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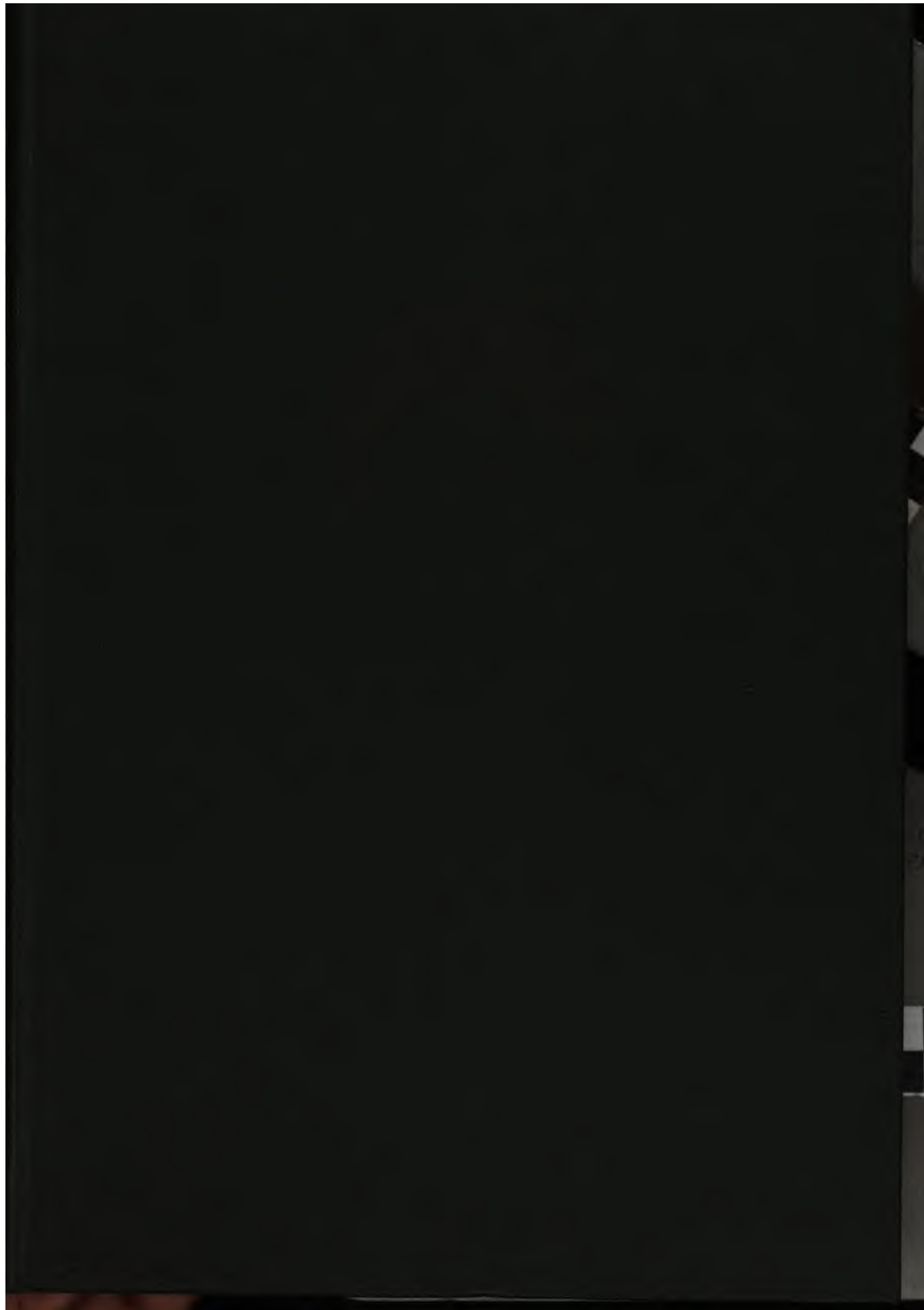
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# THE LAW TIMES,

## THE JOURNAL OF THE LAW AND THE LAWYERS

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VOLUME LXII.

### To Readers and Correspondents.

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points of law, which is very nearly as valuable as the actual knowledge. At Nisi Prius he will be a decided acquisition. The appointment of Mr. LOPES to one of the vacancies in the Exchequer Division is colourless from a professional point of view.

The Judge of the Bath County Court stated in a case which came before him a few days ago (*Addis v. Sheppard*), that there was no decision touching the question whether a bailiff or an agent to a landlord or landlady, having taken upon himself the duty of seizing goods and removing them, was bound to go a step further and sell them. The question is really a very simple one in the law of agency. The difficulty is to determine the nature of the authority conferred, in other words to determine the extent of the duties undertaken by a man who agrees to act as bailiff. We think the decision of the County Court Judge was right. The proper course for the defendant to have adopted would have been to sell; then if he were sued by other parties he could have saved himself by joining his principal.

THE *Times* of Thursday made some observations with reference to the resources of the Bar for supplying judicial vacancies which are perfectly just, although in some points a little far-fetched. The writer points out that the salaries of the Judges are not such as to tempt the members of the Bar in large practice, whilst the labour is enormous. That there is sufficient ability at the Bar if available, the *Times* considers indisputable, but, at the same time it remarks that judicial qualities are more rare than they used to be because business has increased, and there is a "passionate competition" for it. This is strong language in which to describe the honourable emulation of a learned profession, and we cannot deny that the competition is keen. The Bar should beware that this does not divert them from the cultivation of high qualifications. The greatest encouragement to members of the Bar to fit themselves for high office is to make those offices attractive. It is not every barrister who looks forward with a beating heart to being a Judge, and the result is that the qualities which fit a man for the position are not so assiduously cultivated as they might be. Until there is a change in this respect the condition of things must remain as they are. It is impossible to look without apprehension to the necessities which must shortly arise, and the appointments which will have to be made. And, unfortunately, no education can provide against the decline in the constitution of the Bar.

THE decision of the Master of the Rolls in the case of the *Attorney-General v. Great Western Railway Company and The Midland Railway Company* (35 L. T. Rep. N. S. 302), which came recently before him touches upon a question of general interest. The case itself turned upon sect. 6 of the 5 & 6 Vict. c. 55, by which it is provided that the officer appointed by the Lords of the Committee of the Privy Council to inspect any railway, may report in writing that the opening of such railway would, in his opinion, be attended with danger to the public using it by reason of the incompleteness of the works or permanent way, or the insufficiency of the establishment for working the railway. This report is to be accompanied with a statement of the grounds upon which the opinion is based. The Lords of the Committee are then empowered to order the company to whom such railway shall belong to postpone the opening of the line for any period not exceeding one calendar month at any one time, until it is made clear to them that the line may be opened without danger to the public. The question to be decided under this section was whether the Supreme Court has jurisdiction conferred upon the Board of Trade. The MASTER of the ROLLS thought that if the section gave jurisdiction to the Board of Trade, they, the Board, were the only persons who were not bound by a report of the inspector, and that they might stop the railway from being opened until it should appear to them that it could be opened without danger to the public. "The only preliminary," said his Lordship, "is that they are not to exercise

## The Law and the Lawyers.

THE appointment of Mr. HAWKINS, Q.C. to one of the vacant judgeships is somewhat of a surprise to the Profession, because it was understood that he had finally declined promotion. That he will make a good Judge there can be little doubt. His large experience of court business is alone a great qualification, and if he is not a profound lawyer, he possesses a capacity for comprehending

their jurisdiction without a sufficient inquiry. They have an officer to inspect the railway, to report and to give the grounds of his opinion. In my view, I am not empowered to go into the grounds of his opinion." There was another discussion in the course of the case upon the meaning of the term "incomplete," when applied to a railway. Upon this question the MASTER of the ROLLS observed that the word "incomplete" is used in the section in its largest sense, and may mean either unfinished or imperfect, and quoted as an instance the case of a flower, which is imperfect in that it is wanting in some of the organs with which most flowers are furnished. The powers with which the Board of Trade are invested are undoubtedly of great concern to the public; but it does not appear that the jurisdiction for which the defendant contended is at all required in the interests of the community.

SOME time ago we called attention to the fact that the Judges sitting at chambers concurred in not allowing the plaintiff to deliver interrogatories to the defendant before the delivery of the statement of defence, notwithstanding the words of Order XXXI, rule 1: "The plaintiff may, at the time of delivering his statement of claim . . . without any order for that purpose . . . deliver interrogatories," &c. In the case of *Disney v. Longbourn*, which appeared in the LAW TIMES Reports of last week, the MASTER of the ROLLS had to decide under what circumstances the defendant should be allowed to interrogate the plaintiff before the delivery of the statement of defence. The application for leave to do so is founded on subsequent words in the rule we have already quoted from: "Either party may at any time, by leave of the court or a judge, deliver interrogatories," &c. . . . The MASTER of the ROLLS stated in his judgment that these words were inserted in the rule to provide a remedy when a party to an action wished to interrogate after the close of the pleadings. They are, however, of course equally available to either party who wishes to interrogate before the delivery of his statement. But the MASTER of the ROLLS held that, in the case before him—which was an action against the executors of a deceased testator for breaches of trust alleged to have been committed by the testator—an affidavit by the defendants, to the effect that they were entirely ignorant of the alleged breaches of trust, and that without the information asked for they had not the materials for preparing the defence, which they believed themselves to have, was no ground for allowing them to interrogate before the delivery of their defence. He suggested that they should file a statement of defence claiming the benefit of every defence which might hereafter be open to them, and stating that they knew nothing about the matter, and that with that defence they should deliver interrogatories. The delivery of interrogatories by the defendant before the delivery of the statement of defence was allowed by Mr. Justice ARCHIBALD in *Hawley v. Beade* (Bitt. Pr. Cas., No. CCXC.); but in that case the circumstances were different. There the defendant was sued on a bill of exchange, and he desired to interrogate the plaintiff as to whether he was a holder for value without notice; in which case the fact that there had been a failure of consideration would be no defence. This he was allowed to do, on the ground that if the plaintiff answered in the affirmative, no statement of defence would be put in and expense would be saved. Taking the two cases together, it appears that the allegation of inability to prepare a statement of defence, owing to ignorance of the matters brought forward in the statement of claim, is not a sufficient ground for obtaining leave to deliver interrogatories under the above rule; but that the allegation of ignorance of a fact upon which depends the validity of the defence proposed to be set up is a sufficient ground for obtaining such leave.

If the report which we have before us of what occurred a few days ago in the Bristol County Court in the case of *Wray v. Clements* is correct, we must say that an advocate has been guilty of gross disrespect to a Judge. According to this report after his Honour had delivered judgment in favour of the plaintiff, Mr. BUDD, the counsel for the defendant, asked the Judge to be good enough to state upon his notes "all the facts of all the evidence" that had been brought forward, and the defendant would appeal, under the County Courts Act 1875 (38 & 39 Vict. c. 50,) s. 6. His Honour thought the section inapplicable, and suggested a special case as the only means of appeal. The counsel, however, insisted that there was still a right of appeal under the section, which he proceeded to read. This section provides that any person aggrieved by a decision in a cause in which he has a right of appeal, may appeal against it within eight days after the decision by motion to the court to which such appeal lies, instead of by special case. We agree with Mr. BUDD that these words appear to give him the right of appeal he asked for. But let us see how the section proceeds: "And at the trial or hearing . . . the Judge, at the request of either party, shall make a note of any question of law raised at such trial or hearing, and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the cause . . . he shall, at the expense of the person or persons, being party or parties in any such case, furnish a copy of such note." Can

anything be plainer than this? If either of the suitors means to appeal without the trouble of preparing a special case, he has merely to request the Judge at the "trial or hearing" to make a note of the legal point raised, and so on. This was evidently the opinion of the Judge. The section is, no doubt, drawn in a slovenly manner, for it appears first of all to give an absolute right to appeal by motion instead of by special case, and then goes on to say that notes of legal points and evidence must be requested at the hearing or trial. So far Mr. BUDD had done no more than any counsel is justified in doing. He had put his argument forward as strongly as he could. His subsequent remarks are those to which we take exception. Their tone is aggressive in the extreme, and shows an absolute want of courtesy. "You did not request me to make a note of the evidence," said the Judge. "It is your duty to make a note of the evidence was the reply." "Fortunately or unfortunately," said his Honour, "my memory is one of extraordinary tenacity and —" He was not allowed to finish his sentence before he was interrupted with the rude remark, "Then I ask your Honour to make a note of the case from your tenacious memory." Again, "I think you had better proceed by special case." "I shall do nothing of the kind. Do you decline to furnish me from your tenacious memory with notes of the evidence? If you decline, then say so." Mr. BUDD himself showed the absurdity of his own position. "I must express my extreme surprise," said he, "that in a case of this description, in which there was every likelihood of an appeal, I should be met with the objection that you have taken no notes of the evidence." If there was such likelihood of an appeal, why did he not make his request during the trial or hearing, in accordance with the terms of the section he quoted, in support of his application? Not content with the answer given to his application, he pressed the judge further, and ending by remarking, "I don't wish to make it unpleasant for you." This is certainly not proper language to be used by an advocate. We know nothing of Mr. BUDD, and we sincerely trust that the report of what the local paper calls "a breeze in court," is incorrect.

Mr. KNOX, the Marlborough-street magistrate, has dismissed the summons which had been issued against the keeper of the Empress Skating Rink, for keeping a disorderly house, and permitting musical entertainments without having a licence. The proceedings were taken under the 2nd section of 25 Geo 2, c. 36, by which it is enacted that any house, room, or other place kept for public dancing, music, or other public entertainment of the like kind without a licence for that purpose, shall be deemed a disorderly house, and every person keeping such house or other place without such licence, is to forfeit the sum of one hundred pounds. As to the facts in this particular case, it was proved that dances to music by ballet girls and others took place at the rink, and that the place was not licensed for music or dancing. A number of cases were cited during the hearing of the case. The construction put upon them on behalf of the defendant was that they went no further than to show that, according to the ruling of Lord KENYON, the room must be kept for the purposes of music and dancing only, whilst Lord LYNDHURST held that the mere occasional use of the room for music and dancing was not within the Act, and Lord ABINGER, that the house must be kept and dedicated to the purpose prohibited by the Act to sustain a conviction. It will not, however, be necessary to go through the authorities quoted at length. Mr. KNOX was content to rest his judgment upon the authority of the LORD CHIEF JUSTICE (COCKBURN). *Quaglieni* (app.) v. *Matthews* (resp.), (34 L. J. 116, M. [C.]), was probably the case to which the magistrate referred. In this case the appellant appeared on an information charging that he unlawfully kept a place called the "Circus" for public music and dancing without a licence. The dancing was performed by members of the appellant's company on horseback; the music was played while the performers went through their evolutions, except at the end of the entertainment, when "God Save the Queen" was played while the people were going out. The LORD CHIEF JUSTICE agreed with the argument urged on behalf of the respondent that it is not necessary that the public should themselves dance to bring the case within the statute, nor that dancing should form the chief part of the performance; but with respect to the dancing in the case then before the court, he thought that the evidence simply amounted to this, that the performers on the rope and on the backs of the horses went through a certain amount of measured or rhythmical movements to show their dexterity in the gymnastic exercises which formed the chief part of the exhibition. In his opinion, therefore, the dancing amounted to nothing. Upon the question of dancing his Lordship continued: "There can be no doubt that this was a public entertainment, but the magistrates have not found whether the music was merely subsidiary or formed a substantial part of it. Although there was some music or dancing, if it was merely subsidiary, they ought not to have convicted; but if it was a principal or essential part of the entertainment, the conviction would be right. It is a question of fact for

the Justices, but if they thought that the fact of there being any music or dancing brought the case within the statute their decision was wrong." With this expression of opinion before him, it seems to us that Mr. KNOX had only one course to adopt, which was to accept the principle laid down by Sir ALEXANDER COCKBURN, and test the case upon which he was engaged by considering whether the music and dancing were a principal, or essential part, of the entertainment, and so determine the question of fact. The magistrate did so, and adopted as a mode of determining the point, the question, "Would the people pay their money to hear the music if the other part of the entertainment were not there?" or would they pay to witness the other part of the entertainment if there was no musical performance? Upon the answer to the question thus put, the decision would depend. Mr. KNOX answered in the affirmative, and accordingly dismissed the summons. Was this the intention of the Legislature when it enacted that any house, room, garden, or other place kept for public dancing, music, or other public entertainment of the like kind, without a licence had for that purpose, shall be deemed a disorderly house or place? We think that the construction of the statute adopted by the LORD CHIEF JUSTICE will be productive of consequences which were never anticipated by its framers. But if this construction should be rejected, and another adopted capable of meeting the very modern institution of musical skating rinks, cases of hardship, we fear, would be of frequent occurrence. For such a construction of the Act as would have sufficed to convict the appellant in *Quaglieni v. Matthews*, or the defendant in the case before Mr. KNOX, could not by any judicial dicta be confined in its results to any particular class or classes of houses or places. Hence much petty persecution might be the result. The fact is that the Act of George II.'s reign is not applicable to the present state of things. It was passed at a time when many modern methods of killing time and obtaining recreation were unknown. Probably the attention of the Legislature will be called to this and kindred questions during the next session.

#### PROPOSED MODIFICATION OF THE LAW OF BANKRUPTCY.

THE recent meeting of the Social Science Congress, at Liverpool, has given Mr. Daniel, Q.C., an opportunity of making known his suggestions for the improvement of the law of bankruptcy. These suggestions refer first to modifications in the substantive law; and, secondly, to modifications in the existing procedure and practice in bankruptcy. The branches of substantive law which, in his opinion, required alteration, were the rules applicable to fraudulent preference, gambling in the form of time bargains, and trading with fictitious capital by means of accommodation bills. The modification suggested in the law of fraudulent preference is rather strangely worded, "Let effect be given to the 92nd section according to the plain meaning of the words used," said the learned speaker, "and according to what I believe was the real intention of those commercial men who influenced the legislation, and, if need be, expressly abolish the doctrine established by judicial decision as to pressure by the creditor, and mixed motive on the part of the debtor, and either repeal the proviso at the end of the section, or restrict its operation in accordance with the views taken by Lord Selborne in *Butcher v. Stead*." Does Mr. Daniel seriously believe that the decisions upon the 92nd section of the Bankruptcy Act 1869, violate the plain meaning of the words used by the Legislature? or that Judges should interpret statutes according to what they suppose to be the views of commercial men who are alleged to have influenced the Legislature in passing those statutes? That would certainly be an interpretation of the *ignotum per ignotius*. From the words used it is hard to say which the speaker thought had gone astray, the Judges or the Legislature. If the former, the error has been wide-spread indeed, infecting, as it does, the greatest of our living lawyers; if the latter, what becomes of the "plain meaning of the words used"? If Judges overlook the plain meaning of an enactment, we fear it will be quite useless to ask them to adopt as a canon of construction something of whose existence even they cannot take judicial notice. Mr. Daniel further suggests that protection should only be given to those creditors who received their debts when due and payable in the ordinary course of business, or in pursuance of and in accordance with an express contract, and who, when they received their debts, were ignorant of the insolvent condition of the debtor; and that the distinction which now exists in rights and liabilities between creditors under £50, and creditors above that sum should be abolished; and, lastly, that the payments by a creditor (knowing himself to be insolvent) of any unsecured debts, whether void against the preferred creditor or not, should be declared to be a misdemeanor. Why should not, bankruptcy itself be declared to be an indictable offence in certain cases, as, for instance, when it results from reckless trading. We are not in favour of extending the scope of the criminal law, but we think that there is room for more stringent provisions with respect to the conduct of persons who embark in or carry on trade, and speculate with the property of others. So far, how-

ever, as the innocent creditor who receives what is justly due to him is concerned, we think the existing law sound and equitable. Why should he be called upon to refund money which is admittedly due to him, and which has been received by him without any notice of the insolvent state of the debtor? The law says he shall not be called upon to refund it; no satisfactory reason for the alteration has, in our opinion, been suggested.

The alteration suggested in the law of time bargains is that claims for differences upon time bargains should, in the case of traders, be treated as voluntary debts, and not be allowed to rank for dividend with *bona fide* creditors for value. "Mere gambling debts are not provable," said Mr. Daniel, "because no action can be brought for their recovery, and I would extend this prohibition to balances claimed by brokers from traders for differences upon time bargains. . . . Transactions of sale and purchase, not for investment or conversion, but for speculation merely, depending upon the rise or fall of the market, or a given future day, without any intention on either side to buy or sell, are not legitimate commercial transactions, and evidently do not involve the same results to the debtor's estate as trade transactions for value—they do not increase the debtor's assets." This would be very true assuming that the loss was all on one side; but are the debtor's assets never increased by time bargains? This subject, however, as well as that of accommodation bills, has only an incidental connection with the subject of bankruptcy, nor can either of them be considered in a satisfactory manner, unless it is treated quite apart from questions of bankruptcy.

Under the second head, namely, that relating to procedure and practice, Mr. Daniel suggests that the principle of leaving the administration of the estate to the creditors should be left intact; that the powers of internal management should be increased rather than diminished, interference by the court being limited to protection of the debtor's property, prevention and redress of wrong and injury to it, determination of all questions affecting the property of the debtor, or his rights and liability in respect of any property which, if realised, would be available for distribution among his creditors. Then follow some remarks with respect to the preliminary proceedings for placing the estate of the debtor under the control of the creditors, proceedings for adjudication, liquidation proceedings, and costs. Mr. Daniel has, on the whole, formed a favourable opinion of the working of the Act of 1869, and objects to the introduction of new machinery where the old has been found to work well. Thus when the Lord Chancellor in his Bill proposes an entirely new machinery for the initiation of proceedings against insolvent debtors, Mr. Daniel objects to the clauses because, as he says, "their effect would be to subvert the existing system which has now become pretty well understood by all concerned in its working; and except where its several parts have been abused, or the duties involved in it have been neglected, has upon the whole been proved to be capable of working satisfactorily." We are not able to consider his remarks under this head at any length; but we are the less troubled on this account, inasmuch as there will be ample time for the discussion of procedure and practice when the Lord Chancellor's promised measure is brought forward. As to the rest of Mr. Daniel's proposals, namely, those proposing a change in substantive law, we can only say, as we said before, two out of the three questions to which the proposals relate, cannot fairly be considered in any examination of the Law of Bankruptcy.

#### THE USE OF EXTRINSIC EVIDENCE TO SUPPLEMENT OR CONTROL DOCUMENTS OF TITLE.

##### VIII.—EQUITABLE PRESUMPTIONS.

(Continued from p. 405.)

##### 6. Joint Purchasers.

IN *Caddick v. Skidmore* (2 D. & J. 52), A., a lessee of a mine, agreed with B. that they should become partners in the mine, paying the reserved rent, sub-letting the mine and dividing the profits thereof. The only written evidence was a receipt signed by A., and given to B., for a sum as B.'s share of the head rent of the mine, the sum being exactly half of the rent. Both parties admitted the adventure was to be joint, but there was a conflict on the point whether B. was to contribute a sum as capital. Lord Chancellor Cranworth held that the parties were distinctly at issue as to what the contract was; that the very object of the Statute of Frauds was to prevent parol evidence being gone into to elucidate that which the parties had failed to make distinct by reducing it into writing, and that this was a conclusive answer to the claim of the plaintiff.

*Forster v. Hale* (3 Ves. 707), was cited with approval by Lord Justice Turner in *Smith v. Matthews* (3 De G. F. & J. 139). Mr. Roundell Palmer sought to extend its principle, and argued that when there is a writing showing that there is a trust, its terms may be established by parol evidence, that the statute was satisfied by holding that a man cannot be made a trustee unless there is an admission of trusteeship under his hand. The Lords Justices Turner and Bruce thought that this would let in the mischief that the statute was intended to guard against, and held that although the original creation of a trust of lands need not



be in writing, still that there must be some writing, not only denoting a trust, but also what the trust is. This ruling, though in accordance with *Kirby v. Hale*, goes further than some of the old authorities. For example, *Hendall v. Morgan* (12 Ves. 67), where Sir William Grant, M.R., distinguished the requirements of sects 7 and 4 of the Statute of Frauds. Sect. 7 merely requires written evidence of the existence of a trust. Sect. 4 requires that the very agreement, whether in consideration of marriage or otherwise, be in writing and signed by the party to be charged thereby.

Though the presumption is of the utmost importance in its application to mortgages, to trusts, and others, and to simple joint adventures in land, its application to cases of partnership, where land is used for partnership purposes though not as the staple, is, perhaps, still more frequent, for the maxim "*Jus accrevendi inter mercatores non habet locum*" requires a special agreement to exclude it. The following summary from Mr. Justice Lindley's book on partnership, thus describes the principal differences between co-ownership and partnership: (1) Lindley on Partnership and Company, p. 69.)

1. Co-ownership is not necessarily the result of agreement; partnership is.
2. Co-ownership does not necessarily involve community of profit or loss; partnership does.
3. One co-owner can, without the consent of the others, transfer the interest to a stranger, so as to put him in the same position as regards the other owners as the transferor himself was before the transfer; a partner cannot do this.
4. One co-owner is not, as such, the agent, real or implied, of the others; a partner is.
5. One co-owner has no lien on the thing owned in common for outlays or expenses, or for what may due from the others as their share of a common debt. A partner has.
6. One co-owner of land is entitled to have it divided between himself and co-owners, but not (except by virtue of a recent statute) to have it sold against their consent. A partner has no right to partition in specie, but is entitled on dissolution to have the partnership property, whether land or not, sold, and the proceeds divided.
7. As between the real and personal representatives of a co-owner of freehold land, his share is in equity as well as at law, real estate; whilst as between the real and personal representatives of a deceased partner his share of partnership freehold property is in equity treated as personal estate.
8. Co-ownership not necessarily existing for the sake of gain, and partnership existing for no other purpose, the remedies by way of account and otherwise which one co-owner has against the others, are in many important respects different from and less extensive than those which one partner has against his co-partners. When, however, co-owners of property employ it with a view to profits and divide the profits obtained by its employment, the difference, if any, between them and partners becomes very obscure. The point to be determined is whether, from all the circumstances of the case, an agreement for the partnership ought to be inferred.

Partnership resting upon agreement and ownership upon title, joint evidence is, of course, most important in establishing the one or the other. But the discussion here of the rules for its admission would lead us into too long a digression. They will find a more appropriate place under the head of written contracts. We therefore return to the maxim, "*Jus accrevendi inter mercatores non habet locum*;" (Ooke upon Littleton.)

To such an extent is this maxim carried, that real estate belonging to the partnership is in equity converted into personality. And not only so during the lives of the partners, it descends to their personal representatives: (Griffith's Institutes of Equity, p. 125-127.) Still it is to be remarked, that the partners may agree that, though partners, each shall continue joint owner of the realty. *Howard v. Moberg* (1 L. Rep. 6 Eq. Ch. 479, and 4 Ch. App. 688) is a good example of the application of the presumption and of its support by voluminous extrinsic evidence. Co-owners of land worked a quarry on part the remainder they leased for agricultural purposes. Profits of the undivided profits of the quarry were as custom offered, employed in purchasing other lands to add thereto. Some of these lands were conveyed on express or implied trusts for the persons entitled to the profits. One of the co-owners, a woman, married. She made a settlement bringing into the lands as real estate, and conveying her shares and interest in the entire property on trust for her separate use for life remainder to her husband remainder in default of issue for her next of kin, her heirs, executors, administrators, and assigns. After her marriage further purchases were made with undivided profits for the same purpose, and similar formal and informal conveyances executed. In the manager's books of account the purchases of land were treated as purchases of stock in trade. These accounts were duly inspected and audited by the husband of the married woman. She died without issue. The Court of Appeal agreed with the Master of the Rolls, and held that her share in the land purchased after her marriage was real estate in personalty. They also held

that, being made with savings of income which were not comprised in the settlement, it was the property of her heir-at-law, and not of her husband. *Hills v. Parker*, in the House of Lords, is an example of extrinsic evidence being used to rebut, and not to fortify, the presumption. P. had a lease of salt works, and entered into partnership with H., bringing the partnership capital in consideration of H.'s brother advancing money to the firm and taking an underlease by way of mortgage for the same. A dispute arose at the sale of the lease whether it did not continue the separate property of P., subject to the use of the firm while the partnership lasted. The House of Lords held that it was a partnership asset. The following circumstances in evidence influenced their decision: the lease was at a rack-rent, the firm was to have the benefit of it, and was to continue during the currency of the lease. The equity of redemption was, on the mortgage being paid off, to be conveyed to the firm: (4 L. T. Rep. N. S. 746; 7 Jur. Rep. N. S. 833.)

(To be continued.)

#### THE JURISDICTION OF COUNTY COURTS.

At a time like the present, when the legal atmosphere is charged with rumours and suggestions of changes in, and extensions of the jurisdiction of County Courts, it will not be amiss to consider the limits and nature of the jurisdiction with which those courts are already invested. A very cursory examination of the question will afford ample proof that the uninterrupted tendency of legislation from the first institution of County Courts in their present form down to the last session of Parliament, has been to extend the powers with which they were originally clothed. By 9 & 10 Vict. c. 95, "An Act for the more easy recovery of small debts and demands," County Courts were given jurisdiction over pleas of personal actions where the debt or damage claimed was not more than £20, except in cases where the title to any corporeal or incorporeal hereditaments or to any toll, fair, market, or franchise was in question, or in which the validity of any devise, bequest, or limitation under a will or settlement was disputed, or in cases where the action was for malicious prosecution, or for libel or slander, criminal conversation, seduction, or breach of promise of marriage. By the same Act, jurisdiction was given for the recovery of possession of tenements where the value of the premises or the rent did not exceed £50 yearly. Four years after the passing of this Act another was passed to extend and amend its provisions. The first section of 13 & 14 Vict. c. 61, enacted that the jurisdiction should extend to the recovery of any debt, damage, or demand not exceeding the sum of £50. The 19 & 20 Vict. c. 108 allowed an action to be brought where the claim was reduced by set-off to £50, but the jurisdiction of the court might be extended by consent to cases where the court would otherwise have no jurisdiction. The 23rd section, whilst it maintained the existing prohibition in respect of actions for crim. con., provided with respect to all other actions which may be brought in any Superior Court of Common Law, if both parties agree in writing that a County Court named shall be empowered to try such action. It need scarcely be remarked that any action may now be tried by consent in a County Court, since the action for criminal conversation has been abolished.

The County Courts Act 1867 (30 & 31 Vict. c. 142) still further extended the jurisdiction to all actions of ejectment when the annual value of the property does not exceed 20l.; and to try any action in which the title to any corporeal or incorporeal hereditaments are in question where neither the rent nor value exceeds 20l. But it is provided that the defendant in any such action of ejectment, or his landlord, may, within a month from the service of the writ, apply to a Judge at chambers for a summons to the plaintiff to show cause why such action should not be tried in one of the Superior Courts, on the ground that the title to lands or hereditaments of greater annual value than 20l. would be affected by the decision in such an action. The same Act also gives important powers of transferring actions to County Courts. Before the passing of this Act a Judge of a Superior Court had power on the application of either party after issue joined in an action of contract for a sum not exceeding 50l., to order the cause to be tried in a County Court. By the Act of 1867 a defendant is empowered to apply to a Judge for the trial of such an action in the County Court, and the action shall be so tried unless the plaintiff shows good cause to the contrary.

Another extensive branch of County Court jurisdiction was conferred by the County Courts Act of 1863, namely, the main part of the equitable jurisdiction. By that Act, County Courts may take cognizance of suits of the following description when the amount involved does not exceed £500: Suits by creditors, legatees, heirs-at-law, or next of kin, against or for an account or administration of personal or real or real and personal estate; suits for the execution of trusts; suits for foreclosure or redemption; or for enforcing any charge or lien; suits for specific performance or for the delivering up or cancelling any agreement for the sale or purchase of any property; proceedings under the Trustee Relief Act, or under the Trustee Acts; proceedings relating to the maintenance or advancement of infants; suits for

the dissolution or winding-up of partnerships; proceedings for orders in the nature of injunctions requisite for the granting relief in the above cases, or for stay of proceedings at law to recover any debt provable under a decree for the administration of an estate made by the court to which application for the order to stay proceedings is made. Equitable jurisdiction had been conferred by other Acts, as by the Charitable Trusts Acts (16 & 17 Vict. c. 137, s. 33; 23 & 24 Vict. c. 136, s. 11), as well as by 17 & 18 Vict. c. 112; 18 & 19 Vict. c. 63; and 25 & 26 Vict. c. 87. Then followed the County Courts Admiralty Jurisdiction Act 1868 (31 & 32 Vict. c. 71), by the operation of which any County Court might be invested with Admiralty jurisdiction, and the jurisdiction itself was extended by an Act passed in the following year (32 & 33 Vict. c. 51), the County Courts Admiralty Jurisdiction Amendment Act 1869. In addition to these, various heads of jurisdiction must be enumerated a number of others—jurisdiction in bankruptcy and jurisdiction under various Acts passed since the beginning of 1874. A bare enumeration of the latter is sufficient to show, what has already been adverted to, the tendency of the Legislation to increase the jurisdiction of County Courts. Of the measures of 1874 we may mention the Building Societies' Act, the Alkali Act, the Married Women's Property Amendment Act, the Infants' Relief Act, the Attorneys' and Solicitors' Act, the Vendor and Purchaser Act, and Intestates' Widows and Children Act. Of the measures of 1875, it will suffice to mention the Public Health Act, the Friendly Societies' Act, the Sale of Food and Drugs Act, the Land Transfer Act, the Employers and Workmen Act, the Agricultural Holdings (England) Act, and the Copyright of Designs Act. All these Acts affect County Courts more or less closely.

The time has now come when the Legislature may be fairly called upon to give some attention to the position of County Courts in the judicial system of the country. Originally called into existence to meet pressing demands, their jurisdiction has grown up bit by bit and step by step into a chaotic mass, with incongruities and illogical distinctions that serve no useful purpose whatever. County Courts, says the Legislature, shall have no jurisdiction in certain cases. Why? Because the legal questions involved are too intricate and difficult for a single judge overburdened with petty routine actions? Not at all. But

because the amount at stake is beyond a certain sum. Thus the Legislature in its wisdom seems to sanction the absurd doctrine that the legal principles applicable to a case depend upon the amount at issue. When the original jurisdiction was conferred upon County Courts, there was good reason for the limits assigned. The illogical character of the distinction remaining in force is obvious from the simple fact that there is no relation between the amount of money at stake and the difficulty of determining questions of law or fact. This seems to have dawned upon the Legislature, for actions may, by consent of the parties, be tried irrespective of the amount involved. This limitation to the jurisdiction we think is doomed. There is not a single valid reason for its support. Then comes the question whether it is not more expedient to bring the County Courts into closer relation with the Superior Courts by making the former courts of first instance, than to pile Act upon Act, and provision upon provision limiting or extending their jurisdiction, with no definite principle in view. This view has so much to commend it that, in spite of some misgiving, we think it commendable on the grounds of simplicity and uniformity. But we must confess that we do not look with favour upon extensions of the jurisdiction of the County Courts where there is no right of appeal granted. All appeals, too, should, as a general rule, be of right. If, then, County Courts were transformed into courts of first instance, with a jurisdiction co-extensive with that of the Supreme Court, the block experienced in the latter would probably be to a great extent removed, but unless the number of County Court Judges was largely increased, the block would only be removed to the courts below. It has been suggested, and we think the suggestion a good one, that in certain cases plaintiffs might have the option of bringing their actions in the Superior Courts in the first instance. This would tend to relieve the courts where an appeal would be a matter of course. Another suggestion is that subordinate Judges should be appointed to try cases where little or no legal knowledge was required. This, too, would give the County Court Judges more time to devote to actions requiring a careful weighing of legal principles. But, however desirable it may be to transform the existing County Courts into courts of first instance, such a change cannot be brought about without many important modifications in the present staff of County Court officials.

## SOLICITORS' JOURNAL.

WE are glad to be able to announce that those—and they are many in number—who suppose that the Council of the Incorporated Law Society of the United Kingdom has done all its purposes doing, in regard to the long-pending question between the society and the solicitors on the one hand, and the Benchers of the Inns of Court and the Bar on the other, in reference to a freer interchange between the two branches of the Profession, are entirely mistaken; and solicitors who so think, do the members of the council a great injustice. We have often enough dealt at length with the views on this question of recent presidents of the council of the chief law society, especially those of Mr. F. T. Bircham and Mr. G. B. Gregory, M.P., to render it unnecessary that we should reproduce those opinions on this, to solicitors, important matter, on the present occasion. Looking, however, to the fact that the Council of the Incorporated Law Society is at the present time considering, under the presidency of Mr. H. T. Young, what steps, if any, ought to be taken by the council during the next session of Parliament, we deem it expedient to inform solicitors, and indeed the whole Profession, exactly how this question stands at the present moment. Section 3 of 23 & 24 Vict. c. 127 (1860) provides in effect that a barrister may, after he has ceased to be a barrister, enter into articles of clerkship to a solicitor for a period of three years, at the expiration of which time, having passed the necessary examinations, he may be admitted on the Roll of Solicitors of the Supreme Court. On the 10th of Nov., 1874, the Council of the Incorporated Law Society of the United Kingdom (through Mr. F. T. Bircham, the then president of the society) applied to the Benchers of the several Inns of Court, asking for a modification of the prohibitive rules, which, in effect, preclude solicitors from procuring a call to the Bar. After a considerable lapse of time the Benchers sent a

reply which, shortly stated, amounted to a total disregard for the merits of the question, and to the adoption of a *tu quoque* argument, by simply referring the Council to the section of the Act of 1860, above alluded to. Upon this, the Council of the Law Society, on the 4th of February, 1876, resolved:—"That with a view of facilitating the access of solicitors to the Bar, and of barristers to the Roll of Solicitors, it is expedient that the law should be amended, and that barristers of not less than five years' standing should, on quitting the Bar and passing such examination as this Council shall from time to time approve, be admitted solicitors." A copy of this resolution was at once forwarded to the treasurers of the four Inns of Court, and we understand that recently the Council of the Incorporated Law Society has received an unsatisfactory reply from the Benchers—not that anything of a favourable character was looked for by any member of the council or the society. The Parliamentary committee of the Legal Practitioners' Society framed two clauses, which aimed at giving facilities for passing from one branch of the Profession to the other, and these were comprised in a Bill which was introduced into Parliament early in the last session. Remarkable to say, however, the Council of the Incorporated Law Society, although it took no steps itself to secure the interference of the Legislature, commented on the clauses of the Legal Practitioners' Bill in their last annual report, by saying, "A Bill has since been brought into Parliament by Mr. W. T. Charley and Mr. W. Gordon (solicitor), in which are incorporated clauses proposed with a view of facilitating the change from one branch of the Profession to the other, but not to the extent suggested by the council." That the council will go to the full extent here referred to in their Bill, which will be introduced into Parliament early next session, is, we are happy to say, now quite removed beyond the region of doubt, and when it is remembered that a solicitor must actually have his name removed from the roll, and become entirely disconnected with an honourable profession, before he is even allowed to present himself

for the preliminary examination in Latin and History, prior to being admitted as a student of an Inn of Court, we feel sure that every solicitor will agree with us that the latest action of the council of the Law Society is taken none too soon. There are now upwards of forty country Law Societies, and the council have a right to look for the hearty co-operation and support of the societies in the very difficult and onerous task which it is about to take in hand and deal with—as far as it is able, in a vigorous and decisive manner.

THE operation of the Judicature Acts and Rules has done very little to alter or improve the practice in reference to sheriffs' warrants upon writs of *fi. fa.* Even as regards country under-sheriffs' officers, the mode of procedure in regard to granting and executing warrants issued upon the authority of such writs, varies in different parts of England and Wales, but, as a rule, when once a sheriff's warrant under a writ of *fi. fa.* has been executed, if only by mere seizure of goods, no further use can be made of such writ of *fi. fa.*, so much so, that where a levy takes place which partly satisfies the sheriff's warrant, a fresh writ and warrant must be issued before a sheriff's officer will again take possession of the defendant's chattels. Then again, as regards country sheriffs, the writ of *fi. fa.* is usually required to be taken to the London agent of the under-sheriff, who issues the warrant and sends it to the sheriff's officer, while cases are not wanting in which such London agents refuse to issue the warrant, but send the writ of *fi. fa.* direct to the under-sheriff. In the case of London and Middlesex, the practice is in some respects very different, a second warrant can sometimes be issued upon one and the same writ of *fi. fa.* instead of issuing a second writ of *fi. fa.* before a second warrant can be obtained as we have already said is required in most country cases, and again it is a common practice in London to take writs of *fi. fa.* direct to the sheriff's officers without the intervention of the under-sheriff. We are aware that a gr



uncertainty prevails in the minds of professional men in many parts of the country in reference to the practice which we have here considered, and which is not only not uniform, but admits of much improvement and simplification. The abolition of imprisonment for debt, and the many devices which are now too frequently resorted to for the purpose of cheating creditors and depriving them of the benefit of writs of execution, render it more than ever necessary that special facilities should be given for the seizure of goods by virtue of such writs. Sheriffs' officers not unfrequently take possession, and withdraw from possession upon receiving the written undertaking of solicitors of execution creditors, and we incline to the opinion that when once a writ of *f. fa.* has been issued, no second similar writ ought to be called for by a sheriff for the purpose of levying a balance of a judgment debt, the previous payment having been made in connection with the sheriff's warrant, whether by seizure and sale or by payment consequent upon a levy.

THE formation of the Shropshire Law Society, which we announced in our last issue, adds another to the gradually increasing number of law societies of solicitors. When Mr. Thomas Marshall, M.A., registrar of the Leeds County Court, hon. secretary of the Leeds Incorporated Law Society, and now a member of the Council of the Incorporated Law Society, read his paper on "The Organisation of the Profession" at a conference of solicitors held at Birmingham, in 1873, he could hardly have anticipated that in the short space of three years such strides would have been made towards the accomplishment of that system of organisation among solicitors, which he is well known to have long advocated. Among the country Law Societies now existing, and which have been formed by and for the benefit of, solicitors exclusively, may be mentioned the following, forty-one in number. The associated Provincial Law Societies, which was organised by Mr. Marshall, M.A., of Leeds, and Mr. Jevons, of Liverpool, and which did good service by conferring with the council of the Incorporated Law Society when the Lands Title and Transfer Act was passing through Parliament: the association of County Court Registrars, who are in almost all cases solicitors; the Justices' Clerks' Society, which has frequently rendered assistance to those solicitors who are the public legal advisers of the lay magistracy throughout England and Wales. Then there are Law Societies at Bath, Birmingham, Bolton, Bristol (Incorporated), Bradford, Carnarvon and Anglesea, Cambridgeshire, Chester, Devon and Exeter, Denbighshire and Flintshire, Gloucestershire, Hull, Kent, Leeds (Incorporated), Lancaster, Leicester, Liverpool, Manchester, Norfolk and Norwich, North Londale, Newcastle-upon-Tyne and Gateshead, Northampton, Nottingham, Plymouth, Portsmouth and Gosport, Preston, Sussex, South Durham and North Yorkshire, Sheffield and District, Somersetshire, Stockport, Sunderland, Surrey, Wigan, Wakefield and District, Wolverhampton, Worcester and Worcestershire, and Yorkshire. Eleven of these societies are associated with the Legal Practitioners' Society in London, but at present it cannot be said that there is anything like the organisation among solicitors and their law societies which is so much needed. Such a thing as united action by the law societies here named is not recorded, nor does the prospect of such a valuable co-operation appear to be near at hand. Nor must it be supposed that all the law societies that are required in order to work out in time a substantial organisation even exist. Towns with a very large number of solicitors practising in them are still without a law society. For instance, Blackburn with 35 solicitors, Cheltenham 45, Croydon 35, Darlington 27, Derby 51, Devonport 22, Doncaster 30, Durham 40, Halifax 36, Hereford 31, Huddersfield 32, Ipswich 41, Newport (Mon.) 38, Oxford 39, Rochdale 32, Shrewsbury 38, Walsall 36, Wigan 39, and Yarmouth 32. Solicitors will, therefore, see that what has been done serves specially to open our eyes as to what remains yet to be accomplished.

WE understand that the most recent practice, in regard to proceedings by way of substituted service, insisted on by the masters at the Common Law Judges' Chambers, is that eight days must be allowed to elapse between the time of leaving the copy writ at the defendant's residence and the time of applying upon affidavit for an order for leave to proceed as though personal service had been effected. It is not, however, now considered necessary, as formerly, to make any search for appearance until having complied with an order to proceed to be signed. Under it necessary to make a search and the affidavit in support

leave to proceed was accompanied by an affidavit of non-appearance. The fact that the rules of the Supreme Court provide for a defendant giving written notice of appearance to the plaintiff in certain cases no doubt partly explains the determination of the masters to do away with the first search for appearance formerly insisted upon.

WHATEVER may be said to the contrary, there is no doubt that the medical profession is much more on the alert than solicitors to arrest the illegal practices of unauthorised and unqualified persons. Hardly a week passes without complaint reaching us of some so-called accountant or agent, who, in a greater or less degree, usurps the functions of solicitors, but it is only very occasionally that the law is enforced against these non-professional pests. A person named Hamilton, who stated that he was an American doctor, and produced a document evidencing the truth of such assertion, has been summoned to Marlborough-street police court by the East London Medical Defence Association for unlawfully pretending to be and using the title of a doctor of medicine. The defendant's solicitor alleged that his client displayed from the window of his house the diploma which he had received in New York, and contended that this was sufficient for the purposes of the Act. Mr. Knox, the magistrate, said that all turned upon the genuineness of this testimonial, and adjourned the case for further evidence. This is vigilance with a vengeance, and the solicitors' law societies will do well to take a leaf out of the books of their brethren of the medical profession. Here, for instance, is a circular letter which has been lately received by the clients of certain solicitors practising in Newcastle-upon-Tyne: "H. and S., Public Accountants, Trustees, and Receivers in Bankruptcy.—Sir,—Mr. —, finding himself unable to meet pressing engagements, owing to depression of trade in the mining districts, has, after due consideration, advised us to call a meeting of the whole of his creditors with a view to make arrangements. For this purpose a meeting will be held at our office on Monday, the inst., at 2.30 p.m., when a statement will be submitted for the guidance of creditors, ascertaining the best course to be adopted in the matter. This course is recommended in order to save expensive proceedings. We may also mention that there is a reasonable prospect of the said — finding approved security for payment. Kindly send us a statement of your present account; and should it not be convenient for you to attend the meeting, if you will favour us with your views, we shall faithfully submit them to the meeting." And a solicitor, in sending us this circular letter, which he received from his client, observes: "I think it but right that this should be taken notice of in your valuable publication. I think if solicitors would combine to pay a suitable salary to a duly qualified man, who would devote his time to putting down such abuses as this, the public would be greatly benefited," and we may add, so would solicitors; and it has often been a question with us whether it would not be well for the Incorporated Law Society to give some substantial support to the Legal Practitioners' Society, so that the latter society should be in a position to undertake prosecutions under the Stamp Act and the several solicitors' Acts. If necessary the nominal subscription of the Legal Practitioners' Society should be increased also. Anything is better than continual grumbling, which leads to no satisfactory results. But then, again, tooting for legal business is certainly in some senses to be excused, when professional men are to be found who advertise thus in the *Oxford and Cambridge Undergraduates' Journal*: "The debts and liabilities of members of the universities arranged for them, or settled. Every kind of banking and legal business transacted. Established 1854. London bankers: Bank of England.—Mr. St. Swithin Williams, solicitor and private banker, 136, High-street, Oxford."

IN another column our readers will find a valuable and interesting paper by Mr. E. T. Clark, a solicitor of the Supreme Court and an Incorporated Law Society's Prisoner, which paper the learned gentleman read at the recent meeting of solicitors at Oxford.

#### NOTES ON NEW DECISIONS.

ACTION OF DEBT—COMMON LAW PROCEDURE ACT 1852. s. 11.—STATUTE OF LIMITATIONS.—ADMINISTRATION SUMMONS.—Where an action of debt has been commenced in a common law court within six years from the debt accruing, and the writ has been duly renewed, pursuant to s. 11 of the Common Law Procedure Act 1852, the renewal of the writ keeps alive the debt, but only for the purposes of the particular action, and not for the purpose of taking proceedings in another court. In March 1869, A. died indebted to the plaintiff. In Jan. 1875 (within six years

from the death of A.), the plaintiff commenced an action for debt against the defendant, the administrator of A., by issuing a writ out of the Court of Common Pleas. This writ was never served upon the defendant nor renewed. In July 1875, while the writ remained in force (but more than six years from the death of A.), the plaintiff took out a summons against the defendant to administer the estate of A.: Held, that as at the date of the summons the debt was kept alive, by virtue of the writ, only for the purposes of the action in the Court of Common Pleas, and not for the purpose of taking proceedings in another court, the Statute of Limitations was a complete bar to the plaintiff's claim: (*Fleet v. Manly*, 35 L. T. Rep. N. 8,307. Ch. Div.)

PRACTICE—FUND IN COURT—PROCEEDS OF SALE OF SETTLED ESTATE—PAYMENT OUT TO TENANT IN TAIL—DISSENTING DECREE.—Certain real estate of which a lunatic was tenant in tail was sold under a private Act of Parliament, and the proceeds were paid into court in the matter of the lunacy, and invested in consols, which the Act directed to be treated as real estate. The lunatic died, and the tenant in tail in remainder converted his estate tail into a base fee, and subsequently died. Held, that the fund could not be paid out to the persons claiming through him, except upon the production of a properly executed deed enlarging the base fee: (*Re Reynolds*, 35 L. T. Rep. N. 8,293. Ct. of App.)

PRACTICE—PLEADING—DISCOVERY—PRODUCTION OF DOCUMENTS—INTERROGATION OF PLAINTIFF BY DEFENDANT.—The defendant to an action, after filing an affidavit to the effect that he was ignorant of the claim made by the plaintiff and was unable to make a defence unless certain information was given and documents handed over to him by the plaintiff, applied for leave to deliver interrogatories to the plaintiff before putting in his defence. Held, that leave must be refused, and the defendant must make the best defence he could, and then interrogate: (*Disney v. Longbourn*, 35 L. T. Rep. N. 8,301. Chanc. Div.)

#### JUDICIAL STATISTICS.

THE judicial statistics for 1875, which instead of being published in the early part of the present year, have only lately issued from the press, furnish information of a more than usually interesting character. Part II. deals with Common Law, Equity, Civil, and Canon Law.

The introduction states that "for the judicial statistics of 1875 returns have been furnished, and are given under the usual arrangement in the tables, for all the Courts of Civil Jurisdiction. For the courts (excepting the Court of Chancery), the jurisdiction of which is transferred by the Judicature Acts to the High Court of Justice, the information given is for the ten months ending on the 31st October. For the Court of Chancery, the returns for which have heretofore been for twelve months commencing on the 1st November, the information given in the present volume is for the twelve months commencing on the 1st November, 1874, in continuation of the returns for the previous twelve months, and ending at the same date as the returns for the other courts transferred to the High Court of Justice.

The statistics of the proceedings of the Supreme Court of Judicature to be given in future years will thus be uniform in the date of their commencement, for the several divisions of the High Court of Justice and for the Court of Appeal established under the Acts.

#### COMMON LAW COURTS.

The return made by the Queen's Coroner and Attorney and the Master of the Crown Office shows certain of the proceedings under the peculiar jurisdiction of the Court of Queen's Bench on the Crown side.

It is explained by these officers, for 1875 as for previous years, that the nature of the offences tried is, conspiracies, perjuries, assaults, nuisances, and other misdemeanours, and occasionally, but rarely, felonies; but that no record is kept in the Crown Office of the number of cases tried, as the trials take place in London and Middlesex, and at the assizes for the other counties: nor of the number of persons tried: nor of the number acquitted or convicted, except in cases in which judgment is entered up in the Queen's Bench, and except in cases of fines: nor of sentences, except where they are passed by the Court in Banc.

In 1875 there were six persons convicted, and two acquitted, against eight: convicted and two acquitted in the previous year, in which cases judgment was entered up in the Queen's Bench. In 1875, in each of four different cases a fine of £50 was imposed, and in one case of 1s. all for misdemeanours.

In 1874, Thomas Castro, otherwise Orton, otherwise Tebborne, was sentenced to 14 years' penal servitude for perjury. Henry Jacobs was sentenced to six months' imprisonment for contempt. Four other persons were fined, one 250s.

for contempt, and to be imprisoned until such fine should be paid; one, one farthing; and one, one shilling for misdemeanour; and one, 200l. for libel.

The total number of proceedings in 1875 appears to be as given in the following abstract, the corresponding numbers for 1874 being also shown for comparison, and the numbers for 1865. The different proceedings on each matter for 1875 are shown in the table:

	1875	1874	1865
Mandamus—applications on affidavit...	55	37	37
Quo Warranto—made absolute ...	28	23	10
Other special rules—made absolute ...	1	2	10
Habeas Corpus—Applications for ...	140	46	123
Writs granted ...	23	35	45
Certiorari Writs issued—by Court ...	19	43	23
by Judge ...	30	—	—
Writs of Prohibition ...	1	1	1
Orders of Sessions—Removed into ...	16	20	24
Queen's Bench ...	—	—	—
Special Cases under 13 & 13 Vict. c. 45, from Quarter Sessions ...	4	5	13
Special Cases under 30 & 21 Vict. c. 45, on Proceedings before Justices ...	61	47	34

It is not possible, it is stated in the returns, to give a correct account of the amount of costs taxed in the Crown Office, inasmuch as the bills of costs are not only often withdrawn from taxation when partly taxed, but when completed are sometimes taken away by the attorneys and not returned to the office.

The total amount of fees received for business done in the Crown Office in 1875, exclusive of business for the public departments for which no fees are received, was 727l. 11s. 1d., exceeding the amount for 1874 by 176l. 16s. 11d. This amount includes all the fees received at the office, not only in respect of the different items specified in the return, but also for other duties, as writs of subpoena and testificandum, copies of proceedings, &c. It is stated by Her Majesty's Coroner and Attorney, and the Master of the Crown Office, that this amount of fees gives no adequate idea of the business of the office, as the fees were reduced to mere nominal charges by the 6th and 7th Vict. c. 20, and further reduced by subsequent Acts. There are many court fees which are paid by parties proceeding in the Crown Office, which are not received by or for the office, but by other officers of the court, of which Her Majesty's Coroner and the Master have no account.

The process, practice, and mode of pleading in the three Superior Courts of Common Law at Westminster having been similar on the plea side, the proceeding of each court for the ten months ending 31st October, as given in the returns for 1875, furnished by the masters, are shown in the following summary:

Proceedings in Queen's Bench, Common Pleas, and Exchequer.—Process issued: Writs of Summons issued, 60,062; Appearances entered, 20,461; Judgments, 21,834; Executions, 13,068; Hand Motions and on Side Bar Rules, 1334; Causes referred to Masters, 690. Matters heard: Motions for New Trials, 413; Other special Motions, 484; Appeals from County Courts, 19; Special Cases, 44; Demurrers, 45; Appeals from decisions of Justices, 5.

In the number of writs of summons issued up to 1872, there had been a continued decrease for some years. As compared with the number for 1872, the number for 1873 showed an increase of 3105, or 4.8 per cent., there having been a decrease of 1371, or 2.0 per cent., in 1872, as compared with the preceding year, and of 7363, or 10.1 per cent. in 1871, as compared with 1870, the number for 1870 having been less by 9118, or 11.1 per cent. than the number for 1869. As compared with 1873, the number for 1874 showed an increase of 1919, or 2.8 per cent. As compared with 1864, there was a decrease in 1874 amounting to 44,206 or 39.0 per cent.; as compared with the number for 1866, the highest recorded, the decrease in 1874 amounted to 64,210, or 48.2 per cent. It is, however, to be observed with regard to the Court of Exchequer, that the numbers of writs of summons given in the returns for previous years have included renewals. In the numbers for the Court of Queen's Bench and Common Pleas renewals have never been included, and for the Court of Exchequer they have been omitted for 1872, 1873, 1874, and 1875. The number is not great, but must affect the comparison between the years to some extent.

Adding to the numbers given in the above table for the first ten months of 1875 an equal proportion for the last two months, the total number of writs of summons issued would amount to 72,074, giving an increase of 3,124, or 4.5 per cent., on the total for 1874.

With the addition of the same proportion, the total number of appearances entered for 1875 would be 24,553, giving an increase of 155, or 0.6 per cent., on the number for 1874. The total number of judgments would be 26,200, being an increase of 1457, or 5.8 per cent., on the number for 1874. The total number of executions would be

15,705, being an increase of 537, or 3.5 per cent., on the number for 1874.

Since the passing of the Debtors Act of 1869, which came into operation on the 1st January, 1870, no writs of capias have been issued.

The total number of proceedings in 1875, under "process issued," as given in the foregoing table, with the addition of the proportion for the last two months, shows an increase, as compared with the number for 1874, of 5408, or 3.9 per cent., following an increase of 2534, or 1.9 per cent. in 1874, as compared with 1873, and of 2304, or 5.3 per cent. in 1873, as compared with 1872, there having been a considerable decrease in the numbers for each of the three preceding years.

As compared with 1865, the decrease in 1875, with the proportion for the last two months, amounts to 82,690, or 36.9 per cent.

Under "matters heard," as compared with 1874, there is a decrease in the number for 1875 of 218, or 15.2 per cent.; as compared with 1865, there is a decrease of 198, or 14.0 per cent.

The number of bills of costs taxed in the Court of Exchequer in 1875, exclusive of bills taxed under the statute, was 3589, or, adding the proportion for the two last months, 4306, against 3941 in 1874. No return is given under this head for the Court of Queen's Bench, or for the Court of Common Pleas.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimant sooner appear.]

AYTON (Wm. Scrope), of Allerton Hill, near Leeds, Esq. 46 Annuities for thirty years. Claimant, said Wm. S. Ayton.

CLARKE (Candell), of Wymondham, Norfolk, gentleman, and WINGFIELD (Wm.), of Wickwood, Norfolk, gentleman. 472 1/2s. Three per Cent. Annuitants. Claimants, said C. Clarke and Wm. Wingfield.

CORSENS (Sidney), of Bombay Native Infantry, CORSENS (Edith Maud Stanfield), a minor, and CORSENS (Stanfield Ellis), of Cornwall-terrace, Regent's Park, Esq. 231 1/2s. 6d. Three per Cent. Annuitants. Claimant, said Edith M. S. Corsens, spinster, formerly a minor, now of age, the survivor.

CORSENS (Lieut. Sidney), of Sidecup-house, Kent; CORSENS (Edith Maud Stanfield), a minor, daughter of the said Sidney Corsens; STANFIELD (Annie), of New-croft, widow; and CORSENS (Stanfield Ellis), of Sherborne-lane, Esq. 212 1/2s. 2d. Three per Cent. Annuitants. Claimant, said Edith M. S. Corsens, spinster, formerly a minor, now of age, the survivor.

JOHNSTON (Jno.), of Bath, gentleman; WALKER (Geo. Gustavus), of Cranford, Dumfriesshire, Esq.; and RYLE (Rev. Jno. Chas.), of Stradock, Suffolk. One dividend on the sum of 1000s. 8d. Reduced Three per Cent. Annuitants. Claimant said Jno. Johnstone.

LANCASTER (John), of Hindeley Hall, near Wigan, Esq.; HEWLETT (Alfred), of the Grange, Coppull, near Wigan, Esq.; and FLETCHER (John), of Clifton, near Manchester, Esq. One dividend on the sum of 213,105 1/2s. 2d. Three per Cent. Annuitants. Claimant, said John Lancaster.

RUSSELL (Right Hon. and Rev. Lord Wrottesley), rector of Chesham, Bucks; BARRINGTON (Rev. Lowther John), rector of West Tytherley, Hants; and NEWMAN (John), of Brands House, Hushenden, Esq.; and BLACKMAN (Rev. Charles), of Chesham, Bucks. 212 1/2s. 8d. New Three per Cent. Annuitants. Claimants, said Right Hon. and Rev. Lord W. Russell, the Hon. and Rev. Lowther J. Barrington, and John Newman, the survivors.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BROWN (G. and J.) AND COMPANY.—Petition for winding up to be heard Nov. 10, before V.C. H.

CORNWALL CEMENT COMPANY (LIMITED).—Petition for winding up to be heard Nov. 11, before the M. R.

LIVERPOOL AND CONTINENTAL STEAMSHIP COMPANY (LIMITED).—Petition for winding up to be heard Nov. 11, before the M. R.

MAMMOTH COPPERMINE OF UTAH (LIMITED).—Petition for winding up to be heard Nov. 11, before the M. R.

NEW ROSARIO SILVER MINING COMPANY (LIMITED).—Petition for winding up to be heard Nov. 10, before V.C. M.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

COCKLE (Thos.), Hillbrow Haddenham, Isle of Ely, Cambridge, farmer. Nov. 27; Ephraim Wayman, solicitor, Cambridge. Dec. 11; M. R. at eleven o'clock.

HUXLEY (Joseph), 25, St. Martin's-lane, Fields, Chester, brewer and wine merchant. Nov. 30; Henry Martin, solicitor, Nantwich. Dec. 8; V.C. M., at twelve o'clock.

LOYD (Robert), Middleborough, York, ironmaster. Nov. 29; Jno. S. Stubbs, solicitor, Middleborough. Nov. 27; V.C. M., at twelve o'clock.

LINDO (Sarah), Stoke Newington, Middlesex, spinster. Dec. 11; E. W. Grosse, solicitor, 7, Lancaster-place, Strand, Middlesex. Dec. 21; V.C. H., at twelve o'clock.

POOLER (Geo.), Twicken, Devon, farmer. Dec. 1; Frederick Day, solicitor, South Molton, Devon. Dec. 15; M. R., at eleven o'clock.

SYERS (Morris Robert), 15, Oxford-street, Middlesex Music Hall proprietor. Dec. 10; Wm. Millman, solicitor, 9, Southampton-buildings, Chancery-lane, London. Dec. 15; V.C. H., at twelve o'clock.

TOMKINS (Anne) Leake, Lincoln, spinster. Dec. 1; Richard W. Shillington, solicitor, Boston, Lincoln. Dec. 11; V.C. M., at twelve o'clock.

YOUNG (Patterson), Seawa, near Penrith, Cumberland. Dec. 1; Harrison and Little, solicitors, Penrith. Dec. 14; V.C. M., at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Parties are to be sent.

BURWASS (King), formerly of 21, Brixton-lane, London, but late of 18, King William-street, London, E.C., and of 354, Cambridge-street, Holloway, Middlesex, formerly Public and Treasurer of Langrune. Nov. 30; Blunt, Tebbe, and Lawford, solicitors, 25, Great-lane, London.

BURY (Henry), Brankome Tower, near Poole, Dorset. Dec. 31; Swinburne and Parker, solicitors, 25, Bedford-row, London.

BAKER (Henry), Melton Hall, Essex, Esq. Nov. 28; James S. Pope, solicitor, Trinity-street, Colchester.

BONE (Chas. B.), Redruth, Cornwall, agent. Nov. 27; Samuel T. G. Downing, solicitor, Redruth.

BINNS (Geo.), Hanover-street, Sheffield, grocer. Dec. 10; Geo. Binns, 1, Moorhead, Sheffield.

BLOOD (Jos. Howell), Witham, Essex, gentleman. Jan. 1; Wm. B. Blood, solicitor, Witham, Essex.

BOSCHY (Chas.), 25, Roupell-street, Lambeth, Surrey, licensed victualler. Nov. 27; Farmer and Robins, solicitors, 11, Pangloss-lane, London, E.C.

BEVAN (Samuel), late of The Grange, Ramsgate, Kent, and of Porteus House, Paddington, Middlesex, and formerly of Pangbourne, Berks, gentleman. Nov. 30; Bevan and Whitting, solicitors, 6, Old Jewry, London.

BESTOCK (Wm.), Bold-place, Liverpool, seaman. Jan. 23; F. Whitaker, Duchy of Lancaster Office, Lancaster-place, Strand, London.

BUTCHER (Wm.), 9, Waverley-place, St. John's-wood, Middlesex, gentleman. Dec. 1; N. Bennett, solicitor, 4, Furnival's-inn, London.

COLEMAN (Matthew T.), 4, Victoria-terrace, Surbiton, Kingston, Surrey, surveyor. Dec. 13; Trollope and Winchworth, solicitors, 51, Abingdon-street, Westminster.

CURRIER (Thomas), 3, St. Peter's-square, Wolverhampton, fruit-dealer. Dec. 30; John Riley, solicitor, Wolverhampton.

CIRCUIT (John Cubis), Rainham, Essex, farmer and market gardener. Dec. 1; Thomson, Son, and Brooks, solicitors, 15, Rood-lane, London.

CLARK (Jno.), 4, High-Swinburne-place, Newcastle-upon-Tyne, boot and shoe maker. Dec. 27; E. Clark, solicitor, 22, Granger-street, West, Newcastle-upon-Tyne.

CHAMBERS, otherwise FELTOS (Caroline), formerly of 6, Bramley-terrace, South Bridge-road, Surrey, and late of 31, Hanover-street, Piccadilly, Middlesex, spinster. Dec. 4; Beale and Co., solicitors, 30, Waterloo-street, Birmingham.

DAVIS (Daniel), Cannacro, Stonehouse, Gloucester, gentleman. Feb. 1; Samuel Phipps, solicitor, Cannacro.

DICKER (Dr. Wm. H.), M.D., The Grange, St. Peter Port, Guernsey (formerly surgeon in H.M.'s service). Nov. 30; Alfred Guerin, (law advocate), Court-place, Guernsey.

FLETCHER (Aaron), Brimington, Derby, gentleman. Dec. 21; R. T. Gratton, solicitor, 5, Knifesmith-gate, Chesterfield.

FIELD (Right Rev. Edward), D.D. (late Bishop of Newfoundland), and late of Hamilton, Bermuda, West Indies. Dec. 12; Geo. Clarke, solicitor, Foregate-street, Worcester.

FRANCIS (Alfred), Waltham Abbey, Essex, a Lieut.-Colonel on the retired list of the Bengal Army. Dec. 11; M. and F. Davidson, solicitors, 35, Spring-gardens, London, S.W.

FLEURY (Margaret), 47, York-terrace, Everton, Liverpool, widow. Nov. 27; T. and W. Dodge and Phipps, solicitors, 15, Lord-street, Liverpool.

GINGER (Eather), formerly of Aston Clinton, Bucks, and late of 1, Briston-rise, Surrey, spinster. Dec. 9; James and Horwood, solicitors, Aylesbury, Bucks.

GREEN (Thos. Wm.), Fernside House, near Poole, Dorset, gentleman. Jan. 1; Chadwick and Sons, solicitors, Dewsbury.

GREY (Georgiana S.), late of Khandallah, Blackheath, Kent, and formerly of Malcolm Peth, St. Leonards-on-Sea, Sussex, widow. Dec. 30; Burn and Galloway, solicitors, 16, Fresham-street, London.

HAYDO (Patrick D.), The Priory, Sudbury, near Harrow, Middlesex, Esq. Dec. 9; Freshfield and Williams, solicitors, 5, Bank-buildings, London, E.C.

JAMES (Richard), formerly of Charnmouth-villa, Weston-super-Mare, but late of Holmer-villas, Hereford, Esq., late a Captain in the 2nd Warwickshire Militia. Nov. 30; Blunt, Tebbe, and Lawford, solicitors, 26, Gresham street, London.

JELL (Geo.), Lydd, Kent, hairdresser. Nov. 25; Henry Stringer, solicitor, new Romney, Kent.

JOHNSTON (Frances A.), 140, Queen's-road, Liverpool. Dec. 1; E. and E. L. Waugh, solicitors, Cockermouth.

JULIAN (Mordaunt), 34, St. Luke's-road-villas, Westbourne Park, Middlesex, Esq. Nov. 25; Jno. M'Clellan, solicitor, 50, Bedford-row, London.

JOY (Wm.), formerly of Fir Cottage, Canton, near Cardiff, Glamorgan, but late of Park Villa, Treowen, Aberdare, plasterer. Dec. 1; M. Heard, solicitor, 24, Trinity-street, Cardiff.

KENDALL (Wm.), Denshanger, Pansham, Northampton, farmer. Dec. 30; Jno. Parrott, solicitor, Stony Stratford.

KENDRICK (Elizabeth), 7, Philpot-street, Commercial-road, Middlesex, widow. Nov. 30; Morris, Stone, and Co., solicitors, 5, Finsbury-circus, London.

LUDLOW (Henry G. G.), Haywood House, Westbury, Wilts, Esq. Jan. 1; H. W. Pinniger, solicitor, Westbury.

MANGER (Thos.), formerly of Ewell, near Dover, but late of Buckland, Dover, gentleman. Dec. 16; P. B. Claris, solicitor, 38 and 39, Biggin-street, Dover.

MOSEY (Thos. A. B.), 11, St. James's-place, St. James's-street, Middlesex, Esq. Dec. 25; A. Balderston, solicitor, 32, Bedford-row, Middlesex.

MARTIN (Thos.), Gwennap, Cornwall, gentleman. Nov. 9; S. T. G. Downing, solicitor, Redruth, Cornwall.

NICHOLSON (Chas.), Netheredge, Sheffield, gentleman. Nov. 27; C. G. Esam, solicitor, 15, George-street, Sheffield.

PAGE (Henry), 26, Norfolk-square, Paddington, Middlesex, and of 2, Market-buildings, Mincing-lane, London, merchant. Nov. 30; C. O. Humphreys, solicitor, Gillespie-chambers, Holborn-viaduct, London.

PITCHARD (Taylor), 44, Camden-road, Holloway, Middlesex, Esq. Dec. 1; Shephard and Sons, solicitors, 32, Finsbury-circus, London.

PRELPS (Wm.), 18, Montague-place, Russell-square, Middlesex. Dec. 30; Hardisty and Rhodes, solicitors, 43, Great Marlborough-street, Middlesex.

PHILLIPS (Wm.), Fell Foot Cottages, near Staveley, West-morland, bobbin manufacturer. Dec. 12; C. G. Thomson and Wilson, solicitors, Finkle-street, Kendal.

ROBERTSON (Hon. John), 25, Sussex-square, Paddington, Middlesex, and of St. John's, New Brunswick, Canada. Dec. 31; F. L. Soames, solicitor, 10, New Inn, Strand, London.

ROSEWARNE (Richard), Coswinsawen, Gwinear, Cornwall, gentleman. Nov. 27; Samuel T. G. Downing, solicitor, Redruth, Cornwall.

ROBERTSON (Mary), Harrow Hotel, Hollington, Sussex, widow. Dec. 9; C. D. Jones, solicitor, 1, Harold-place, Hastings.

ROPER (Francis), Halifax, York, general ironmonger. Dec. 9; Wm. H. Boocock, solicitor, Silver-street, Halifax.

SCOTT (Geo.), late of Benilton, Sutton, Surrey, and of 44, Christian-street, St. George's-in-the-East, Middlesex, and formerly of Stratford, Essex, engineer. Dec. 8; Hillery and Co., solicitors, 3, Fenchurch-buildings, London.

SPRATT (Isaac), late of 18, Brook-street, formerly called Little Brook-street, Hanover-square, Middlesex, toyman. Nov. 30; W. F. Low, solicitor, 67, Wimpole-street, Cavendish-square, Middlesex.

SMITH (John), Halesworth, Suffolk, gentleman. Dec. 6; Musket and Garrod, solicitors, Dias, Norfolk.

SMITH (John), 10, Colterton Park, Sherburn, York, farmer. Feb. 1; Hett, Frost, and Hett, solicitors, Brigg.

SNYDER (Allan), 35, Queensborough-terrace, Baywater, Middlesex, and of Melbourn, Esq. Dec. 1; W. W. Gabriel, solicitor, 43, Lincoln's-inn-fields, London.

SCOTT (Harriet), 34, Lorrimer-road, Walworth, Surrey, widow. Dec. 1; Dawes and Sons, solicitors, 9, Angel-court, Thurgomston-street, London.

THOMPSON (Eather), West-hill Lodge, Brighton, spinster. Nov. 30; Tarrant and Mackrell, solicitors, 2, Bond-court Walbrook, London.





cited that debentures to the amount of £25,000 had been or would be issued, and provided that there should be no priority between the holders of the debentures as between themselves. Sixty of these debentures were taken up by the public, and the remaining forty were afterwards mortgaged by the directors by way of collateral security for an advance of money. The company having been ordered to be wound-up: Held (affirming the decision of Malins, V.C.), that the mortgagees were entitled to prove in the winding-up for the full nominal value of the debentures *pari passu* with the other debenture holders, but so as not to receive more than was due so them in respect of money advanced, interest, and costs: (*Re Regent's Canal Ironworks Company*, 35 L. T. Rep. N. S. 288. App. Ct.)

**ASSURANCE COMPANY—NOVATION—AMALGAMATION OF COMPANIES—TRANSFER OF ASSETS TO MEET CLAIMS.**—The deed of settlement of the Industrial Assurance Company gave power to dissolve the company by means of a resolution passed at a general meeting and confirmed at a second general meeting, and provided that thereupon the directors, after satisfying all immediate claims on the company, should obtain from some other company an undertaking to satisfy the remainder of the claims when the time for payment should arrive, and should transfer to such other company so much of the assets as should be agreed upon as sufficient to meet such claims. In accordance with these provisions, the Industrial Company was in 1855 dissolved, and a portion of its funds transferred to the People's Provident Society, which covenanted to satisfy the liabilities of the Industrial Company. In 1851 C. effected a policy of life assurance with the Industrial Company on the non-participating scale. This provided that the subscribed capital, funds, and property of the company should alone be liable to answer all claims under the policy, which was made subject to the conditions of the deed of settlement. C., though a non-participating policy holder not entitled to vote at meetings of members, received notice of the intended amalgamation, but he received no formal notice of the completion of the amalgamation, nor was his policy indorsed by the People's Provident Society. To that society, however, he paid his premiums for fifteen years, and the receipts were made out in his name. Held (affirming the decision of Lord Romilly), that the amalgamation was valid and binding upon C., and that he was also bound by acquiescence. Held, also, that the deed of settlement did not mean that the assets transferred to the transferee company should be earmarked, and kept separate for the purpose of being applied only to the payment of the liabilities of the transferring company: (*Re European Assurance Company*, 35 L. T. Rep. N. S. 290. App. Ct.)

**WINDING-UP—COMPANIES ACT 1862—UNREGISTERED COMPANY OF MORE THAN TWENTY MEMBERS.**—Quere, whether a company consisting of more than twenty persons, and which is illegal by reason of its not having been registered under the Companies Act 1862, can be ordered to be wound-up under the 199th section of that Act on the petition of either a member or a creditor. The solicitors of an illegal company of this kind presented a petition for the winding-up of the company as creditors in respect of a bill of costs which consisted partly of their professional charges in connection with the formation of the company, and partly of charges for work done on the retainer of the manager and committee of superintendence of the company. Held (affirming the decision of Malins, V.C.), that as the solicitors, having been parties to the illegal act of forming the company, could not recover their charges in connection with its formation, and as the authority of the manager and committee to retain them for the other work could only be proved by the production of the deed constituting the company, which, owing to its illegality, could not be admitted as evidence, they could not establish a sufficient debt to support their petition, which was accordingly dismissed with costs: (*Re the South Wales Atlantic Steamship Company*, 35 L. T. Rep. N. S. 294. App. Ct.)

**REGULATION OF RAILWAYS ACT—OPENING OF RAILWAY—JURISDICTION OF BOARD OF TRADE.**—The Board of Trade has exclusive jurisdiction, by 5 & 6 Vict. c. 55, to postpone the opening of a new line of railway, provided their inspector has made his report that the opening would be dangerous to the public using the same, and assigned reasons for his opinion, because of the incompleteness of the works; and the court has no jurisdiction to inquire whether the power of the Board of Trade has been properly exercised, or the reasons assigned are valid. The incompleteness may be on the old line, with which the new is connected, and need not exist on the line proposed to be opened, for the jurisdiction to be exercisable; and it may consist in a general defectiveness or imperfection in the works as well as in their being in an unfinished state: (*Attorney-General v. Great Western Railway Company*, 35 L. T. Rep. N. S. 302. M. R.)

## MAGISTRATES' LAW.

## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover .....	Wednesday, Nov. 15.	W. W. Ravenhill, Esq. ....	10 days .....	Thomas Lamb.
Nottingham .....	Saturday, Nov. 4 .....	Richard Wildman, Esq. ....	9 days .....	Arthur Wells.
Stamford .....	Wednesday, Nov. 8 .....	The Hon. E. C. Leigh .....	10 days .....	John Torkington.
Wigan .....		Joseph Catterall, Esq. ....		Thomas Head.

## BOW-STREET POLICE COURT.

Tuesday, Oct. 30.

(Before Mr. FLOWERS.)

## Vagrant Act—Subtle craft—Spiritualism.

MR. HENRY SLADE, the medium, was charged with defrauding Professor Edwin Ray Lankester and others by various subtle devices.

George Lewis appeared for the prosecution; Munton for the defence.

MR. FLOWERS said.—The questions in this case are two—First, do the facts alleged constitute an offence under the Vagrant Act? and, second, did Slade do what he is alleged to have done? The offence defined by the Vagrant Act is "Professing or pretending to tell fortunes, or using any subtle craft, means, or device, by palmistry or otherwise, to deceive or impose on any of Her Majesty's subjects." I think that in order to constitute this offence, two things are necessary, viz., using some subtle craft, means, or device like palmistry, and an attempt to deceive or impose on some person. Palmistry is defined in Richardson's dictionary thus:—"Divination by inspection of the hands, from the roguish tricks of the pretenders to this art; to palm; to trick, or play a trick; to impose upon, or practise a trick, imposition, or delusion, more restrictedly, to palm is to hold and keep in the palm, to touch with the palm, to handle." The definitions given by Johnson and Webster are very similar. The trick imputed to Slade consists in falsely pretending to procure from spirits messages written by such spirits upon a slate held under the table by Slade for the purpose, such messages having previously been written by himself. Such a trick seems to me to be "a subtle craft, means, or device" of the same kind as fortune telling. In each case the impostor pretends to practise a magical, or at least an occult art. I am confirmed in this view by the language of another statute, to which reference has been made in the course of these proceedings, the 9th Geo. 2, c. 5. This Act repealed that of Jac. 1, c. 12, by which witchcraft was made felony, and prohibited prosecutions for the offence of "witchcraft, sorcery, enchantment, and conjurations," which, apart from the statute of James, was punishable by the ecclesiastical courts and perhaps common law. It then enacts that for the more effectual preventing and punishing any pretences to such arts or powers as are before-mentioned, whereby ignorant persons are frequently deluded and defrauded, or if any person pretended to exercise or use any kind of witchcraft, sorcery, enchantment, or conjuration, or undertook to tell fortunes, or pretended from his or her skill or knowledge in any occult or crafty science to discover goods supposed to be lost or stolen, he shall upon conviction on an indictment be liable to a year's imprisonment, and be set in the pillory four times. The punishment of the pillory is abolished, but the rest of the section remains in force, and I refer to it only to illustrate the meaning of the Vagrant Act. It seems to me that Act forbids substantially the same thing: "The practice of occult and crafty sciences," to use the words of the Act of Geo. II.; "subtle, crafty means or devices, by palmistry or otherwise," to use the words of the Act of Geo. IV. For these reasons I think that if by the trick I have described Slade tried to impose on Professor Lankester and Dr. Donkin, he committed an offence against the Vagrant Act. And this brings me to the second question. Did he do so or not? a question which lies in a narrow compass, though much time has been occupied in its discussion. I was unwilling to exclude evidence to which the parties attached importance, and I accordingly admitted a good deal which, when given, appeared to me at the time, and still appears to me, irrelevant. On the one hand, I attach no importance to the evidence of Mr. Maskelyne given on the summons for conspiracy, because it proves what no one can doubt, namely, that some things done by Slade might be done by a conjuror. On the other hand, I cannot attach importance to the evidence of the witnesses for the defence, because they only prove that on other occasions strange—if you please, very strange—things happened in Slade's presence, and that they did not perceive that he caused them. I forbear, however, to speculate on these matters, and confine myself to what happened between Slade, Lankester, and Donkin. The whole case turns upon the evidence of the two last-named persons, which, in a few words, is to the effect that they saw Slade's hands move as

if he was writing, and that on snatching the slate from him immediately afterwards, and before it was placed in the position in which the spirits were to write, and without any sound as if of writing, they found words written upon it. If this be true, it involves the inference that Slade wrote the words himself, and that, therefore, he could not think the spirit of his wife had written them. I must decide according to the well-known course of nature, and if it be true that the two witnesses saw the motions that they describe, and found the writing on the slate immediately afterwards, it is impossible for me to doubt, whatever happened on other occasions, that Slade did on that occasion write those words on that slate in order to cheat Professor Lankester and Dr. Donkin. It is true that Simmons said there was nothing to pay, as Lankester and Donkin were not satisfied; but the question is, whether subtle craft, means, or device was used to impose on these gentlemen; and it clearly was, as the money would have been paid if the trick had not been discovered. Upon the whole I think that an offence against the Vagrant Act has been proved, and, considering the grave mischiefs likely to result from such practices, mischiefs which those who remember the case of Home, also a professional medium, cannot consider unsubstantial, I feel I cannot mitigate the punishment the law imposes, and therefore I sentence the defendant to three months' imprisonment with hard labour in the House of Correction.

## REAL PROPERTY AND CONVEYANCING.

## NOTES OF NEW DECISIONS.

**WILL—HONORARY TRUST—REQUEST FOR PURCHASE OF AN ADVOWSON—DIRECTION TO ACCUMULATE—RIGHT OF LEGATEE TO IMMEDIATE TRANSFER OF FUND.**—A testator gave £12,000 to trustees, on trust, with the whole or such part as they should think fit of that sum to purchase an advowson, and nominate to it such person as they should think proper. Subject to this trust the advowson was to be held in trust for A. until he should have a benefice worth a clear £1000 a year, or died. Until the advowson was purchased the fund was to accumulate, and at the end of twenty-one years, or on the death of A., or on his being presented to a benefice worth a clear £1000 a year, the fund, or so much of it as had not been employed in the purchase, was to belong to A. absolutely. The fund had been accumulating for about twelve years. No advowson had been purchased, but the trustees were not desirous to be relieved of their trust: Held, that under such circumstances A. was not entitled to have an immediate transfer to him of the fund: (*Gott v. Nairne*, 35 L. T. Rep. N. S. 209. Chan. Div.)

**LUNACY—SETTLED ESTATE—LUNATIC TENANT FOR LIFE—CONSENT OF COURT TO BARRING ENTAIL—INTEREST OF LUNATIC.**—A lunatic was tenant for life of certain real estates, including the advowson of a rectory. A lease of this property had been granted by order of the court for ninety-nine years, if the lunatic should so long live. This lease had become vested in a person who was also first tenant in tail in remainder expectant on the death of the lunatic without issue male. The lunatic was over eighty years of age, and had never had any issue. The first tenant in tail in remainder wishing to sell the next presentation to the rectory presented a petition praying the court, as protector of the settlement, to consent to the barring of the entail of the advowson. Held, that the court ought not to interfere, as the application was not made for the benefit of the lunatic's estate: (*Re Thorp*, 35 L. T. Rep. N. S. 293. Ct. of App.)

**WILL—DEVISE BY TRUSTEE—VENDOR AND PURCHASER ACT 1874, SECT. 9.**—A testator gave pecuniary legacies out of his unsettled property, and then gave "the rest and residue of his unsettled property" to A. The will contained no devise of trust estates. Held, that although by this disposition the testator's own real estate was charged with legacies, an estate of which he was trustee passed under the residuary devise: (*Re Brown and Sibley*, 35 L. T. Rep. N. S. Chan. Div.)

## COUNTY COURTS.

## BRISTOL COUNTY COURT.

Friday, Oct. 27.

(Before R. A. FISHER, Esq., Judge).

WREY v. CLEMENTS.

*Equity partition suit—Judges notes—Appeal.*

HIS HONOUR delivered judgment in this equity suit, which was heard before him some time since.

Poole (instructed by Bramble) appeared for the plaintiff.

Budd (instructed by C. A. Peters) for defendant.

The case arose out of a disputed claim to some property in Hotwell-road, which the defendant alleged belonged solely to him as heir-at-law under a will made at the end of the last century, but this claim was not at the time sustained, and his Honour in October last directed the property to be sold, and the proceeds divided between certain parties who were then held to be entitled to it. The property was accordingly sold by auction, and Mr. William Manning, butcher, of the Hotwell-road, became the purchaser for the sum of £460. Subsequently the purchaser's solicitor discovered a will, dated 1783, which he alleged affected the title to the property, which, in fact, if valid, would have shown that the plaintiff had not the title to it which she claimed, and the purchaser accordingly refused to complete his purchase, and a summons was then taken out on behalf of the vendor for an order calling on him to do so. That summons was adjourned from time to time, until the 24th July last, when the judge heard the arguments on either side, and reserved his judgment, which he now gave.

His Honour held that the purchaser's objection to the title was not sustained, that he had not proved that the old will related to the property in question, and that being so he made an order on him to complete the purchase, and pay the costs incurred by his refusal to do so.

Budd said his Honour's decision being against him, he felt it his duty to appeal against it, and he would ask his Honour to be good enough to state upon his notes all the facts and all the evidence that had been brought before him. The mode in which he intended to appeal was under the 28 & 29 Vict. c. 50 s. 6.

His Honour.—That, I say, is not applicable. You can only appeal by each of you drawing up a special case.

Budd said there were two modes of appeal, one by special case and the other under this section, to which he now called his Honour's attention. The section provided that any person aggrieved by a decision in a County Court, should have the right to appeal within eight days of the same being given by motion to the court to which such appeal lay, instead of by special case, such motion to be *in part* in the first instance, and to be granted on such terms as to costs, &c., as the court might deem fit; and at the trial or hearing of the case, the judge, at the request of either party, should make a note of any question arising at such trial, and of the facts and evidence in relation thereto, and of his decision thereon; and furnish a copy thereof if asked for.

His Honour.—You see that is where you failed; you did not request me to make a note of the evidence.

Budd.—It is your duty to make a note of the evidence.

His Honour.—Only at your request. What I say is that you must proceed by special case.

Budd.—That I decline to do: I shall proceed by motion, and I ask your Honour to make a note.

His Honour.—You should have requested me at the hearing to make particular notes of the evidence.

Budd.—But I say it is your duty, your Honour, to make notes.

His Honour.—Only at your request.

Budd.—Then I take a different view of your Honour's duty, and if necessary, I shall bring the matter before a superior court. I intend to proceed by way of motion, and if your Honour has at notice of the evidence, I must support it by affidavit or take the case over again. If your Honour declines at my request to make a proper note of the evidence, of course I must submit.

His Honour.—I am very sorry you should not draw up a special case.

Budd.—Then I agree to do. I was very sorry to decline to comply with my request: I express my extreme surprise that in a matter of this kind you should show diffidence in the way.

His Honour.—There is diffidence in the way. There are two avenues open to parties dissatisfied, either to request by special case, or by calling special attention to any point which seems to arise, or way of appeal.

Budd.—It is assumed that a judge

His Honour.—It is not assumed.

Budd.—Very well: I will bring

an other note.

His Honour.—If I were to take notes in all cases, I should sit till Domesday.

Budd.—I must express my extreme surprise that in a case of this description, in which there was every likelihood of an appeal, I should be met with the objection that you have taken no notes of the evidence. If we had a special case your notes would be essential, and therefore I say it is the duty of a judge to take notes of the evidence.

His Honour.—Fortunately or unfortunately my memory is one of extraordinary tenacity, and—

Budd.—Then I ask your Honour to make a note of the case from your tenacious memory.

His Honour.—I think you had better proceed by special case.

Budd.—I shall do nothing of the kind. Do you decline to furnish me from your tenacious memory with notes of the evidence? If you decline, then say so.

His Honour.—You must proceed in the way in which the law directs.

Budd.—Of course I shall proceed according to the law.

His Honour.—That is my answer to the application.

Budd.—You won't give me anything?

His Honour.—I have no more to say.

Budd.—I now ask you whether you will give me a copy of your notes?

His Honour.—I decline to give you a copy of my notes.

Budd.—Or to make any note of the evidence?

His Honour.—I am not going to be cross-examined.

Budd.—I don't wish to make it unpleasant for you.

## BATH COUNTY COURT.

Thursday, Sept. 28.

(Before C. F. D. CAILLARD, Esq.)

P. J. ADDIS v. H. SHEPPARD.

*Duty of bailiffs—Authority conferred by distress warrant.*

THIS was rather a novel case, and one of some importance to those who undertake the levying of distress warrants.

The plaintiff is a milliner, residing in Argyle-street, and the defendant is an auctioneer carrying on business on the Upper Borough walls.

Hodson (instructed by F. H. and E. A. M. per) for the plaintiff.

Bartram for the defendant.

The case was partly heard at a former sitting of the court, and from the facts then elicited, and those deposed to-day, it appears that a Mrs. Hill for some time occupied apartments at the house of the plaintiff, who, being unable to get her rent, obtained a distress warrant, which was placed in the hands of the defendant to execute, the arrears due being £24. A man was placed in possession by him, and it was alleged that in consequence of the negligence of this individual a quantity of the goods—especially plated articles—was removed by the lodger, some of which on complaint being made, were brought back. The furniture was subsequently removed to the auction room of Mr. Sheppard, who, however, refused to sell them, owing to being threatened with legal proceedings by Mrs. Hill and other parties interested in her estate. The value of the goods was estimated at £16 1s. 6d., and during the negotiations which ensued on this refusal, Mr. Sheppard offered to allow the plaintiff to take away the furniture, or to sell it if she or her solicitors would give him an indemnity. This on their side was declined, and the present action was commenced for the purpose of holding the defendant responsible not only for the goods actually seized, but those subsequently removed, and returning them, the whole amounting to £44 10s.

Hodson contended that the defendant having undertaken to perform the duty of bailiff, it was incumbent upon him to carry it out in the ordinary way. Neither ought he to have been deterred from doing it by any idle threat which other persons might have indulged in to him. In reply to his Honour.

Bartram stated that there was no decision in a similar case in regard to the law as he could ascertain, and he therefore relied on the general legal principle he had laid down.

Hodson submitted the absence of any guiding case, but maintained that there was no reason why his client should go in the face of the actions with which he was threatened. In default of returning an indemnity, Mr. Sheppard had endeavoured to act with scrupulous fairness towards all the parties. He had been put to a large amount of trouble and inconvenience in endeavouring to reimburse the threatened demands made upon him, and with the most scrupulous he had been kind in all cases and proceeded by law. Should however, Mr. Sheppard be held responsible in the legal point

—submitted that the amount for which they he held responsible was the value of the goods taken.

His Honour, in giving judgment, said it was rather unfortunate that there was no decision touching this particular question, viz., whether a bailiff, or an agent to a landlord or landlady, having taken upon himself the duty of seizing goods and removing them, was bound to go a step further and sell them. He therefore could only decide the case upon general principles. Fortunately, if he should happen to be wrong, and the party against whom he decided was not satisfied with his judgment, he could be set right by a Superior Court, the opinion of which would be extremely valuable. His own opinion, however, upon the general principle was clear and strong. In his view, the defendant having taken upon himself a duty, viz., to act vicariously for the landlady and for a valuable consideration, he was bound to carry it out to the ultimate end. Neither did he think that any circumstances had arisen to absolve him from that responsibility. At the same time he could not, upon the evidence before him, take account of the goods said to have been removed or the alleged losses. His verdict would be for £16 1s. 6d., the value of the property in defendant's possession.

Verdict accordingly.  
Hodson asked to have the costs certified on the higher scale, but this the court declined to grant.

## BANKRUPTCY LAW.

## LIVERPOOL COUNTY COURT.

(Before J. F. COLLIER, Esq., Judge.)

Ex BLACKBURN and PAWSON.

*Trustee—Accounts.*

THIS was an adjourned motion for an order upon Mr. Vine, the former trustee of the estate, to render an account of his stewardship as such trustee. Voluminous accounts had been rendered to the new trustee, Mr. Bolland, but they were alleged to be in many respects defective, and exemplified the folly of carrying on the business of a bankrupt with a view to profit, the assets at the outset in the present case being valued at £1500, but after a few months' trading being all swallowed up in expenses, and a deficiency shown of £156.

Love, for the trustee, now submitted that Mr. Vine was still in default, inasmuch as he had not delivered up the vouchers for his payments, nor yet a petty cash book, which, it was stated, had been kept.

Etty, for Mr. Vine, admitted that there might still be some minor requirements unaccomplished with, but substantially all that was requisite to satisfy the new trustee had been furnished; and if upon a complete investigation of the accounts his client was shown to be in default, he would readily comply with the order of the court.

Finally, after some discussion, it was ordered that all books and documents still in the possession of the trustee be handed to the registrar, and that the terms of the original motion should be obeyed by Mr. Vine.

His Honour also ordered that Mr. Vine should pay the costs of and incidental to the motion.

## LEGAL NEWS.

## OPENING OF THE COURTS.

THURSDAY being the first day of Michaelmas sittings the courts were opened at Westminster with the customary formalities. As usual at the commencement of the legal year, the judges breakfasted with the Lord Chancellor at his private residence, and then proceeded to Westminster Hall, where a large concourse of spectators had assembled to witness their arrival. During the long vacation great changes had taken place on the bench. Mr. Justice Blackburn has been elevated to the House of Lords as a Lord of Appeal in Ordinary, and his place in the Queen's Bench has been taken by Mr. Hawkins, Q.C. Three judges of the Common Law Division—Mr. Baron Bramwell, Mr. Justice Brett, and Mr. Baron Amphlett have been made judges of appeal. Two vacancies have occurred by the deaths of Mr. Justice Quain and Mr. Justice Archbell. The first has been supplied by Mr. Manisty, Q.C., but the other vacancy has not yet been filled up. In addition to these changes, Mr. Gurnea, the late Lord Aldvorth, has been made a Lord of Appeal in Ordinary. Mr. Hawkins and Mr. Manisty were among the judges who were most warmly greeted.

In the Queen's Bench Division, before Lord Chief Justice Cockburn and Justices Mellor and Lind, the new judges, Mr. Justice Manisty and Mr. Justice Hawkins took the oath. It was afterwards announced that Mr. Justice Mellor was the next upon the list as election judge for the present year.

It is said that Mr. Lopes, Q.C., has been appointed to one of the remaining vacancies on the bench.

## WINTER ASSIZE COUNTIES.

AN Order in Council published in the *London Gazette* of Oct. 27, and made in pursuance of the Winter Assize Act 1876, provides that the Northern and Salford Divisions of Lancashire, Cumberland, and Westmoreland shall, for the purpose of Winter Assizes, form one county, under the name of the Winter Assize County No. 1. Similar Orders in Council constitute eleven other Winter Assize counties, and name the respective towns where the Winter Assizes are to be held.

The Winter Assize County No. 2 will comprise the county of York and the county of the city of York—the assizes to be held at Leeds.

No. 3 will comprise the county of Lincoln, the county of Nottingham, and the county of the town of Nottingham—the assizes to be held at Lincoln.

No. 4 will comprise the county of Derby, the county of Leicester, the county of the borough of Leicester, and the county of Rutland—the assizes to be held at Derby.

No. 5 will comprise the county of Warwick, the county of Northampton, the county of Bedford, and the county of Buckingham—the assizes to be held at Warwick.

No. 6 will comprise the county of Norfolk, the county of Suffolk, the county of Huntingdon, and the county of Cambridge—the assizes to be held at Norwich.

No. 7 will comprise the county of Oxford, the county of Worcester, the county of Hereford, the county of Monmouth, the county of Gloucester, and the county of the city of Gloucester—the assizes to be held at Worcester.

No. 8 will comprise the county of Salop and the county of Stafford—the assizes to be held at Stafford.

No. 9 will comprise the county of Southampton, the county of Wilts, and the county of Dorset—the assizes to be held at Winchester.

No. 10 will comprise the county of Devon, the county of Cornwall, the county of Somerset, and the county of the city of Bristol—the assizes to be held at Exeter.

No. 11 will comprise the county of Montgomery, the county of Merioneth, the county of Carnarvon, the county of Anglesea, the county of Denbigh, the county of Flint, and the county of Chester—the assizes to be held at Chester.

No. 12 will comprise the county of Glamorgan, the county of Carmarthen, the county of the borough of Carmarthen, the county of Pembroke, the county of the town of Haverfordwest, the county of Cardigan, the county of Brecknock, and the county of Radnor—the assizes to be held at Swansea.

## THE LATE MR. JUSTICE ARCHIBALD.

LORD COLERIDGE, in the Court of Common Pleas, in a few eloquent words called attention to the great and irreparable loss which not only this court but the Profession at large had sustained in the removal by swift and unexpected death of his most dear friend and honoured and valued colleague, Mr. Justice Archibald. He believed that there was no man who was more honoured by all who knew him, or who better deserved the affection which he received. His great powers of mind, his learning, his judgment, his firmness, tempered with gentleness, which was never weakness, made him at once a great judge and a most respected man; and he believed that a more stainless character than his was never borne by any man who ever sat upon the English bench, and that no man was more fit than he to be called away from the great task of judging others to be judged himself.

Mr. Cohen, Q.C., the senior member of the Bar present, expressed the conviction of himself and his friends around him that no man had been more respected and beloved than the late judge, and that the bench could not have sustained a greater loss than it had sustained by his death.

EX-VICE-CHANCELLOR STUART is dead. He was 83.

MR. HAWKINS, Q.C., is the new judge in succession to Lord Blackburn.

TEMPLE GARDENS.—The Inner Temple Gardens, so famous for the growth of chrysanthemums, are now, by permission of the Benchers, thrown open to the public for the autumnal show. The show will remain open until about the middle of the present month. The Middle Temple Gardens do not open for the show of chrysanthemums until somewhat later.

THE CENTRAL CRIMINAL COURT.—The judges assembled on Thursday morning for the purpose of fixing the days for holding the sessions for the ensuing year. There were eight judges on the bench, and they were accompanied by the Lord Mayor. The following days were appointed: 1876. November 20, December 11. 1877. January 3, February 5, March 5, April 9, May 7, May 23, June 25, August 7, September 17, and October 22.

At a session just held, the judge asked an Irish policeman, named O'Connell, "When did you last see your sister?" The policeman replied, "The last time I saw her, my lord, was about eight months ago, when she called at my house, and I was out." Here the court broke into a roar of laughter. The Judge: "Then you did not see her on that occasion?" The Irishman answered, "No, my lord, I wasn't there," at which everybody roared again.

THE LAW COURTS.—That portion of the new law courts by Bell-yard, Temple Bar, which is to be used as offices, is being rapidly proceeded with, and will probably be completed next year. It may perhaps not be generally remembered that the Government, acting on the advice of their own surveyors, took powers in their first Act for setting back by several feet all the houses up to the corner of Chancery-lane. This will obviate the necessity for any further widening of Fleet-street at that part, except at the point where Messrs. Child's premises bulge out most.—*City Press*.

A GARRULOUS JUDGE.—It is not at all surprising that Mr. Commissioner Kerr should carry with him to the Central Criminal Court a habit which is with him not a second, but a part of his primal nature. We refer to his lecturing everybody and everything upon the slightest possible pretext. At the City of London Court this constant habit of "giving a bit of his mind," though it may, perhaps, be the reverse of dignified, does no particular harm; moreover, it helps to amuse if not to edify the hearers, and to vary the monotony of the business of the court, which, relating as it does generally to mere matters of account, is necessarily very dry. At the Central Criminal Court, however, there is always enough of what may be termed human interest in what is transpiring to engage the attention of the audience, without any effort of Mr. Commissioner Kerr. But is so difficult to shift off a habit that, as we have said, it is no wonder it displays itself as strongly in the Old Bailey as in Guildhall-buildings. An illustration of this occurred on Tuesday, when two cases of bigamy were tried before the Commissioner—neither of them revealing any circumstances of a heartless character such as are sometimes present. In one case the man who had married a second time had lost sight of his wife for seventeen years, though it is true he did not make any effort to find her; and in the other a woman whose husband had deserted her after "selling her up" twice, again contracted matrimony. In the first case, Mr. Commissioner Kerr, in sentencing the accused to a month's imprisonment, said it was "very shocking to see the solemn ceremony of marriage treated with such levity, and it appeared as though getting married was considered nothing more than an amusement;" whilst in the other he felt called upon "to repeat that it was shocking to see how the sacred ceremony of marriage was treated. Marriage was one of the most solemn ordinances of the Church, and it appeared to be made quite a mockery of. If they went on in this way, he did not know what society would come to." In this instance he sentenced the prisoner to be kept to hard labour for six weeks; whereupon, says the report, "a well-dressed man, who was stated to be the 'second husband,' upon hearing the sentence, exclaimed, 'She is a good woman; it is a cruel thing to sentence her to six weeks' imprisonment.' The commissioner said she might be a good woman, but she had broken a very solemn ordinance of religion, and had also broken the law, and he could not pass a lighter sentence." Here was a strong illustration of the inconvenience of a judge making speeches in season and out of season. The commissioner's remarks drew forth a reply, and the commissioner thought it consistent with his duty to parley with a man in the body of the court, and justify the sentence which had been passed.—*City Press*.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

NORTH BRITISH, & C., INSURANCE CO. v. LONDON, LIVERPOOL, & C., INSURANCE CO.—This case was reported in the *LAW TIMES*, 14th Oct. I have examined the columns of your issues of 21st and 28th with considerable interest expecting to find under the heading of "Notes on Recent Decisions" some of your usually keen remarks upon the peculiar collateral arguments with which Jessel, M.R., supported his judgment, and his remarkable readings of the "conditions of average." He says: "It is plain, for instance, that the word upon which I am now about to comment, the word 'property,' ought not to have in all the condition clauses of the instrument the same meaning. Take the first condition of the

conditions of average: 'It is hereby declared and agreed, that whenever a sum insured is declared to be subject to the conditions of average, if the property so covered shall at the breaking out of any fire be collectively of greater value than the sum insured thereon, then this company shall pay or make good such a proportion only of the loss or damage as the sum so insured shall bear to the whole value of the said property at the time when such fire shall first happen.' Now, if I read the word 'property' to mean the goods themselves, an extraordinary result will follow. Suppose the person insured has a limited interest—say that he is a person who has a commission of five per cent.—and goods on commission are mentioned in the policy, so that he would insure for one-twentieth part of the value of the property in all; that is, if the property were worth £20,000 he would insure for £1000, being the whole value of his interest, seeing the total loss would be £20,000, they would only pay the £1000 in proportion to the £20,000, or one-twentieth part of it. In other words he would get £250, although his interest was insured for £1000 and was worth £1000. Of course no such case would be contemplated. The man had insured all the interest he had in the property; and if I read that literally and read the word 'property' as meaning the goods only and not the interest of the insurer, or in some cases the liabilities of the insurer (for there is another case contemplated in the policy, that of goods for which the insurer is responsible, and in which he has no interest), that is the extent of the liability he is insured against, surely the word 'property' must mean the interest in the property which is insured whether it is a limited interest in the nature of a commission or in the nature of a life interest." The working out of the conditions of average in the hypothetical case put by the learned Master of the Rolls would be entirely different, and yet would be in the literally exact terms of the policy. Take the example given: Value of property covered (i.e., value at time of fire), £20,000; insurance one-twentieth part, or £1000—total loss of property covered (i.e., whether insured or not), £20,000. Then the stipulation of the average conditions is to pay, not £250, but such proportion only of the "loss," or damage, as the sum so insured shall bear to the whole value of the said property at the time when the fire shall first happen. As £20,000 (total amount of property at risk) is to £1000 (amount of insurance) so is £20,000 (total amount of loss) to £1000 (amount to be paid by insurance company). The condition does not restrict the meaning of the word "loss" to the loss of the insured, but applies it to the loss of the property covered. If the word loss be thus read, the word property becomes capable of consistently bearing the same meaning throughout, and in the supposed case the person would insure an undivided twentieth of the bulk of the whole property by covering the whole to a twentieth of its value, and would receive, in case of destruction by fire, a twentieth part of the value of the whole. Then, again, as to the ninth condition, the Master of the Rolls is reported to have said: "Then the ninth is this, 'If at the time of any loss or damage by fire happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the insured or by other person covering the same property, the company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.' Now what is the meaning of the words 'covering the same property?' I have no doubt, following the reasoning which I have adopted in the other clauses, that it cannot mean the actual chattel. You would have the most absurd consequences if you read the words 'same property' in that sense. If a tenant for life insured his interest only, and the reversioner did not insure, he would get the whole amount; but if the reversioner also insured his interest, as he would insure in a sense the same chattels, although he did it under the description of his reversion, the tenant for life would get only a proportionate part of the amount insured." Here you will see that it could not possibly be meant in the sense suggested, because it is stated in the policy exactly to the contrary. The payment as per condition is to be a proportionate part of the loss, not as per the Master of the Rolls a proportionate part of the amount insured, e.g., total value of property covered, £10,000; value of tenant's interest, £1000; value of reversioner's interest, £9000; total loss, £10,000, the tenant gets £1000 whether the reversioner insures or not.

A. HARBON.

COSTS IN LIQUIDATIONS.—I have read with some surprise the letter of a "Country Solicitor" on the above subject, inserted in your issue of last week. I have recently had great experience in the working of liquidations, and I can only say that to the best of my recollection I have never yet been engaged in a case where an allowance has not been made for first-class way expenses and necessary refreshments. I would suggest to a "Country Solicitor" that



requests the taxing master to review his decision, and should he still persist in disallowing the item referred to, then to take advantage of his right of appeal to the district County Court judge.

A COUNTRY SOLICITOR  
OF TWENTY-SIX YEARS' STANDING.

**BOOK POSTAGE.**—It would be well if someone would furnish the text of the regulations relating to book postage, referred to by the Postmaster-General, and mentioned in my letter of last week. It appeared to me that a letter sent by A. to B., when received and read has done its office, and ceased to be a letter; and when returned with other documents by B. to A. is itself a document, and not a letter or postal communication, and for this reason the "instructions to counsel" mentioned by me, and the instructions to the law stationer, referred to by "W. J. E.," whatever they were originally, were not letters when they were surcharged as such on their return to the first sender. J. R.

**ATTESTATION CLAUSE OF WILLS.**—Many of your readers have no doubt seen the reprints in this week's daily newspapers of a remarkable will made by Susan Fletcher Smith, who gave her body to be dissected. When I read the attestation clause I thought it so neat and concise that I mentally resolved to adopt it forthwith if it would stand all necessary tests. [The words were, "Signed by the said testatrix in the presence of both of us and by both of us in her presence."] As the will appeared to have been prepared by an eminent London firm of solicitors I expected the clause would do. But on comparing it with the 9th section of the Wills Act it appears to me to be practically defective, as it does not show that the witnesses were "present at the same time," on the testator's signing, and the Probate Court authorities would therefore require an affidavit by one of the attesting witnesses before admitting the will to probate. The testatrix might sign "in the presence of both" of the witnesses, but each of them might be present at a different time. On the other hand it seems to be plain that the Act does not require that the witnesses shall attest "at the request" of the testator, nor that they should sign "in the presence of each other," so that the usual words in attestation clauses here italicised appear to be unnecessary. The following form appears to me to satisfy every requirement: "Signed by the said testator in the presence of us present at the same time, who, in his presence, have subscribed our names as witnesses." J. W. N.

**POWERS OF ENGLISH COMMISSIONERS TO TAKE AFFIDAVITS IN THE IRISH COURTS.**—It appears to me that the words in sect. 81 of 30 & 31 Vict. c. 44, "a person lawfully authorised to administer oaths" in England, gave the power of taking affidavits in the Irish Court of Chancery to a commissioner of any of the courts in England prior to the Judicature Act, and since that Act of course to all commissioners of the Supreme Court, and as the Irish Bankruptcy Act 1857 (20 & 21 Vict. c. 70), s. 366, enabled the court to receive affidavits taken before "any person having authority to take affidavits for the Court of Chancery in Ireland," and also as the Act of 21 & 22 Vict. c. 72, s. 34 provided that affidavits might be made in the Landed Estates Court before "a person empowered to take affidavits which might be received in evidence in the Court of Chancery of Ireland," it now necessarily follows that English commissioners can take affidavits in the three above-named Irish courts. PERCY SEXTON,

A Commissioner appointed under the Judicature Act.

**COUNTY COURT PROCEDURE.**—I shall feel obliged if you or any of your readers will favour me with your opinion on the following case, which occurred a few days ago in a County Court, where a farmer was plaintiff and two horse-dealers defendants. Plaintiff's case was that he had exchanged a horse of his for a mare of defendants', and that he was to receive £10 to boot; that the mare was warranted sound and quiet in harness; that there was a breach of the warranty, and that he had not been paid the £10. Under these circumstances plaintiff issued two joint summonses against defendants. In one action he claimed £46 1s. 6d. damages for the breach of warranty, and in the other action he claimed £10, the amount he was to have been paid as above stated. When the cases came on I, as solicitor for the defendants, objected to the proceedings on the ground that plaintiff was splitting his demand and bringing two actions upon one contract, when he ought to have brought one action only, inasmuch as the £46 1s. 6d. claim and the £10 claim were of the same deal and formed part of the same contract. I also pointed out that the amount sought to be received

£256 1s. 6d., was beyond the jurisdiction of the court (plaintiff not having in his particulars abandoned the excess). The judge would not admit the validity of my objections, and allowed plaintiff's solicitor to proceed, and ultimately gave a verdict in his favour for £50 and costs, intimating, in answer to my remonstrance, that he added £3 18s. 6d. to plaintiff's claim of £46 1s. 6d. as damages for the detention of the £10 (although the deal only took place in March or April last). With regard to the necessity for plaintiff's entering the abandonment of the excess in his particulars, I rely on Order VII., rule 1, Consolidated C. C. Orders and Rules, 1875: "A plaintiff shall in all cases at the time of the entry of the plaint file particulars of his demand or cause of action, and where the demand exceeds £50, but the plaintiff desires to abandon the excess or to admit a set-off, and sue in a County Court for the residue, the abandonment of the excess or the admission of the set-off shall be entered at the end of the particulars," &c. It seems to me that in this case a sanction was given to two actions being brought upon one and the same contract, and that a question was tried in which an amount was involved beyond the jurisdiction of the court. F. W. G.

**TEN YEARS' CLERKS AND PRELIMINARY EXAMINATION.**—Allow me to present this question in a light somewhat overlooked. Ten years' clerks who become articled are no doubt the pick of solicitors' clerks, and bear but a small proportion to the total number of their fellows, and unquestionably some of the most successful solicitors have been those who have risen from their ranks; so much is this the case that I believe there are few places, however small, which have not furnished examples of this statement, consequently almost every junior has pointed out to him as an object of emulation some successful lawyer who once began life in a similar position. Instances will so readily suggest themselves that were it proper to give them, it would be unnecessary. This, then, is a reason why ten years' men, who are only following in the footsteps of the past, should not be spoken or written of in the deprecatory tone I have recently observed in your columns. As one who served some years as a clerk before I was articled, I naturally take an interest in the question which heads my letter, but yet a disinterested one, seeing I passed the preliminary without attempting to get excused from that ordeal, and great is my satisfaction I did so; and to those who are seeking to enter the Profession by the favour of a judge's dispensation from this important examination I would say "seek it not; if the reason for escaping this preliminary test be many plead, 'I have forgotten my school lessons.' I reply 'it will be a great service to yourself to look them up, which you may soon do; for subjects once mastered, though for a time neglected, are readily recalled.' But to those who had not the benefit of a good school education, and have not since remedied their misfortune by subsequent study, I would say 'to obtain the amount of scholarship required by the preliminary examination will be nothing short of a boon, and will far outweigh the gain of one or two years' earlier admission to the Profession.' Your space is too valuable to enlarge, but as a practical man my letter may have some influence with clerks who are attempting to improve their position, and why should not clerks rise as well as assistants in other spheres? but the question is superfluous, seeing how many have done so. The importance of the preliminary examination to the Profession is not, however, less important than to the clerks themselves, and so strongly do I feel the necessity of at least the minimum amount of education it requires, that I would abolish the exemption, except in the case of those who entered solicitors' offices before the Act of 1860, and for whom alone I have always understood the exemption was intended. Those who have entered since have done so with the full knowledge of the requirements expected from them. E. L. W.

**EDUCATION FOR THE PROFESSION OF SOLICITOR.**—At the present time much interest is being taken in, and many opinions expressed upon, the subject of education for the law; it is, however, to the solicitor's branch of the Profession that I wish to confine my remarks. Some assert that a university education is requisite to fit a solicitor for the duties he is now called upon to perform. Others are most anxious to see a "School of Law" established, whilst there are strong and conflicting opinions expressed as to the necessity for and benefit derived from the long apprenticeship to the office which an intending solicitor is at the present day obliged to undergo. However these matters may be, of one thing I am certain, and that is that some further means of obtaining instruction is desirable, not to say necessary, than that afforded to students of this branch of the Profession at present; and in this

assertion I am sure I shall be supported by all who have had occasion to experience the badness of the present system. If a youth who had never seen a grammar or history book were to commence the study of these subjects he would naturally seek the assistance of an able instructor to explain the difficulties that would arise, and to direct his attention to the important principles or parts, and generally in the pursuit of his studies, without which much time must be lost and useless trouble taken, and many errors fall into; but although law books are admitted, in familiar language, to be "stiff," and the above subjects are comparatively simple, yet how many youths, who, I may say, have never seen a law book, are left entirely without assistance in their studies. I am not ignorant of the fact that in the case of an articled clerk the solicitor undertakes "to teach," and may be in conscience bound to do so, but unless such solicitor has but a small practice he will rarely find ten minutes in the course of a week to devote to this duty, which is at any rate subsidiary to that by which he is bound to give the necessary time and attention to the business of his clients. I once put the question to a solicitor as to what articles actually amounted to, and whether he really did instruct his pupil, when I received the following reply, to quote the words of the gentleman: "He is supposed to do so, but he never does." What is learnt from the office work would perhaps be better expressed as "office experience" than as "office teaching," under which name it has but recently been highly estimated in the *Albany Law Journal*. Without going so far as to discuss the merits and demerits, or the necessity for a school of law or a university education, the following amendments appear to me to be absolutely and immediately necessary. First. Then the law student must have constant direction in his studies; he certainly requires to be told how much time and attention to devote to certain books, and certain parts and particular portions and chapters of such books, for want of which direction so many students fall into the error of either too hasty or, the opposite and equally dangerous dilemma, too sluggish reading. Secondly. The student requires explanation (as admitted fact in every branch of study) and the possibility of obtaining it freely; for though he in time overcomes his difficulties, it will not be without much loss of valuable time and useless trouble, and acquiring many erroneous impressions which will doubtless much impede the smooth progress of his studies. These explanations are necessarily not contained in the text books he is directed to use; for it is obvious that to anticipate and explain in detail the difficulties which are constantly confronting the student would render the first book tediously large and tend to diminish its value to the Profession. Explanation may be divided into two classes:—(1) Explanation of the difficulties presenting themselves in the course of his reading, and (2) of all matters of doubt or difficulty arising from his practical or office experience, and in both he should be able readily to obtain such explanation; and, thirdly and last, but by no means least, he requires to tax his memory. I was once told by a sage old head that unless I taxed my memory I should learn nothing; and I think the advantage to be derived from such taxing, when done properly, is beyond dispute. The best way I know of for effecting this desirable object is by preparation and questioning; it is in these three particulars—direction, explanation, and preparation and questioning—that the class is superior to the lecture—the class, indeed, comprises all these most important advantages, besides many others, and it is on these grounds that I humbly submit an opinion that classes should be formed for the better education of students for this profession. These classes might be headed by competent barristers, consist of different branches, each branch being divided into classes of different grades, and each class containing a limited number of as nearly as possible equally advanced pupils. And I can see no reason why such a system could not be established at but a moderate cost to each individual member, and without the necessity of an Act, or delay of any kind whatsoever, as soon as deemed expedient. My calculation is based on the following presumption:—(a) That a class consist of from ten to fifteen members; (b) That one lesson of one hour in the evening, once a week, or fifty times in the year, would be found to suffice (held at chambers or elsewhere); (c) That a competent barrister, not actually engaged in a busy practice, could easily be found to undertake the instruction of a class at the remuneration of, say, fifty guineas per annum, that is, at a cost of three to five guineas per annum to each member. In the meantime I should esteem it a favour if any intending solicitors, articled or otherwise, who would be glad to form such a class would communicate with me, as it is my desire to be assisted in getting up a class on the above described plan, and to become a member thereof. A. L. S.

Woodbine Cottage, Uxbridge-road, Ealing, W.

**SERVING NOTICES.**—I am not the mortgagee's solicitor who charged "A Solicitor of Twenty-two Years Standing," 6s. 8d. for accepting service of a notice of transfer of the equity of redemption; but in a like case I should have made a charge, and the idea that I was thereby guilty of sharp practice would never have occurred to me. In this district it is an ordinary practice for the solicitor of a second mortgagee to send the notice of his client's security to the first mortgagee's solicitor, and in such cases I have received or paid (as the case might be) such a fee. If a fee can properly be charged for the one kind of notice, I think it may be for the other. It is desirable the opinions of other members of the Profession should be given in your columns, for certainly many gentlemen who are not "sharp" practitioners are accustomed to make such charges. I quite agree about the sharp practice in respect of the notice to produce.

A LINDSEY SOLICITOR.

**FUSION OF LAW AND EQUITY.**—An incident of recent occurrence has so interesting a bearing on this subject that I trouble you with a brief report of it, in the hope that the case may have an interest alike to the lawyer and archaeologist. Some ten years ago a joint stock company was in course of liquidation, which liquidation lasted longer than the life of the solicitor. On the death of the latter the official liquidator applied to me, his private adviser, to wind-up the liquidation. Accordingly, after an amicable communication with the successor to the deceased solicitor and the adviser of his personal representatives, I obtained the common order to tax the costs up to that time incurred in the liquidation, to the intent that the amount might be adjusted, and when adjusted might be paid, by direction of the chief clerk, out of the assets of the company. Being dissatisfied with my representation that the liquidator could not undertake to provide for any costs which might be disallowed on taxation, my predecessor (successor of the deceased solicitor), in July 1875, issued a writ at common law indorsed for the full amount of the costs in liquidation, and served the writ personally on the liquidator at his residence. The liquidator, in some dudgeon, brings me the copy writ and instructs me to give effect to the order for taxation made in Chancery. The Chancery Courts having risen, or being on the point of rising, I applied to the Common Law Court whence the writ issued to set aside the writ and relegate the matter to be dealt with in Chancery. This application, supported by counsel, was dismissed with costs, and an appeal summons shared the same fate. At a subsequent stage of the proceedings the plaintiff at Common Law obtains an order staying proceedings until after taxation and payment, under the very order in Chancery to which the liquidator in vain appealed for protection. Having obtained taxation and payment under the order set at defiance in the first instance, the plaintiff's solicitor discontinues the action, pays £6 2s. costs of defence thereunder, and gets a certificate from the Master of the Queen's Bench Division of the Superior Court for £12 9s. 6d. costs of dismissing the liquidator's appeal for protection to the Chancery order to tax; the validity of which order is admitted by the plaintiff's discontinuance. I would ask, Mr. Editor, on whom should the burden of these costs fall—on the defendant's solicitor? The plaintiff by discontinuance admits the soundness of his advice; on the liquidator? the plaintiff admits the soundness of his argument; on the company, that is, an innocent party, prejudiced by an additional delay of twelve months at least.

A CITY LAWYER.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

**STAMP.**—Does a deed of appointment of new trustees, which contains also a conveyance of the trust property from the old to the new trustees, require two or only one two shilling stamps? The last Stamp Act seems very difficult to interpret upon this point.

G. F.

**2. ADVOWSONS.**—What is the best book on the law of advowsons and the law of Clergy, at a reasonable price? Do you know if any contain forms of mortgage of an advowson with trust for sale? M. M. WAGSTAFF.

**3. MARRIED WOMEN'S PROPERTY ACT—RIGHT OF MARRIED WOMEN TO CONTRACT.**—A case on this point was reported in the Times newspaper about a year or more ago, in which the plaintiff, a married woman, brought an action in her own name to recover £337 for money lent. The objection was taken on behalf of the defendant that though the Married Women's Property Act enabled a married woman to bring an action in respect of her separate property, it did not enable her to make a contract. The judge, however, refused to allow a plea of coverture to be added, but upon a verdict being found for the plaintiff gave the defendant leave to

move. The name of the case is *Greaves v. Greaves*, and it was tried at Manchester before Mr. Justice Mellor. I have not seen what was the result of further proceedings if any were taken by the defendant, but I should be much obliged to you or any of your readers for the information, and reference to the report of them.

H. S.

**4. MORTMAIN.**—Can any of your readers answer the following questions? 1. Does a conveyance of land pure and simple to individuals as joint tenants, without any trusts being declared, for a full and valuable bond *de* money consideration, intended as a site for a Roman Catholic church and presbytery, require enrolment in Chancery under the 23 & 24 Vict. c. 134, or under any other Act of Parliament? 2. Since 31 & 33 Vict. c. 44, is it necessary to enrol any "conveyance" of land (made bond *de* for full and valuable consideration actually paid, &c.) for the site of any church or school of any denomination, provided such site be under two acres? Give authorities.

R. C.

**5. REGISTRATION OF AGREEMENT AS BILL OF SALE.**—In pursuance of articles of agreement entered into before marriage, A. has executed a post-nuptial settlement and assigned to B. (trustee) all the household furniture and effects which he has acquired subsequently to marriage in right of his wife, and also "all other goods, &c., which at any time shall belong to A." Should not this deed be registered under the Bills of Sale Act? If not, please state reasons and, if possible, refer me to a case upon the point.

A LAW STUDENT.

### Answers.

(Q. 171). **VENDOR—COVENANT.**—In reference to my query, I beg to refer "T. F. T." and "Lux" to *Prichard's Precedents*, 7th edit., vol. 1, Nos. 3 and 5, where they will find that the vendor covenants for himself, his heirs, executors, and administrators, that he or his heirs have not incumbered. "Lux" evidently altogether mistakes the question.

W. H. B.

(Q. 179). **DOWER.**—Dower at common law is not forfeited by second marriage. *Secus* in gavelkind. The husband should join in the conveyance, which should be acknowledged by the wife.

J. M.

(Q. 180). **LEASE—ASSIGNMENT OF OPERATION OF PROVISION AS TO BANKRUPTCY OF LESSOR.**—This a condition annexed to the estate, and can only be broken by the person privy in estate to the lessor; that is, in this case, the assignee. The bankruptcy of the lessee is now immaterial.

J. M.

(Q. 181). **HORSES—PERSONAL CHATTELS—BILLS OF SALE ACT.**—Horses are personal chattels. See Com. Dig. Tit. Biens. A horse may be distrained for rent arrears, 3 Bl. Com., 9 Co. Litt. 47a.

J. M.

## LAW SOCIETIES.

### UNIVERSITY COLLEGE. LECTURE ON ROMAN LAW.

LAST Monday evening Professor Hunter, M.A., delivered a special lecture at University College on Roman law, to a large number of law students. He commenced by referring to the importance of the study of Roman law, which in itself, he maintained, was a system of jurisprudence. Looking at its position in the history of legal and political institutions, and as it was compiled by a commission appointed by the Emperor Justinian they found a very complete and comprehensive body of law, chiefly civil in character. As far as other nations of antiquity were concerned, they did not possess any account of their legal systems which were at all to be compared with the law of the Romans, which made it all the more valuable. True it was that as regarded the Egyptians and the Greeks there were scraps and fragments of their laws left, but these were not to be compared with the complete and exhaustive account contained in the Roman law which had come down to them. With regard to the question as to the advantage to the English student of studying a system of law which he never would have to carry into practice, they must make a comparison with the Latin language, the study of which enabled a person to have a better knowledge of his own tongue. Another great advantage to be obtained from studying Roman law was that they found rules of law applied to circumstances in society which were analogous to their own. The constitution of Roman society in later periods of the empire to some extent resembled that of the present day; at the same time, there were such differences in the two nations that it could be seen exactly what the principles of law were, and how they were to be adapted to the state of society. In one sense, for the purposes of law, they might say, in the words of the poet:—

O! wad some power the giffie gie us,  
To see ourselves as others see us.

A very large and important part of the English law was not directly derived from the Roman law, nevertheless the whole of it was more or less tinged with Roman law, especially the equity branch, as it related to legacies, wills, &c. As a system of jurisprudence, he thought that Roman law was of considerable value on account of its antiquity, and also by reason of the very

sensible rules of law which constituted the bulk of the system. The rules of the Roman law were so much in accordance with good sense that they had been adopted to a considerable extent by European nations, and especially by this country. Its remarkable development occurred 500 years after the birth of Christ—"the digest" being the collection made by order of the Emperor Justinian, which made the first volume of the civil law. It was true they had got very scanty fragments, but still they were authentic fragments of the Roman law as it existed 500 years before Christ, which, under Justinian, were made more copious. It was possible to trace the development of the Roman law during a period of 1000 years, and from this point of view alone it was of extremely historical value; it had also been proved to be connected with some of the most ancient institutions of society. There was a very important link between the position occupied by Rome as regarded the ancient organisation of society and the organisation of the present day in England. With regard to the specific character of Roman law from an historical point of view, one of its most striking characteristics was what they might call its secular system, it being distinct from morals, religion, or philosophy, which was a great contrast from other laws of nations in which religion, ethics, law, and philosophy were mingled. In the Roman law, the further back they went the more they found the religious element mixed with law, while one or two of the Twelve Tables which were published in 449 B.C., were more or less of a religious character; but subsequently few traces could be found of the mixing of religion and law, though there were exceptions, notably in that relating to the law of boundaries, by which the priest was empowered to curse the man who removed his neighbour's landmark. The Roman law itself was at one time as deeply mixed with the religious element as the Mosaic law, and the Romans, so to speak, isolated the legal element of their lives from the religious. When the great convulsion in Rome occurred, and Constantine embraced Christianity, the changes thereby introduced in the law were extremely insignificant. The Roman law having been developed, and having an independent system of its own quite distinct from religion, differed in that respect from Hindoo and Mahomedan law. One of the most startling features in Roman law was the absence of all mention by any authorities of trial by ordeals. Whether ordeals were used by people of their own accord was not known, but it was perfectly true that ordeals did not form part of the administration of justice. The Roman laws, too, were exceedingly formal, besides which they upheld "family despotism," as it was called. The extreme principle of the subordination of one man to another was characteristic of Hindoo law, and was very ancient; but the tendency of the whole of Roman law was to break away from this principle of subordination. In conclusion, Professor Hunter said that the laws of Ireland, as he was informed, were free from any contact with Roman law; and until these laws were translated it was utterly impossible to say to what extent the Roman law had influenced English law; but it was not improbable that our law, like the language, would be found to be derived from a combination of sources.

### LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 2nd inst., the following being present, viz.: Mr. Deaborough (chairman), and Messrs. Bennett, Carpenter, Collinson, Hedger, Kelley, Lovell, Masterman, Nisbet, Sawtell, Scadding, Sidney Smith, Tylee, Vallance, and Boodle (secretary), a grant of £250 was made to the widow of a member; one of £30 to the daughter of a member; and five amounting to £50, to four widows and one daughter of non-members. Five new members were elected, and the ordinary business was transacted.

## LEGAL EXTRACTS.

### THE LAND TITLES AND TRANSFER ACT 1875 (38 & 39 VICT. CAP. 87).

THE following paper was read by E. T. Clark, Esq., solicitor, at the annual general meeting of the Incorporated Law Society at Oxford in October last:—

One object of recent legislation has been to simplify and cheapen the administration and practice of law; but, in addition to the confusion necessarily attendant upon the radical changes introduced, it is notorious that such a measure of success as was at first somewhat confidently predicted for one most sweeping alteration in the practice of the law—the Judicature Acts—has so far been attained.



Besides, however, introducing alterations in the practice of the law in matters connected with litigation, the Legislature has thought fit to extend the reforming principles to dealings with land; and the consequence has been the Land Titles and Transfer Act 1875.

In estimating approximately the probability of success in the working of the Act, it may be well to consider, as nearly as can be the number of transactions in land which now take place. I understand that there are at present registered in the Register Office for the West Riding of Yorkshire (which may be taken as a fairly representative part of the kingdom) about 17,000 or 18,000 documents per annum, and these may be held roughly to represent so many dealings with land—copyhold property being, of course, excluded. In the last census I find the West Riding contained 1,374,611, and England and Wales 22,712,266, souls. According to this, the population of England and Wales would be about twelve times greater than that of the West Riding; and this proportion would give, taking the population as a basis and the number of deeds registered in the West Riding at 17,000 per annum, a total of 204,000 transactions a year in land for England and Wales.

The number of houses and acres in the West Riding and England and Wales, would, in like manner, give results of about 152,000 and 257,000 transactions per annum respectively. The average of the three will, of course, be 247,000 odd.

The above figures afford no estimate of the number of titles in England and Wales, as there are very few titles indeed in the West Riding of Yorkshire in which a document is registered every year.

It is manifest that one office in London would be totally inadequate to get through the work of registering and approving about 200 transactions in land each day (putting the working days of the year at 300), and the average of transactions as low as 200,000 per annum with anything approaching to regularity and expedition, involving, as a great proportion of these transactions would, an inquiry into the equitable titles raised by cautions, &c.

But when we consider for a moment the enormous number of unregistered titles there are in England and Wales, the number of separate holders, according to the late returns, being 972,336, and the titles, of course, more numerous, I think it will unmistakably appear that the London Register Office would be unequal to the work that would be cast upon it, even if only a moderate portion of them were brought for registration as absolute titles.

It is true the Act has provided for the establishment throughout the country of district registries, although at present none have been created; but even these registries, unless very numerous, would apparently have hard work to get through their allotted tasks, especially when we notice that section 101 seems to suggest that in certain matters applications for directions would have to be made to the local office in London.

It remains, of course, to be seen whether the persons who may be approached at these points are of sufficient power to cope with the responsible and involved duties allotted to them; but it is by no means a hopeful picture drawn of them by the Act, when it is solemnly stated, section 102, that, with the assent of the Lord Chancellor, they "may follow another calling."

As the general scope of the Act is to provide for the division of the title of all registered freehold land into three classes—Absolute, Qualified, and Possessory.

At present every person's title is assumed to be good until it is shown to be bad, and when a man offers property for sale, the immediate belief is that he has a marketable title to it. The Act, however, seems to produce a contrary effect, and virtually says that everyone's title is bad until it is shown to be good. If an absolute title is better than either a qualified or possessory one, which is possible, it must, of course, make the land more valuable, and will better. Thus being the case, every one registering will obtain an absolute title of possession, and if he has only a qualified or possessory one, the public will assume it is because he cannot obtain the former, and knowing buyers will naturally require their title accordingly. As to necessary title, not purchase, but what many persons will avoid themselves of the power of registration for the result of registering a possessory title is merely to obtain a declaration of what was done at the neighbourhood of the land, and that the person registered was then in possession of the land to the best of his knowledge. And the public will not have the trouble of serving notices to any person's estate, and afterwards finding that the land, for he will still have to wait to the time when the person's title is good.

The person registering a possessory title will be required to give a declaration of what was done at the neighbourhood of the land, and that the person registered was then in possession of the land to the best of his knowledge. And the public will not have the trouble of serving notices to any person's estate, and afterwards finding that the land, for he will still have to wait to the time when the person's title is good.

mutatis, to the same effect. Under the former section the following may apply for registration:—First, any person who has contracted to buy for his own benefit an estate in fee-simple in land; secondly, any person entitled for his own benefit, at law or in equity, to an estate in fee-simple in land; and, thirdly, any person capable of disposing for his own benefit by way of sale of an estate in fee-simple in land; in each case whether subject or not to incumbrances.

Tenants for life and tenants in tail appear, therefore, unable to register their estates, unless (under sect. 69) they can obtain the consent of all parties interested therein. This may not be so easy to do, particularly as under sect. 73 the persons whose consents are applied for may be saddled with part of the costs of registration. Where there are contingent remainders or unascertained estates clearly limited, the land will apparently be entirely excluded; for the power of the court to bind unborn persons (sect. 77) appears only to apply where the registrar entertains a doubt as to any matter of law or fact, and refers a case for the opinion of the court.

Sect. 68 allows trustees having a power of sale, and mortgagees, with the consent of the persons (if any) whose consent is necessary to the exercise of the power, to apply for registration.

Supposing that reversioners and remaindermen come within the provisions of sect. 5, there is this difficulty in the way of placing their estates upon the register—and which equally applies to all cases where the land proposed to be registered is mortgaged, or where the deeds are deposited—viz., that the documents of title in the case of an application for an absolute title, and the last conveyance in the case of a possessory title, have, under rules 3 and 3, to be produced for verification with the abstract, and for the purpose of being marked respectively. It may be assumed that it will in many cases be difficult to persuade mortgagees, incumbrancers, and tenants for life to allow their deeds to be produced, most probably in London, with no benefit to themselves and the possible disadvantage of the title to their security or land being denounced as only qualified or possessory. As to land which the person wishing to register has contracted to buy, it is provided (sect. 5) that the consent of the vendor must be obtained to the registration; and when the proceedings necessary for registration are considered, it is probable that there will be some difficulty in obtaining this.

In every application for first registration with an absolute title the following appear to be the requirements:

- I. An abstract of the title for the last forty years.
- II. An application for registration.
- III. A description of the property, setting out the names, &c., of the tenants other than yearly ones, and incumbrancers if any.
- IV. A plan of the property.
- V. A declaration, verifying the description and map, and that the possession is in accordance with the title.
- VI. A schedule of the title deeds; and the title deeds themselves to be sent to the office, or produced for inspection, as the registrar shall direct.
- VII. An application to, and a certificate from, the Inland Revenue Commissioners that no succession duty is owing in respect of the land. For as the Act directs that they shall, on being satisfied in this respect, grant such a certificate, and as the land registered is by sect. 16 expressly declared to be subject to succession duty unless this is done, a purchaser would at once call for it.
- VIII. Proof, where the fact is so, that the minerals belong to the land; and for a similar reason, as the same section declares the land shall not include the minerals unless entered on the register.

IX. Advertisements in such newspapers as may be directed; and registration not to be completed until three months from the first advertisement. For although the 10th rule says that the registration may be completed within one month after the time fixed for settlement of title as hereafter mentioned, yet the next rule says that at any time within three months from the first advertisement any person may come in and object, and if within the registration could not be completed until that time had expired.

X. Notices of the application to be served on such persons and incumbrancers as the registrar may direct.

XI. A declaration that all documents have been produced.

12. Such searches, &c., as the registrar may direct. The registrar then investigates the title, and if he thinks fit, he may refer to a representative number of the Court of Chancery, if the registrar in examining the title, himself object to it as defective, and refuse registration, then a bill of sale, and the applicant must submit himself to the jurisdiction of the Court of Chancery.

When matters have reached this stage, and the title has been approved, a statement in duplicate

for settlement of the title must be prepared by the applicant—containing the name, &c., of the person to be registered, particulars as to the title, the incumbrances and other entries, &c., to be made on the register—and notice given by the applicant to all persons to whom, in the registrar's opinion, notice should be sent. After disposing of any objection, a search will be necessary to see whether any one has lodged a caution against registration of the land at all, under sect. 60.

The registrar will then grant a land certificate, and the registration will be complete.

The office fees upon the simplest form of registration of an absolute title, and where no objection is made, would, as far as can be gathered from the table of fees issued, amount, on registering property of the value of £1000, to about £5 5s.

When the cost of advertisements, service of notices, having the map made, correspondence from town to country solicitors, attendances of the former at the register office, searches for incumbrances, and, lastly, the costs of the country solicitors, are added to these office fees, it will be seen that the expenses of registering the simplest form of title—viz., where the applicant is possessed of an estate in fee-simple, with an ordinary marketable title free from incumbrances—will amount to a very considerable sum—at least double, it may be safely assumed, that of an ordinary dealing with the land under the present system. In addition to these costs, it must take from commencement to end of the transactions, at least four months to complete the registration. Where, however, there are incumbrances, the expenses will probably be much increased; for the incumbrancers will most likely require to be represented in the transaction by their own solicitors.

If there should be anything out of the way about the title, or any point upon which the registrar entertains any doubt, or if any objection is made to registration, it is difficult to say where the expenses may stop.

The proceedings for a possessory title are more simple; but here the following documents, &c., are required: application, description, map, declaration of possession, production of deeds, application for and certificate of no succession duty being owing, proof as to minerals, and notices if required by registrar.

Leaseholds can be registered with a declaration of the title of the lessor to grant the lease, or without; but, as to the former case, it seems unnecessary to do so; for the 37 & 38 Vict. c. 73, s. 2, provides that an assignee of leaseholds shall not be entitled, on a sale thereof, to call for the title to the freehold. It may be noticed also that a possessory title of leaseholds cannot be registered under the Act, however old the lease may be; and that in every case of an application for registration of leaseholds, an investigation of the title to the leaseholds by the registrar is necessary, with, of course, the concomitant delay and expense. Where the land in the original lease has been subdivided, and the intending applicant possesses only a portion of such land, and does not hold the original lease or a counterpart, he apparently cannot register his holding at all; for the 11th section directs that "every applicant for registration of leasehold land shall deposit with the registrar the lease," or, if such lease is proved to the satisfaction of the registrar to be lost, a copy of such lease or a counterpart thereof; and even if he hold the lease, and have counterpart for production with other possessors of subdivided parts, it does not seem that he could safely apply for registration; for the 34th rule enacts that "the lease or copy so deposited shall be retained in the office during the continuance of such lease."

When, however, land is registered with an absolute title, it is still subject to questions as to boundaries, succession duty that may have arisen after the date of the certificate, quit rents, and tax, tithes, &c.

What is necessary in a transfer of registered land, other than as a purchase, seems to be—First, an inquiry by the purchaser, on the spot, whether the land is subject to land tax, quit rents, tithes, &c., and whether the boundaries are correctly described; secondly, a search by the purchaser in the registry, to see if any charge, notice of lease, &c., has been entered in the register since the date of the certificate; thirdly, application by the vendor, &c., and a certificate from the Commissioners of Inland Revenue that there is no succession duty owing; fourthly, a transfer of the land in the form presented by the Act; fifthly, an attendance to stamp duty, and a registration of the transfer; and, seventhly, the procuring a fresh land certificate. In cases where the land is of the value of £100 or £1000, this might be cheaper than the present costs, but it would at least involve as much time as it is possible to effect the same result in now. Where the value is above £100, the expenses would apparently be at least as

much as now, and the time consumed probably greater.

But the real trial of the Act is when complications arise upon the titles. Under sect. 53, any person who considers he is interested in any registered land may lodge a caution with the registrar, that no dealing may be had by the registered proprietor until notice has been served on the cautioner; and the registrar has no option of refusing to receive it. Nothing then can be done with the land until the cautioner has been got rid of, and for this purpose he is to have notice of any proposed dealing with the property. If the cautioner appears before the registrar within fourteen days after notice, and give security, the registrar may, if he thinks fit, delay any dealing with the land for such time as he thinks just. The Act does not prescribe the next steps that are to be taken, either to support or discharge the caution, but it is supposed the cautioner may apply to the registrar, under sect. 57, to inhibit, for such time as he thinks proper, any dealings with the property, after such inquiries, notices, &c., as the registrar thinks expedient. But if the cautioner does not so apply, or having applied, obtains an inhibition, it seems the registered proprietor must appeal to the court in order to get rid of the caution or inhibition. At present persons putting forward doubtful claims to estates are often restrained in a salutary way by the costs of doing so; but it would seem that the Act opens an easy door for the impecunious claimants to harass persons upon whose property they may consider they have a claim; and it does not appear at all improbable that owners of registered land may be often put to needless expense in this way. Then, to consider the legitimate use of cautions—i.e., where other persons than the registered owner have interests in the land, as incumbrancers, remaindermen, reversioners, &c.—it does not appear fair to them that they should be thus put to the expense of entering cautions, and have to hold themselves always in readiness to appear before the registrar, at fourteen days' notice, to support their claim to have their caution maintained. It is also curious to notice that the Act contains no provisions in case of the death of the cautioner; and as it is enacted that the land shall not be dealt with until after the service "on the cautioner" (sect. 54), it is difficult to see how a caution is to be removed where the cautioner has died. If the registrar should prejudice cautioners in his dealings with their cautions, they must appeal to the court; and, on the other hand, if he should manifest great care in dealing with cautions, and show considerable reluctance in removing them, landowners will similarly be driven to appeal.

It is evident that questions upon cautions will frequently arise; for it is the simplest and easiest, and in many cases apparently the only available way in which a person interested in registered land, and not registered as the owner or proprietor of a charge, can protect his interest in it. There are two other ways of attaining the same end pointed out by the Act: (1) by an inhibition; and (2) by a restriction entered on the register; but the causes that will no doubt be found to militate against the use of these are, that the first can only be entered on the register after such enquiries, notices, &c., as the registrar may think expedient (sect. 57), which would undoubtedly prove dilatory and costly, and that the second can only be done by the registered proprietor himself.

The enactments, moreover, of the Act as to cases where the registered proprietor dies, seem likely to prove expensive and unsatisfactory. Under sect. 41, "on the death of a sole registered proprietor, or the survivor of several joint registered proprietors, of any freehold land, such person [which is defined by the Act to include several] shall be registered as proprietor in the place of the deceased proprietor or proprietors as may, on the application of any person interested in the land, be appointed by the registrar," subject to an appeal to the court.

It is to be noticed that the person appointed under this section by the registrar will have complete power of disposing of the property and the absolute estate in it, subject to any entries on the register.

Now, the first remark which this section suggests is, that when land shall have been registered in the name of more than one person as joint proprietors under sect. 69, upon the death of each of them (except the last survivor) his real representative will not be entitled to be entered in his place, but the surviving ones will remain upon the register as proprietors.

If the equitable interests of the persons thus dying pass to their representatives—as in the case of tenants in common—those representatives will have nothing to show it, so far as the register is concerned; they will be compelled to go to the expense of entering one or more cautions, as the case may require, to prevent the registered proprietors from selling the property; and should they wish to sell they will probably have some difficulty, for who would purchase the share or

interest, only protected by a caution, which might lead to litigation?

As the registered proprietors died off, therefore, the register would gradually be encumbered with quantities of cautions; and when the survivor died there would be a general dispute amongst all the persons claiming interests, as to who should be entered on the register, the expense and delay of deciding which, and investigating the necessary titles, would be very considerable.

Where a sole registered proprietor dies, unless he has devised the land simply to one person, there would immediately arise the question as to who are entitled to be entered upon the register as proprietor. Even where the estates under the will—for I am assuming a case where a will is made—were clear and defined, there would be a struggle amongst the parties to be placed upon the register—and no greater number of persons than four can be entered. Summonses to attend before the registrar would have to be issued, and the parties represented by their different solicitors; the registrar would have to investigate the equitable title, and, after hearing the parties, decide who were to be registered, subject to appeal to the court. Those interested, who were not registered, would, of course, have to enter cautions to protect their interests.

In the case of tenant for life and remaindermen, it is assumed the registrar would enter both on the register; neither could then, by registered disposition, deal with the property without the consent of the other, and if either wished to deal with his interest by mortgage, or otherwise, it would have to be by the ordinary means of conveyancing, with the expense, and probably consequent troubles, of a caution.

Where the case is more involved, as where there are interests of unborn persons or contingent estates, it does not seem easy to ascertain how their interests are to be protected, or in whose names cautions can be entered.

Where the construction of the will is at all doubtful, the expense and delay must necessarily be much increased; as upon the registrar's decision practically rests the right to the property itself. In case of intestacy the expense of proving the heirship to the satisfaction of the registrar would in all probability, for similar reasons, be much more expensive than now.

It may also be noticed that the registrar may decide as to who is to be entered on the register, "upon the application of any person interested in the land;" tenants for life and others who may not wish to register at all, may thus be driven to do so by remaindermen and persons owning future estates, and may be saddled with their proportion of the costs (sect. 73).

All these expenses will, in the vast majority of cases, be an addition to the present cost of conveyancing; for now on the death of a landowner the general result is that the devisee, or heir, has no expenses at all of a conveyancing description to bear.

At present innumerable difficulties and questions under wills and intestacies are satisfactorily smoothed over by solicitors, and never come to light at all; but under the Act the strict inquiry into the rights of all parties is highly calculated to raise many dormant questions, and to encourage litigation upon points which may ultimately never arise. Indeed a large number of disputes may be looked for under sect. 41, which would otherwise probably have never been created.

I have attempted to give some idea of what, *prima facie*, appears to be the result of the main principles of the Act, as far as practice is concerned; although it is difficult, of course, seeing the permissive language of the Act nearly throughout, and the almost arbitrary power conferred upon the registrar, as to decisions on points of title, cautions, and dealing with them, notices, costs, &c., to estimate how far it may be made to work harmoniously.

Putting aside exceptional cases, the result of a careful consideration of the Act seems to lead to the conclusion that, as far as general conveyancing is concerned, the difficulties and expense of getting land upon the register, and the great number of cases in which applications to the registrar are necessary, and the costs that may, and so far as can be conjectured most probably will, result therefrom, and from the many applications to the court foreshadowed by the Act, do not seem unlikely to counterbalance the benefit to be obtained from it.

## PROMOTIONS AND APPOINTMENTS.

NOTE BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. A. HEALES, solicitor, of Doctor's-commons, has been appointed a Commissioner in England to administer oaths in all causes and matters depending in the Supreme Court of the Colony of Victoria.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALTON, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

### MR. JUSTICE ARCHIBALD.

THE late Hon. Sir Thomas Dickson Archibald, one of the judges of the Court of Common Pleas, who died on the 18th ult., at his residence in Portchester-gate, Hyde Park, in the sixtieth year of his age, was the second surviving son of the late Hon. Samuel George William Archibald, LL.D., formerly Master of the Rolls, and some time Speaker of the House of Assembly at Nova Scotia, by his marriage with Elizabeth, daughter of Charles Dickson, Esq. He was born in the year 1817, and was called to the Bar by the Honourable Society of the Middle Temple in Hilary Term 1832, and joined the Northern Circuit, which he shortly afterwards changed for the Home Circuit. In 1868 he was appointed Counsel to the Treasury, and in 1872 he was raised to the judicial bench as a judge, in the Court of Queen's Bench, receiving shortly afterwards the customary honour of knighthood. He was transferred to the Court of Common Pleas last year. His career in these official capacities was briefly referred to in a recent impression. Sir Thomas Archibald married, in 1841, Sarah, only daughter of Richard Smith, Esq., of The Priory, Dudley, Worcestershire, by whom he has left a family. The remains of the late judge were interred at Kensal Green Cemetery on Saturday last.

### A. M. HARE, ESQ.

THE late Alexander Macconochie Hare, Esq., Writer to the Signet, who died on the 14th ult., at Calder Hall, near Edinburgh, Midlothian, was the younger son of Stuart Bayley Hare, Esq., of Calder Hall, by his first wife, Mary Anne, third daughter of Alexander Macconochie, Esq., of Meadowbank, Midlothian. He was born about the year 1840, and was admitted a member of the Honourable Society of Writers to the Signet in Scotland in 1864. The deceased gentleman was highly respected by his friends and acquaintances.

### R. PALIN, ESQ.

THE late Richard Palin, Esq., solicitor, of Shrewsbury, who died at his residence, Abbey House, in that town, on the 28th Sept., in the sixty-sixth year of his age, was the eldest son of the late William Palin, Esq., of Cherrington Manor, in the county of Salop, by his marriage with Sarah, daughter of Thomas Jukes, Esq. He was born at Kinnereley, on the 16th April, 1811, and was articled to Walter Burley, Esq., solicitor, of Shrewsbury, and remained with him a few years after his articles had expired, as managing clerk. He was admitted a solicitor in 1835, and was at the time of his death the senior partner in the firm of Messrs. Palin, Wade, and Thomas, solicitors, of Shrewsbury. He was a commissioner in all the old courts, and also a perpetual commissioner, chairman of directors of the Salop Fire Office, a director of the Shrewsbury Gas Light Company, and was formerly a director of the famous Old Roman Gravel Lead Mining Company, and negotiated its sale to the present company. He was for some time a director of the Ladywall Mining Company, which he resigned a few months ago in consequence of failing health. He was also a director of the Shropshire Banking Company, and it was largely through his able advocacy that it was transferred to Lloyd's Banking Company. He was also auditor of the Wenlock Railway and the Much Wenlock and Severn Junction Railways. Mr. Palin was for six years an alderman of the borough of Shrewsbury. He had a considerable and lucrative conveyancing practice, and was much esteemed by his numerous clients and a large circle of friends for his great business energy and tact, his genial deportment, and his unswerving integrity. He married Miss Mary Anne Thomas, second daughter of the late Rev. William Thomas, M.A., vicar of Loppington, Shropshire, by whom he has left an only daughter. The remains of the deceased gentleman were interred at the General Cemetery, Shrewsbury, on the 3rd inst.

### DAVID GIBBONS, ESQ.

THE death is announced of Mr. David Gibbons, the eminent special pleader, of New-court, Temple. The deceased gentleman, who had been in very extensive practice for nearly forty years, was the son of the late Edward Augustus Gibbons, who was descended from a long line of citizens of London, dating from the time of the Tudors. On the maternal side Mr. Gibbons was the lineal representative of several ancient Yorkshire families—the Cooksons, the Kitchingmans, the Idles (of whom was Chief Baron Idles, the friend of the first



## Cases set down previous to Transfer.

Henderson v. Grange  
Clark v. Ballows  
Bottle v. Knocker  
Roe v. Davies  
Barrett v. Vernon

Attorney-General v. The  
Clothworkers' Co.  
Teasdale v. Braithwaite  
Spratt's Patent v. Booth

(Before V.-C. HALL.)  
Cases.

Cook v. Joyce  
Fitzroy v. Fergusson  
Forman v. Withers  
Orr v. Diaper  
Dowdswell v. Dowdswell  
Crompton v. Lea  
Republic of Peru v. Ruzo  
Boytoun v. Boynton  
Austin v. Austin  
Austin v. Boyes  
Ranken v. Alfaro  
The General Insurance Co.  
v. Kuhner  
Hall v. Byron  
Price v. Jenkins  
Thomas v. Ellis  
Tittle v. Ash  
Litch v. Latch—Litch v.  
Litch  
Bryant v. Maisey  
Phillips v. Wigan  
Avery v. Avery  
Kingdon v. Castleman  
Hodgson v. Coates  
Watkins v. Stuart  
Cobby v. Cobby  
Re Smith—Bridson v.  
Smith  
Roe v. Gray  
Roe v. Teape  
Pardoe v. Griffiths  
Griffiths v. Pardoe  
Gibbon v. Watson  
Tanner v. Sparks  
Silber v. Rylands and Co.  
(Limited)—Silber v. Ry-  
lands and Co. (Limited)  
Foster v. Lamb  
Re Blades—Blades v. In-  
man  
Petherbridge v. Michel-  
more  
Rowe v. Lord Charles Kerr  
Woodhouse v. Woodhouse  
Barnes v. Barnes  
Perkins v. Perkins  
Ridgway v. Hilton House,  
&c., Colliery Co. (Li-  
mited)  
Innes v. Marsden  
Barber v. Wood  
Cook v. Cook  
Hewitt v. Hodges  
Green v. Carill  
Wood v. Calvert  
Re Eley—Malden v. Soames  
Wade v. Burgess  
Dent v. Dent  
Matthews v. Smith  
Wane v. Finesse  
Macfarlane v. Lister  
Harris v. Hoare  
Norris v. Fowler  
Hartley v. Owen  
Wooler v. Montague  
Kitchin v. Palmer  
Fraser v. Bothams  
Porter v. Baddeley  
Bell v. Charlton  
Rayment v. Dimbleby  
Burslem v. Cronch  
Rice v. Timmis  
Jeffreys v. Pairs  
Swindell v. Birmingham  
Syndicate (Limited)  
Hodges v. Fincham  
Re Jno. Clark, deceased—  
Chatterton v. Clark  
Thomas v. Atherton  
Roberts v. Williams  
Marsh v. Marsh  
Re Farley, deceased—  
Hallett v. Hunt  
Atkinson v. Mason  
Attorney-Gen. v. Mayor,  
&c., of Darlington  
Steinthal v. Samson  
Re Carnegie—The Open  
Stock Exchange (Limit-  
ed) v. Carnegie  
Re Pratt, deceased—  
Kirk v. Pratt  
Rudkin v. Dolman  
Buttenshaw v. Fletcher  
Birmingham Syndicate  
(Limited) v. Swindell  
Chesterfield, &c. Co. (Li-  
mited) v. Black  
Howard v. Sparrow  
Haddon v. Bowman  
Terry v. Davies  
Turner v. Edmonds  
Sherry v. Rhodson  
Re Daniel, deceased—  
Daniel v. Daniel  
McClellan v. Brown  
Brown v. McClellan  
Corbett v. Lincott  
Bowe v. Jacob  
Leslie Phillips  
Lavero v. Manero  
Rippington v. Rippington  
Attorney-Gen. v. Tomline  
Davidson v. Chiboust  
West v. Oxenham  
Folhard v. Page  
Casson v. Dormoy  
Rolle v. McLaren

Wilson v. Dickinson  
Fooks v. Senior  
Buckle v. Weir  
Re Lurton and Hughes  
Estate—Warrington v.  
Major  
Dawson v. Bank of White-  
haven  
Waberton v. Heaven  
Pearson v. Harris  
Heaton v. Gerrard  
Smith v. Brind  
Godling v. Dudley  
Hedley v. Dove  
Longbourne v. Fisher  
Walking v. Stace  
Khuliffa v. Forbes  
Benthams v. Humphreys  
Mawlam v. Busby  
Coleman v. Lloyd  
Wiles v. Stace  
Whitworth v. Lancashire,  
&c., Railway Co.  
Whitworth v. Longbottom  
Batcliff v. Batcliff  
Blackburn v. Carlton  
King v. Matthews  
The Alliance, &c., Building  
Co. v. Bent  
Re Laity, deceased—Laity  
v. Laity  
Roddard v. Cooke  
Harrison v. Pearce  
Cory v. Ker  
Re Ross—Cundal v. Ross  
Re Meynell—Meynell v.  
Wright  
French v. Plumpton  
Wadsworth v. Brown  
Stewart v. Hopper  
Ashton v. Stock  
Ede v. Vyse  
Gael v. Gibb  
British Dynamite Co.  
(Limited) v. Krebs  
Whitehall v. Holbrooke—  
Holbrooke v. Whitehall  
Re Young—Young v. Dol-  
man  
Phillip v. Gifford  
Isaac v. Wall  
Heard v. Heard  
Dawson v. Dawson  
Sutton v. Malet  
Macdonald v. Irvine  
Re Walker's Estate—  
Church v. Tyacke  
Lucy v. Allen  
Aldridge v. Aldridge  
Stevens v. King  
Elias v. Griffith  
Thursfield v. Nichols  
Allen v. Bewsey  
Gossett v. Campbell  
Frost v. Frost  
Ware v. Petchy  
Moses v. Gillespie  
Crow v. Fewster  
Kemp v. Bird  
Hubert v. Briggs  
Bacon v. Bacon  
Teape v. Teape  
Re Hetley, deceased—  
Green v. Campbell  
Marson v. Caddick  
Lonsdale v. Lonsdale  
Moult v. Smith  
Porter v. Porter  
Attorney-General v. Tom-  
line  
Re Warren's Estate—War-  
ren v. Tucker  
Evans v. Williams  
Graham v. Presser  
Smith v. Le Riche  
Hunter v. Eltringham  
Wells v. Carr  
Watney v. Trist  
Coles v. Serocold  
Hirst v. Clay  
Gardner v. Wilkinson  
Barrett v. Christian  
Canning v. Green—Can-  
ning v. Green  
Boyle v. Millin—Millin v.  
Boyle  
Frost v. Brittain  
The Alliance Bank (Limd.)  
v. Carr—Carr v. The  
Alliance Bank (Limited)  
Royal National Lifeboat  
Institution v. White  
Galton v. Clung  
Barker v. Congreve  
Barron v. Rushforth  
Haleam v. Brown  
Re Beauderck—Johnson v.  
Beauderck  
Dowager Baroness Stanley  
of Alderley v. Earl of  
Shrewsbury  
Lancashire and Yorkshire  
Bank v. Tee  
Chandler v. Howell  
Hull v. Hill  
Garrard v. Reilly  
Newby v. Sharpe

Haniel v. Putz  
Gibbs v. Burslem  
Hewitt v. Westminster  
Improvement Commrs.

Holliday v. Heaton  
Littin v. Engleheart  
Pennington v. Brinsop  
Hall Coal Co. (Limited)

## Divisional Court of Appeal from Inferior Courts.

Hill v. Perree  
Re Smee

Powis v. Lord Dynevor  
Ley v. Collis

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

MICHAELMAS SITTINGS, 1876.

Rota of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday Nov. 4	Merivale	Milne
Monday	King	Holdship
Tuesday	Milne	Teasdale
Wednesday	Farrer	Holdship
Thursday	Milne	Teasdale
Friday	King	Teasdale
Saturday	Farrer	Holdship
Saturday Nov. 4	V.C. Malins.	V.C. Bacon.
Monday	Holdship	Cloves
Tuesday	Ward	Latham
Wednesday	Femberton	Merivale
Thursday	Ward	Latham
Friday	Femberton	Merivale
Saturday	Femberton	Merivale
Saturday Nov. 4	V.C. Hall.	Certificates of Sale and Transfer.
Monday	Ward	Farrer
Tuesday	Cloves	Leach
Wednesday	Leach	Ward
Thursday	Cloves	Milne
Friday	Leach	Latham
Saturday	Cloves	Femberton
Saturday	Leach	Teasdale

The Christmas Vacation will commence on Dec. 24, and terminate on Jan. 6, both days inclusive.

## THE GAZETTES.

## Bankrupts.

Gazette, Oct. 27.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
DRINKWATER, HERBERT CHARLES, Westminster-chmbs, Victoria-st, Westminster. Pet. Oct. 25. Reg. Spring-Rice. Sols. Pritchard, Eaglefield, and Co., Painters'-hall. Sur. Nov. 14.  
LOCKWOOD, CHARLES, tailor, Finsbury, St. Paul's-churchyard. Pet. Oct. 24. Reg. Pops. Sols. Bulton and Co., Henrietta-st, Covent-garden. Sur. Nov. 8.  
MALLIS, EMANUEL ANTONIO, sponge importer, Union-st, Old Broad-st. Pet. Oct. 24. Reg. Brougham. Sols. Trinder and Co., Bishopsgate-with. Sur. Nov. 7.  
TANHAFT, EDWIN, timber merchant, Southgate-st. Pet. Oct. 24. Reg. Brougham. Sols. Woodard, Ingram-st, Fenchurch-st. Sur. Nov. 7.  
To surrender in the Country.  
BETTRIDGE, JAMES, fish salesman, Newport, Mon. Pet. Oct. 25. Reg. Davis. Sur. Nov. 15.  
ELLIOTT, JANE, widow, bread and biscuit baker, Croydon. Pet. Oct. 9. Reg. Bowland. Sur. Nov. 10.  
FELDEN, SAMUEL, cotton spinner and manufacturer, Walsden. Pet. Oct. 25. Reg. Bellenger. Sur. Nov. 15.  
FLATHER, HENRY; SUGDEN, ROBERT; and HODGSON, WILLIAM—HENRY, machine makers, Bradford. Pet. Oct. 25. Reg. Hulton. Sur. Nov. 22.  
KNOWLES, PETER, wine and spirit merchant, Liverpool. Pet. Oct. 25. Reg. Bellenger. Sur. Nov. 15.  
WILLIAMS, CHARLES, farmer, Goldcliff, par. Nash, Bishopton, and Whitson. Pet. Oct. 25. Reg. Davis. Sur. Nov. 10.  
WINGHOUGH, ARTHUR, publican, Pembroke-dock. Pet. Oct. 24. Reg. Lloyd. Sur. Nov. 7.  
To surrender at the Bankrupts' Court, Basinghall-street.  
BUCKLE, THOMAS WARA, collector, Queen Victoria-st. Pet. Oct. 27. Reg. Spring-Rice. Sur. Nov. 15.  
LYONS, GEORGE JOSEPH, Ostend, Belgium. Pet. Oct. 27. Reg. Spring-Rice. Sur. Nov. 15.  
TERRY, J. W., coal merchant, Salters'-hall-court, Cannon-st, and Brookley-st, Forest-hill. Pet. Oct. 27. Reg. Spring-Rice. Sur. Nov. 15.  
THROCKMORTON, RICHARD, Saville-row, Burlington-gardens. Pet. Oct. 25. Reg. Brougham. Sur. Nov. 15.  
To surrender in the Country.  
BOFF, HENRY, and BOFF, GEORGE, builders, St. Alban's. Pet. Oct. 27. Reg. Edwards. Sur. Nov. 15.  
DAWSON, JAMES, coal merchant, Kingston-upon-Hull. Pet. Oct. 24. Reg. Rollit. Sur. Nov. 15.  
GRAHAM, H. MCLEAN, Ivy House, Hampton Court. Pet. Oct. 10. Sur. Nov. 15.  
OWEN, GRIFFITH, farmer, Yagbor, par. Llanfairmathafarnethaf, co. Anglesey. Pet. Oct. 25. Reg. Lloyd Jones. Sur. Nov. 15.

## Bankruptcies Annulled.

Gazette, Oct. 27.

PRIDGON, ROBERT THOMAS, farmer, Wreham. Sept., 1876.

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Oct. 27.

ADDISON, ROBERT PALLET, farmer, Isle of Ely. Pet. Oct. 13. Nov. 19, at one, at the Chequers inn, March. Sol. Ginn, Cambridge.  
AUSTIN, JOSEPH FRANCIS, in lodgers, Birkenhead. Pet. Oct. 23. Nov. 9, at eleven, at offices of Thompson and Co., Birkenhead.  
AUSTIN, CHARLES, grocer, W. so, near Selby. Pet. Oct. 25. Nov. 9, at three, at offices of T. W. Crowther, Britannia-bldgs, Oxford-pl, Leeds.  
BAGLEY, WILLIAM, grocer, Birmingham. Pet. Oct. 12. Nov. 9, at three, at office of Sol. Jacques, Birmingham.  
BAKER, JAMES WILLIAM, farmer, Bradford, in Ecclefield. Pet. Oct. 25. Nov. 8, at three, at offices of Sols. Broomhead, Wigtman, and Moore, Sheffield.  
BAZLEY, JOHN WILLIAM, baker, Birmingham. Pet. Oct. 24. Nov. 9, at twelve, at offices of Sol. Phillips, Birmingham.  
BELTON, JOHN, painter, Nottingham. Pet. Oct. 23. Nov. 10, at three, at offices of Sol. Belk, Nottingham.  
BLACKLEDGE, JOHN, fruiterer, Cloncy. Pet. Oct. 23. Nov. 8, at eleven, at offices of Sol. Morris, Chelmsley.  
BOOTH, GRADIAN, builder, Accrington. Pet. Oct. 25. Nov. 9, at half-past ten, at the Hargreaves Arms hotel, Accrington. Sol. Ballard, Accrington.  
BRUNTON, GEORGE JAMES, buff manufacturer, Sheffield. Pet. Oct. 21. Nov. 9, at two, at office of Sol. Fairbairn, Sheffield.  
CALCUTT, WILLIAM, leather dealer, Green-st, P. thn-green. Pet. Oct. 25. Nov. 11, at eleven, at office of Sol. E. o. v. Globe r. i. Mile End.

CANNING, BENJAMIN, cabinet manufacturer, Bristol. Pet. Oct. 25. Nov. 10, at two, at offices of T. Collins, jun., 25, Broad-st, Bristol. Sols. Salmon and Henderson, Bristol.  
CHIPPCHASE, WILLIAM, brick manufacturer, Redcar, and Tees Tillery. Pet. Oct. 19. Nov. 11, at eleven, at Griffith's Temperance hotel, Linthorpe-d, Middleburgh. Sol. Bainbridge, Middleburgh.  
CLAYTON, THOMAS WATERHOUSE, farmer, Conborough. Pet. Oct. 23. Nov. 7, at two, at offices of Sol. Anderson, York.  
COHEN, HERMAN, cigar dealer, Liverpool. Pet. Oct. 23. Nov. 13, at three, at offices of Sol. Nordon, Liverpool.  
COLMAN, JOHN, theatre manager, Beaufort House, Beaufort-bdgs, Strand, and Queen's Theatre, Longacre. Pet. Oct. 19. Nov. 10, at two, at offices of Sol. Fairpoint, Leicester-sq.  
COMBE, TOM, leather seller, Lincoln. Pet. Oct. 24. Nov. 9, at eleven, at offices of G. Jay, accountant, Bank-st, Lincoln. Sol. Page, Jul. 11. 8. 1.  
CUNSON, ISAAC and MEADOWS, GEORGE QUINUS, aerated water manufacturers, Witbech. Pet. Oct. 20. Nov. 9, at one, at the Ship inn, Wisbech. Sols. Deacon and Wilkins, Peterborough.  
DAISE, JAMES, fruiterer, Shanklin. Pet. Oct. 21. Nov. 7, at three, at offices of Sol. Urry, Shanklin.  
DAVIS, CAROLINE, house, Le d. v. Pet. Oct. 23. Nov. 8, at three, at offices of Sol. Hoppa, Bedford, Leeds.  
EDLIN, HENRY ROBERT, gentleman, Liverpool. Pet. Oct. 23. Nov. 7, at ten, at offices of R. G. Tramplesure, 7, Adelaide-bdgs, Lime-st, Liverpool. Sol. Last, Liverpool.  
EGAN, JAMES EDWARD, grocer, Liverpool. Pet. Oct. 23. Nov. 15, at three, at offices of S. I. Nordon, Liverpool.  
EVANS, WILLIAM EVAN, victualler, Llandudno. Pet. Oct. 23. Nov. 11, at twelve, at the Queen's hotel, Chester. Sol. Chamberlain, Llandudno.  
FORD, WILLIAM, lapidary, Clerkenwell-green. Pet. Oct. 23. Nov. 11, at half-past ten, at offices of Sols. Evans and Eagles, John-st, Bedford-row.  
FORGE, FREDERICK, auctioneer, Manchester. Pet. Oct. 24. Nov. 16, at eleven, at offices of Sol. Smith, Manchester.  
FOXALL, EDWARD, shipmaster, Bootle, nr. Liverpool. Pet. Oct. 25. Nov. 10, at three, at office of Sol. Forrest, Liverpool.  
FURSEY, ELIZA, ironmonger, par. St. Wool's. Pet. Oct. 23. Nov. 9, at twelve, at office of A. Williams, 3, Commercial-st, Newport. Sol. Jenkins, Newport, Mon.  
GOUGH, FRANCIS PELLING, commission agent, Blockley. Pet. Oct. 21. Nov. 9, at twelve, at offices of Sols. New, France, and Garrard, Evesham.  
GRAHAM, EDWARD, grocer, Newcastle. Pet. Oct. 25. Nov. 10, at eleven, at office of Sols. Keesley and Foster, Newcastle.  
HATWARD, EDGAR FRANK, hosier, King's-rd, Chelsea, and Trinity-st, Wandsworth-l, Upper Tooting. Pet. Oct. 20. Nov. 8, at two, at offices of Sols. Phelps, Sidgwick, and Biddle, Gresham-st.  
HEA, ROBERT, grocer, Barrow-in-Furness. Pet. Oct. 23. Nov. 12, at three, at Barry's hotel, Barrow-in-Furness. Sol. Taylor, Barrow-in-Furness.  
HOLLINBAKE, SMITH, cotton manufacturer, Burnley. Pet. Oct. 25. Nov. 10, at three, at offices of Sol. Roberts, Marsden-street, Pall Mall.  
HOLLOWAY, JOHN, coach builder, Cardiff. Pet. Oct. 19. Nov. 7, at eleven, at offices of Sol. Morgan, Cardiff.  
HUDSON, SIMON ALFRED, draper, Birmingham. Pet. Oct. 24. Nov. 8, at eleven, at offices of Sol. Rowlands, Birmingham.  
HUNT, JONAS, silk winder, Hyson-green. Pet. Oct. 23. Nov. 8, at three, at offices of Sol. Bell, Nottingham.  
HUNTLEY, VINTON, draper, South Shields. Pet. Oct. 25. Nov. 8, at three, at offices of Sol. Smith, North Shields.  
IRELAND, CHARLES FREDERICK, skirt manufacturer, De Beauvoir-rd, St. Albans. Pet. Oct. 24. Nov. 9, at twelve, at office of Mr. Nelson, accountant, 10, Basinghall-st. Sols. Kynaston and Gasquet, Queen-st.  
IRVING, JAMES CORBET, and SLADE, HENRY GEORGE, stock-brokers, Cornhill-st. Pet. Oct. 23. Nov. 7, at eleven, at offices of Sols. Alderman, and Knapton, Aldermanbury.  
JACKSON, BERTHAM, warehouseman, Bow-l, Chesapeake. Pet. Oct. 17. Nov. 13, at twelve, at the London Warehousemen's Association, 111, Chesapeake. Sols. Gowing and Mandale, King-st, Chesapeake.  
JAMES, ISAAC WILLIAM, farmer, Bartestree, par. Dornington. Pet. Oct. 23. Nov. 9, at one, at offices of Sol. Stallard, Hereford.  
JAMES, JOHN, butcher, St. Columb. Pet. Oct. 23. Nov. 11, at eleven, at offices of Sol. Walsfield, St. Columb.  
JESOP, JOSEPH BENJAMIN, chemist, Wolverhampton. Pet. Oct. 24. Nov. 10, at eleven, at office of Sol. Duke, Birmingham.  
KIRK, GEORGE, bookseller, Lincoln. Pet. Oct. 25. Nov. 11, at eleven, at offices of G. Jay, accountant, 3, Bank-street, Lincoln.  
KYLE, CHARLES, builder, Sheffield. Pet. Oct. 21. Nov. 7, at eleven, at office of Sol. Bell, Sheffield.  
LEWIS, SAMUEL, mill furnaceman, Wednesbury. Pet. Oct. 24. Nov. 13, at half-past three, at offices of Sol. Shulton, Wednesbury.  
LIBBANY, MAXIMILIAN, shipping merchant, Bradford. Pet. Oct. 24. Nov. 8, at eleven, at offices of Sols. Wood and Killick, Bradford.  
MATHISON, ROBERT, cooper, Berwick-on-Tweed. Pet. Oct. 23. Nov. 6, at two, at office of Sols. Messrs. Weddell, Berwick-on-Tweed.  
MAY, EDWIN WOODWARD, confectioner, Newport, Isle of Wight. Pet. Oct. 24. Nov. 17, at one, at the Star hotel, Newport. Sol. Hooper, Newport.  
MILLER, EDMUND, master haulier, Birmingham. Pet. Oct. 25. Nov. 14, at three, at offices of Sol. Patt, Birmingham.  
MILTON, JAMES, and CURNOW, MATTHEW, grocers, Bristol. Pet. Oct. 23. Nov. 8, at two, at offices of Sols. Hunt, Hobson, and Bobbett, Bristol.  
MORRAN, EDWIN, plumber, Bream. Pet. Oct. 25. Nov. 11, at one, at offices of Sol. Jackson, Bream.  
MORRIS, HENRY, VAUGHAN, outletter, Blue Anchor-rd, Bermondsey, and Clarendon-rd, Notting-hill. Pet. Oct. 19. Nov. 7, at three, at offices of Sol. Goldbert, West-st, Moorgate-st.  
OLIVER, HENRY, widow, Ingleby, Northchurch. Pet. Oct. 25. Nov. 15, at half-past eleven, at office of Sol. Bullock, Great Berkhamstead.  
PARRINGTON, WILLIAM HUDSON, tailor, Essex-rd, Islington. Pet. Oct. 11. Nov. 4, at one, at the Mason's Hall tavern, Mason's-ry, Basinghall-st. Sol. Hick, London-wall.  
PHILLIPS, EDWARD, est., farmer, East Dunley-farm, par. Hnllingworth. Pet. Oct. 20. Nov. 6, at eleven, at the George hotel, Cheltenham. Sols. Messrs. Taynton, Gloucester.  
PLUMMER, GRACE, fishmonger, Harrogate. Pet. Oct. 23. Nov. 10, at twelve, at office of Sol. Lendal, York.  
REYNOLDS, ALFRED, smith, Turple-st, Whitefriars. Pet. Oct. 23. Nov. 10, at two, at offices of Sol. Baxter, Laurence Pountney-hill.  
RHODES, CALER, Meend, par. Flaxley, and RHODES, WILLIAM, LittleCen Woodside, builders. Pet. Oct. 15. Nov. 9, at three, at offices of Sol. Dighton, LittleCen Woodside.  
RILEY, JAMES, grocer, Ilkeston. Pet. Oct. 25. Nov. 15, at eleven, at the Rutland hotel, Ilkeston. Sol. Thurman, Ilkeston.  
ROBERTSON, HENRY, mason, William-st, Curial-rd, and King's Head-st, Long Alley, Flinsbury. Pet. Oct. 25. Nov. 16, at four, at office of F. Holloway, 172, Ball's-pond-rd, Islington. Sol. Fenton.  
ROOKE, JOHN, greengrocer, Goole. Pet. Oct. 23. Nov. 9, at three, at office of Sol. Hind, Goole.  
RYAN, ALFRED, builder, Goole. Pet. Oct. 24. Nov. 10, at one, at offices of Sol. Slader, Bishop Auckland.  
SAUNDERS, FREDERICK, Newton, Isle of Wight. Pet. Oct. 19. Nov. 13, at three, at Cambrian House offices, Hyde. Sol. Fardell, Hyde.  
SCOTT, WILLIAM JOHN, hatter, Gateshead. Pet. Oct. 25. Nov. 8, at twelve, at office of Sol. Bush, Gateshead.  
SMITH, EDWIN, grocer, Birmingham. Pet. Oct. 13. Nov. 6, at three, at office of Sol. Duke, Birmingham.  
SMITH, ROBERT, draper, Bradford. Pet. Oct. 24. Nov. 9, at ten, at offices of Sols. Berry and Robinson, Bradford.  
SMITH, THOMAS, butcher, Stratford-on-Avon. Pet. Oct. 21. Nov. 7, at half-past eleven, at the Ufford inn, Stratford-on-Avon. Sol. Warden, Stratford-on-Avon.  
SMITH, WILLIAM, and MORGAN, JOHN, linen drapers, Gillingham. Pet. Oct. 21. Nov. 13, at ten, at office of Sol. Hutchinson, Bradford.  
SMITH, WILLIAM, and SMITH, JOHN, builders, and LEWIS, SHADRACH, grocer, Masted. Pet. Oct. 21. Nov. 10, at twelve, at offices of Sols. Tennant and Jones, Abercromby.  
STANTON, GEORGE, shipowner, East India company. Pet. Oct. 25. Nov. 10, at twelve, at offices of Sols. Tennant and Jones, Abercromby.  
and Co., 35 and 37, Chesapeake. Sol. Lawrence.



1. *Pharmaceutical Innovation and the Role of Government*  
 2. *The Impact of Patent Law on Drug Development*  
 3. *The Role of Clinical Trials in Drug Approval*  
 4. *The Importance of Post-Market Surveillance*  
 5. *The Role of Regulatory Agencies in Drug Safety*  
 6. *The Impact of Globalization on Drug Development*  
 7. *The Role of Biotechnology in Drug Development*  
 8. *The Importance of Patient Access to New Drugs*  
 9. *The Role of Health Economics in Drug Policy*  
 10. *The Impact of Intellectual Property on Drug Innovation*  
 11. *The Role of Public Health in Drug Regulation*  
 12. *The Importance of Transparency in Drug Development*  
 13. *The Role of International Cooperation in Drug Regulation*  
 14. *The Impact of Digital Health on Drug Development*  
 15. *The Role of Patient Engagement in Drug Development*  
 16. *The Importance of Data Privacy in Drug Development*  
 17. *The Role of Artificial Intelligence in Drug Development*  
 18. *The Impact of Telemedicine on Drug Development*  
 19. *The Role of Real-World Evidence in Drug Development*  
 20. *The Importance of Patient Safety in Drug Development*  
 21. *The Role of Quality Management in Drug Development*  
 22. *The Impact of Supply Chain Management on Drug Development*  
 23. *The Role of Environmental Health in Drug Development*  
 24. *The Importance of Social Responsibility in Drug Development*  
 25. *The Role of Ethics in Drug Development*  
 26. *The Impact of Cultural Differences on Drug Development*  
 27. *The Role of Language in Drug Development*  
 28. *The Importance of Communication in Drug Development*  
 29. *The Role of Marketing in Drug Development*  
 30. *The Impact of Sales Promotions on Drug Development*  
 31. *The Role of Distribution in Drug Development*  
 32. *The Importance of Storage in Drug Development*  
 33. *The Role of Packaging in Drug Development*  
 34. *The Impact of Labeling in Drug Development*  
 35. *The Role of Instructions in Drug Development*  
 36. *The Importance of Monitoring in Drug Development*  
 37. *The Role of Reporting in Drug Development*  
 38. *The Impact of Investigation in Drug Development*  
 39. *The Role of Action in Drug Development*  
 40. *The Importance of Prevention in Drug Development*  
 41. *The Role of Control in Drug Development*  
 42. *The Impact of Evaluation in Drug Development*  
 43. *The Role of Improvement in Drug Development*  
 44. *The Importance of Innovation in Drug Development*  
 45. *The Role of Creativity in Drug Development*  
 46. *The Impact of Collaboration in Drug Development*  
 47. *The Role of Leadership in Drug Development*  
 48. *The Importance of Teamwork in Drug Development*  
 49. *The Role of Communication in Drug Development*  
 50. *The Impact of Transparency in Drug Development*  
 51. *The Role of Accountability in Drug Development*  
 52. *The Importance of Integrity in Drug Development*  
 53. *The Role of Honesty in Drug Development*  
 54. *The Impact of Trust in Drug Development*  
 55. *The Role of Respect in Drug Development*  
 56. *The Importance of Compassion in Drug Development*  
 57. *The Role of Empathy in Drug Development*  
 58. *The Impact of Understanding in Drug Development*  
 59. *The Role of Knowledge in Drug Development*  
 60. *The Importance of Wisdom in Drug Development*  
 61. *The Role of Experience in Drug Development*  
 62. *The Impact of Practice in Drug Development*  
 63. *The Role of Learning in Drug Development*  
 64. *The Importance of Growth in Drug Development*  
 65. *The Role of Change in Drug Development*  
 66. *The Impact of Adaptation in Drug Development*  
 67. *The Role of Resilience in Drug Development*  
 68. *The Importance of Persistence in Drug Development*  
 69. *The Role of Determination in Drug Development*  
 70. *The Impact of Commitment in Drug Development*  
 71. *The Role of Passion in Drug Development*  
 72. *The Importance of Enthusiasm in Drug Development*  
 73. *The Role of Optimism in Drug Development*  
 74. *The Impact of Positivity in Drug Development*  
 75. *The Role of Hope in Drug Development*  
 76. *The Importance of Faith in Drug Development*  
 77. *The Role of Love in Drug Development*  
 78. *The Impact of Kindness in Drug Development*  
 79. *The Role of Generosity in Drug Development*  
 80. *The Importance of Gratitude in Drug Development*  
 81. *The Role of Humility in Drug Development*  
 82. *The Impact of Patience in Drug Development*  
 83. *The Role of Tolerance in Drug Development*  
 84. *The Importance of Forgiveness in Drug Development*  
 85. *The Role of Compassion in Drug Development*  
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 99. *The Role of Passion in Drug Development*  
 100. *The Importance of Enthusiasm in Drug Development*

1. *Chlorophyll a* (Chl *a*) is the primary photosynthetic pigment in most plants and algae. It is a green pigment that absorbs light energy in the blue and red regions of the visible spectrum.

2. *Chlorophyll b* (Chl *b*) is an accessory pigment that absorbs light energy in the blue and orange regions of the visible spectrum. It transfers energy to Chl *a* for photosynthesis.

3. *Carotenoids* are a group of pigments that absorb light energy in the blue and green regions of the visible spectrum. They include carotenes and xanthophylls. Carotenoids transfer energy to Chl *a* and also protect the photosynthetic apparatus from damage by excess light.

4. *Xanthophylls* are a subgroup of carotenoids that absorb light energy in the blue and green regions of the visible spectrum. They play a role in photoprotection and energy transfer.

5. *Phycocyanin* is a blue pigment found in cyanobacteria and some algae. It absorbs light energy in the orange and red regions of the visible spectrum and transfers energy to Chl *a*.

6. *Peridinin* is an orange pigment found in some algae. It absorbs light energy in the blue and green regions of the visible spectrum and transfers energy to Chl *a*.

7. *Zeaxanthin* is a yellow pigment found in plants and algae. It absorbs light energy in the blue and green regions of the visible spectrum and plays a role in photoprotection.

8. *Lutein* is a yellow pigment found in plants and algae. It absorbs light energy in the blue and green regions of the visible spectrum and plays a role in photoprotection.

9. *Violaxanthin* is a yellow pigment found in plants and algae. It absorbs light energy in the blue and green regions of the visible spectrum and plays a role in photoprotection.

10. *Anthocyanins* are a group of pigments that absorb light energy in the blue and green regions of the visible spectrum. They are responsible for the red, purple, and blue colors in many plants.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete them.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any lessons learned for future projects.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

2. The second step is the collection of evidence. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

3. The third step is the analysis of the evidence. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

4. The fourth step is the preparation of the report. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

5. The fifth step is the presentation of the report. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

6. The sixth step is the conclusion of the investigation. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

7. The seventh step is the follow-up. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

8. The eighth step is the final report. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

9. The ninth step is the final conclusion. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

10. The tenth step is the final report. This is done by the investigator who is assigned to the case. The investigator must first determine the nature of the problem and the scope of the investigation. This is done by interviewing the parties involved and reviewing the relevant documents.

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any areas for improvement.

1. *What is the main purpose of the study?*  
 2. *What are the research objectives?*  
 3. *What is the research methodology?*  
 4. *What are the findings of the study?*  
 5. *What are the conclusions of the study?*  
 6. *What are the limitations of the study?*  
 7. *What are the implications of the study?*  
 8. *What are the future research directions?*  
 9. *What are the contributions of the study?*  
 10. *What are the key words of the study?*

1. The first step in the process is to identify the problem. This involves gathering information about the situation and understanding the needs of the stakeholders involved.

2. Once the problem is identified, the next step is to develop a plan. This involves setting goals and determining the resources needed to achieve them.

3. The third step is to implement the plan. This involves putting the plan into action and monitoring progress.

4. Finally, the fourth step is to evaluate the results. This involves assessing the effectiveness of the plan and making adjustments as needed.

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Arar and Collins (1971). The concentration of *Chlorophyll a* and *Chlorophyll b* was expressed in  $\mu\text{g mL}^{-1}$  of the culture.

100

[illegible]

1. *Chlorophyll a* (Chl *a*) is the primary photosynthetic pigment in most plants and algae. It is a green pigment that absorbs light energy in the blue and red regions of the visible spectrum.

2. *Chlorophyll b* (Chl *b*) is an accessory pigment that absorbs light energy in the blue and orange-red regions. It transfers energy to Chl *a* for photosynthesis.

3. *Carotenoids* are a group of pigments that absorb light energy in the blue and green regions. They include carotenes (orange) and xanthophylls (yellow). They transfer energy to Chl *a* and also protect the plant from photo-oxidative damage.

4. *Xanthophyll cycle* is a process where xanthophylls can be converted to zeaxanthin under high light conditions to dissipate excess energy and protect the photosynthetic apparatus.

5. *Photosynthesis* is the process by which plants convert light energy into chemical energy (sugars) using the pigments.

6. *Light harvesting* refers to the process of capturing light energy by the pigments and transferring it to the reaction centers for photosynthesis.

7. *Photoprotection* involves mechanisms like the xanthophyll cycle and non-photochemical quenching to prevent damage to the photosynthetic system under high light stress.

8. *Plant stress* can lead to changes in pigment levels and the activation of photoprotective mechanisms.

9. *Chlorophyll fluorescence* is a technique used to study the efficiency of photosynthesis and the state of the photosynthetic apparatus.

10. *Plant pigments* are responsible for the color of plants and play crucial roles in their growth and survival.

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## The Law and the Lawyers.

PAWNBROKERS are sometimes apt to forget the amount of care which the law expects them to take of their pledges. In a case which came before the Worship-street magistrate a few days ago, a man who had pawned a coat and waistcoat charged the pawnbroker with having, by his neglect, allowed the pledge to become of less value than it was at the time of pawning. The complainant affirmed that the clothes were so much damaged by moths when he took them out as to be quite unserviceable. That pawnbrokers have to take at least reasonable care of the goods entrusted to them is beyond doubt. The defendant alleged, in answer to the complaint, that the goods must have been moth-eaten when he had them. This, however, was merely a surmise on his part, for no one appears to have looked at them when they were received. As there was practically no denial that the moth had done its work while the clothes were in the custody of the pawn-

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broker, the only question was really whether he might by the exercise of reasonable care have prevented the damage. The magistrate had no doubt about the liability of the defendant. Cases are constantly arising from which it appears to be a not uncommon practice with pawnbrokers to take bundles in pledge without satisfying themselves as to their contents. In this case the defendant excused himself on the ground that the number of parcels received in the course of the year was too great to allow him to open all. If this amount of business is frequent amongst pawnbrokers, the only thing to be wondered at is that they do not suffer more severe losses.

MR. JUSTICE HAWKINS, who while at the Bar was the most mirth-inspiring member of the legal profession, has been drafted into a division which, rightly or wrongly, has a reputation for being the most somnolent tribunal in Westminster Hall. We anticipate the most satisfactory results. In future it appears all Judges are to be appointed to the Queen's Bench Division, and sent on to the other divisions as may be subsequently determined. The object of this is not very manifest. But when so little is done in the direction of facilitating the despatch of business, and arranging the sittings in accordance with the spirit of recent legislation, these little moves in matters of form must not be treated with contempt.

In a case before Mr. FALCONER, County Court Judge at Aberdare, reported in our impression of the 7th ult., we notice that the Judge based his decision on the assumed fact that the recent case of *Meux v. Jacobs*, in the House of Lords (32 L. T. Rep. N. S. 171) contained an exposition of the law, as to the applicability of the Bills of Sale Act of 1854 to fixtures annexed to and mortgaged with the land, incompatible with the decisions of the Queen's Bench in *Hawtrey v. Butlin* (28 L. T. Rep. N. S. 532), of Vice-Chancellor MALINS in *Begbie v. Fenwick* (24 L. T. Rep. N. S. 58), and of the Lords Justices in *Ex parte Dalglish* (29 L. T. Rep. N. S. 168). We say advisedly the assumed fact of incompatibility, for on looking carefully at *Meux v. Jacobs* we find it quite impossible to discover wherein such incompatibility consists. *Meux v. Jacobs* was a case in which there was a contest for priority between first and second mortgagees, the second mortgagees contending that *quoad* fixtures, the first mortgagees must be postponed because the deed had not been registered as a bill of sale. To this the one sufficient answer was, that the Bills of Sale Act has no invalidating operation except in favour of trustees in bankruptcy or liquidation, &c., and execution creditors, and that as the grantor was neither bankrupt, nor liquidating, nor an execution debtor, the Act was wholly beside the case, and that the first mortgage having carried with the land all fixtures, whether previously or subsequently annexed, there was nothing but an equity of redemption on which the second mortgage could operate. *Meux v. Jacobs* proceeded to the House of Lords through a misapprehension, not of law, but of facts, in the Rolls Court, and, as a consequence, there was nothing required in the decision but the application of perfectly well understood and settled principles of law. Indeed, Lord SELBORNE, after referring to the cases of *Begbie v. Fenwick* and *Ex parte Dalglish*, was careful to say, "Whether those cases were correctly decided or not is not the question before your Lordships. It may be an important question, and for my own part I think your Lordships would desire to abstain upon this occasion from expressing any opinion on the subject, it not being necessary to do so." We are unable to agree with Mr. FALCONER that *Meux v. Jacobs* must be taken to overrule the other cases we have referred to. We do not think them at all shaken, and as at present advised consider that the judgment of Lord Justice MELISH in *Ex parte Barclay, re Joyce* (30 L. T. Rep. N. S. 479) is an accurate expression of the law. In that case the test whether the mortgage, so far as respects the fixtures, requires to be registered under the Bills of Sale Act, was stated by his Lordship to be, "Whether it gives power to the mortgagee to sever the fixtures from the premises and to deal with them and sell them separately." If there be such power, then, according to the authorities, registration is necessary—otherwise not.

A QUESTION of the utmost importance under the Judicature Act was raised in the Court of Appeal on Tuesday last, relative to the right of appeal in matters arising out of a Crown business. A criminal information for libel having been preferred some time ago, a question was raised with respect to the taxation of costs. The appeal from the Master's decision had been brought before a Judge in chambers, and thence to the Queen's Bench Division, where the Judges present, namely, Mr. Justice BLACKBURN, Mr. Justice MELLOR, and Mr. Justice LUSH, decided that there was no right of appeal from the Judge in chambers, because there is an exception of Crown business from the general right of appeal from a Judge in chambers given by the rules, whilst at common law there was no appeal in such cases except by way of writ of error for error on the record. This judgment of the Queen's Bench Division was appealed from. The whole question was one of jurisdiction. If we turn to the 19th section of the Judicature Act 1873, it will be seen that the Court of Appeal has jurisdiction

"to hear and determine appeals from any judgment or order," except where the order is made by consent of parties, or as to costs only which are left to the discretion of the Judge or court making the order. Provision for the determination of "questions of law arising in criminal trials" is made in sect. 47 of the same Act, and it is ordered that "no appeal shall lie from any judgment of the said High Court, members of which are the Judges of the High Court of Justice (or five of them at the least) in any criminal matter, cause or matter, save for some error of law, apparent upon the record as to which no question shall have been reserved for the consideration of the said Judges." By the 19th section of the Judicature Act of 1875, the practice and procedure in all criminal causes and matters whatsoever, including the practice and procedure with respect to Crown Cases Reserved, but subject to the first schedule of the Act, and any Rule of Court made under the Act, are to be the same as the practice and procedure in similar causes and matters before the commencement of the Act. These references to the Judicature Acts make it pretty evident that no appeal was given by them. The question then arose whether the decision appealed from was a judgment within the meaning of the Act. "It was said," remarked Lord COLERIDGE, "that this was not a judgment; but the enactments included orders, as appeared from sect. 19 of the Act of 1875. . . . It could not be doubted that this was a proceeding in a Crown case, or a criminal matter. The criminal information itself clearly was so; it was an indictment preferred by the Crown Master instead of a grand jury, and it was as much a criminal proceeding as an ordinary indictment." Hence there could be no appeal. Sir BALDOL BARTY put the case clearly by pointing out that before the Judicature Act no appeal would have lain in such a case, and no rights of appeal had been given by the Act, which enacted that no appeal should lie from any judgment in a criminal cause or matter except in the cases reserved. Whether the decision was or was not a "judgment" it was undoubtedly a "proceeding in a criminal cause" within sect. 19 of the Act of 1875. Unless the enactment applied, there could, as Lord Justice MANTON observed, be an appeal from any order or decision of the Queen's Bench in any criminal case. Important as this judgment of the Court of Appeal is, it must not be supposed to limit in any way the existing rights of appeal in criminal cases to the Court for Crown Cases Reserved.

We recently referred to the "Digest of the Law Reports," as illustrating the growth of case law. We have had it in use for some weeks, and a more astounding compilation we never met with. It is devoid of method. With "Fisher's Digest" as a model before him, the editor has disregarded one of the prominent features of that work, *i.e.*, keeping to a number of general headings, and leading off with a table of contents. This is a blunder going to the root of the work. Then the cross references are simply bewildering. A leading title is used for the purpose only of stringing together a catalogue of references to other titles. Let any of our readers consult the heading "Legacy," or, better still, "Practice." Under the latter they will find thirty-one columns referring to other places and not giving a single word of any decision. We must give a specimen of "Legacy" —

Bequest of property.

See *WILLIAMS v. PATERSON* OF GIFT.

Following Assets.

See *FOLLOWING ASSETS*.

Free of Duty.

See "CLEAR INCOME."

Married Women—Protection Order.

See *WOMAN'S CHARGE IN ACTION*.

Then under "Barratry" there are eleven columns of references. Here are one or two specimens:—

Admission—Effect of.

See *ORDER AND DISPOSITION*.

Bill of Sale.

See *PROPERTY OF BILL OF SALE*.

Compensation—Rebate.

See *DISCHARGE OF SURETY*.

So it goes on until we have come to the conclusion that the Council of Law Reporting have made by their minds to render it as difficult as possible for lawyers to thread their way among the mazes of our case law.

#### IMPLIED COVENANTS ON THE PART OF LESSORS OF FURNISHED APARTMENTS.

It would not be uninteresting to our readers to devote a few remarks to the four cases which were cited in *J. v. K.*, briefly reported in a previous number (*Law Times*, 1876, 1877), inasmuch as they undoubtedly contain the whole of the law on a subject of universal importance, and inasmuch also as their effect appears to have been by no means clearly understood by the majority of text-book writers.

The point of law involved in *J. v. K.* was briefly this: When a lessor is let to a house, is there an implied warranty or covenant on his part that it is fit for the purpose for which it is let? or is that this question is one very

likely to be of frequent occurrence, but, strange to say, anyone desiring to solve it would not find himself enabled to obtain either very clear or very correct information on the subject from the standard works on Landlord and Tenant. Mr. Woodfall, in his well-known book, says (490): "There is never any covenant or promise implied by law on the part of the lessor of a house or land that it is reasonably fit for habitation, occupation, or cultivation, nor that it is fit for the purposes for which it is let," and for this broad proposition he quotes *Sutton v. Temple* (12 M. & W. 52), and *Hart v. Windsor* (1b. 68), neither of which cases, however, as will be easily perceived, was concerned with a furnished house or set of apartments. But Mr. Woodfall further says in his note that these two cases overruled *Smith v. Marryble* (11 Id. 5), where the house was furnished; and in a subsequent passage (740), he clearly states that in his opinion the authorities do not warrant the conclusion that there is any distinction between the case of an unfurnished and of a furnished house. "It was once decided," he there remarks, "that there is an implied condition in the letting of a furnished house that it shall be reasonably fit for habitation. . . . (*Smith v. Marryble*). But such decision is not to be relied on; it has been greatly shaken if not overruled by subsequent cases." (*Sutton v. Temple*; *Hart v. Windsor*.) Messrs. Smith and Soden, in their work on Landlord and Tenant (137, 138), though their tone is not so dogmatic, yet clearly convey the impression that their opinion coincides with Mr. Woodfall's; and the same remark applies to Mr. Chitty's notice of the cases (*Contracts*, 344), all these gentlemen apparently holding that *Smith v. Marryble* has been overruled by *Sutton v. Temple* and *Hart v. Windsor*. Now all these cases were decided at almost precisely the same time, and by almost precisely the same judges, and we confess that we are thoroughly puzzled to discover how the most superficial student of them could come to the conclusion that the first had been in any way impaired as an authority by the two last. In *Smith v. Marryble* it was decided that "it is an implied condition in the letting of a house that it shall be reasonably fit for habitation." The defendant there threw up a furnished house, because it was infested, to use the language of a later case, by certain "noxious, stinking, and nasty insects called bugs," and, as Nisi Prius, Lord Abinger, C.B., stated to the jury, "that, in point of law, every house (meaning, of course, every furnished house), must be taken to be let upon the implied condition that there was nothing about it so noxious as to render it uninhabitable." A new trial was moved for on the ground of misdirection, and at the conclusion of the argument after Parke, B., had cited some analogous cases, though none directly in point, judgment was given for the defendant, Lord Abinger observing, "I am glad that authorities have been found to support the view which I took of this case at the trial, but, for my own part, I think no authorities were wanted, and that the case is one which common sense alone enables us to decide. A man who lets a ready furnished house surely does so under the implied condition or obligation—call it what you will—that the house is in a fit state to be inhabited. . . . I entertain no doubt whatever on the subject." This view would, we imagine, strike anyone, whether lawyer or layman, as extremely reasonable; but, say the learned authors to whom we have referred, it has been overruled by the decisions in *Sutton v. Temple* and *Hart v. Windsor*. Is this so? The usage of a field was demised in *Sutton v. Temple*, and it was held that in such a case there is "no implied obligation on the part of the lessor that it shall be fit for the purpose for which it is taken." By this decision, then, did the Barons of the Court of Exchequer wish to overrule their previous judgment in *Smith v. Marryble*? The following remarks made by them afford a very clear answer. "If this case," said Lord Abinger (12 M. & W. 52), "involved the necessity of overruling the case of *Smith v. Marryble*, I should hesitate long before I should acquiesce in doing so, for I entirely approve of the decision to which we came in that case." And again (1b. 68): "I am of opinion that the case of *Smith v. Marryble* is materially distinguishable from the present." Barons Parke, Gurney, and Stale, also clearly distinguished the two cases. Then came *Hart v. Windsor*, where the lease was of a "certain messuage or tenement and garden ground," and the same point arising as was involved in *Smith v. Marryble*. Baron Parke, in delivering the judgment of the court (1b. 67), expressly said: "We are under no necessity of deciding in the present case whether that of *Smith v. Marryble* be law or not. It is distinguishable from the present case." It is certainly true that in this case the learned baron expressed less satisfaction with the correctness of the decision in *Smith v. Marryble* than he had done on any previous occasion, and this, perhaps, is what has led the text-book writers astray; but they should have remembered that his doubt was quite counterbalanced by what fell from Lord Chief Justice Cockburn in *Condon v. Lord Westbury* (4 F. & Fin. 715). His Lordship having had his attention directed to *Smith v. Marryble*, there said he should certainly lay down the doctrine maintained in that case, "for it was binding upon him as it had never been overruled," and further observed (716): "If a house was let ready-furnished, it could not be contended surely that it was not to be put into a fit state to receive the tenant." The representation, whether it

was expressed or implied, came practically to the same thing. He did not see that it could make any difference, because it could scarcely be supposed that when a house was let ready-furnished it was to be let in a state so filthy and dirty that it was not fit for occupation."

The nuisance complained of by the plaintiff in *J— v. K—* was of a peculiar nature; but we have not thought it necessary on the present occasion to touch upon the facts of that case, being only concerned with the authorities noticed in it. From these we think that the true rule to be deduced is, that, although where land or an unfurnished house is let, there is no implied covenant that it shall be fit for the purpose for which it is required, or for habitation, yet that the converse is the case where the lease is of a furnished house or of apartments, when the maxim "*Caveat the lessee*" does not apply: (Addison on Contracts, 612.) The distinction seems to us to be based on just and reasonable grounds; for a man who hires a furnished house or apartments for temporary use is necessarily obliged to trust more to the *bona fides* of the lessor, than one who, in treating for the lease of an unfurnished house or of land, has ample opportunity afforded him of viewing the property and ascertaining its true condition.

#### AGENCY.—LIABILITY OF AGENT TO PRINCIPAL.(a) MEASURE OF DAMAGES.

THE liabilities of an agent commence from the moment he consents to act as agent for a lawful consideration. His liability is dependent upon the duties undertaken by him; but the measure of the damages to which he may be liable must be ascertained by the application of rules common to the whole law of contracts. The general rule of law upon the subject was laid down by the Court of Exchequer in the often quoted case of *Hadley v. Baxendale* (9 Ex. 354; 23 L. J. 182, Ex). The rule enunciated by the court in that case is that where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be such as may fairly and reasonably be considered either arising naturally, i.e., according to the usual course of things from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it. Here two modes of estimating the damages resulting from a breach of contract are suggested. The measure given by the one is the damage resulting naturally from the breach; according to the other, it is the damage contemplated by both parties at the time of making the contract. The criterion given by the second part of the rule has never been sanctioned by a direct authority. Wherever it has been appealed to, the Judges have shown pretty clearly that it is to be considered as no more than a dictum.

*Prima facie* the damages which actually result from a breach of contract are recoverable, provided that they are such as may fairly and reasonably be considered as arising directly and naturally, that is to say, in the ordinary course of things, from such a breach of contract. The amount of them may be unexpectedly large, but still the defendants must pay. If a man contracts to carry a chattel and loses it, he must pay the value, though he may discover that it was more valuable than he had supposed. But when the damages sought to be recovered are not those which in the ordinary course of things would naturally arise, but are of an exceptional nature, arising from special and peculiar circumstances, it is clear that in the absence of any notice to the defendant of any such circumstances, such damages cannot be recovered (per Blackburn, J., in *Horne v. Midland Railway Company*, L. Rep. 8 C. P. 140). As to the intimation in the case of *Hadley v. Baxendale* (sup.), to the effect that "plaintiff might recover exceptional damages, apart from all question of a contract with regard to amount of damages, provided there was a special notice of the circumstances," it was suggested in the same case by Baron Martin and Mr. Justice Blackburn that, in order that the notice may have any effect, it must be given under such circumstances as that an actual contract arises on the part of the defendant to bear the exceptional loss. [The following cases may be referred to upon this question in addition to those cited: *Cory v. Thames*, L. Rep. 3 Q. B. 181; *Borries v. Hutchinson*, 18 C. B., N.S., 445, 465; 34 L. J. 169, C. P.; *Bridge v. Wain*, 1 Stark. 504; *British Columbia Saw Mill Company v. Nettleship*, L. Rep. 3 C. P. 499; *Smeed v. Ford*, 1 E. & E. 602; 28 L. J. 178, Q. B.; *Tyers v. Rosedale Iron Company*, L. Rep. 8 Ex. 305; *Gee v. Lancashire and Yorkshire Railway Company*, 5 H. & N. 211; 30 L. J. 11, Ex.; *Everard v. Hopkins*, 2 Buls. 362; *Wilson v. Newport Dock Company*, L. Rep. 1 Ex. 177; 35 L. J. 97, Ex.]

Upon a review of the authorities, the appropriate rules seem to be the following:

1. The measure of damages recoverable by a principal from his agent in consequence of a breach of duty by the latter is the loss or damage to which the principal has been subjected directly by reason of the agent's default or neglect; in other words it is the loss or damage of which the agent's breach of duty is the proximate cause.

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

2. The damages may be nominal or substantial—nominal where there is proof of a breach of contract only, but not of resultant damage or loss; substantial where there is proof both of a breach and of resultant loss or damage.

Text writers have introduced some confusion into the subject by rather careless writing. Thus Mr. Justice Story remarks in his excellent work on agency, "There must be a real loss or actual damage, and not merely a probable or possible one:" (Agency, § 222). "It is a good defence, or, rather, excuse, that the misconduct of the agent has been followed by no loss or damage whatever to the principal; for then the rule applies that, though it is a wrong it is without any damage, and to maintain an action, both must concur, for *damnum absque injuria* and *injuria absque damno* are equally objections to any recovery." If the author meant it to be inferred that a principal has no right of action against his agent unless there is proof of a real loss or actual damage, he is in error, for such a proposition is at variance with authorities. Thus, in replying to an argument that the action in *Ashby v. White* (2 Ld. Raym. 955) was not maintainable because there was no proof of hurt or damage to the plaintiff, Lord Holt observed, "Surely every injury imports a damage, though it does not cost the party one farthing . . . but an injury imports a damage." So it is said by Lord Tenterden (in *Marslette v. Williams*, B. & A. 423), that a plaintiff is entitled to have a verdict for nominal damages although he does not prove any actual damage at the trial: (See also *Fray v. Voules*, 1 E. & E. 139; 23 L. J. 232, Q. B.; and *Van Wart v. Woolley*, 1 M. & M. 520; Russell on Mercantile Agents, 220; Mayne on Damages, 415.)

Mr. Mayne has adopted the above views of Dr. Story, but no authorities are cited in their support: (Mayne on Damages, p. 412.)

The measure of the damages to which agents are liable is illustrated by the following cases:—

The right of the principal to nominal damages is recognised in *Van Wart v. Woolley* (1 M. & M. 520), in 1830. An agent was employed to present a bill for acceptance; he failed to do so, and Lord Tenterden held that his principal was entitled to nominal damages, although no real damage was occasioned by the neglect, the bill and costs having been paid by other persons liable on it. "The opinion which I expressed in the former case," said his Lordship, referring to the case as reported in 3 B. & C. 439, "that the plaintiff was at all events entitled to notice from that other of its dishonour was not my opinion only but that of the whole court. If he does not receive that notice he suffers damage." Injury imports damage, as Lord Holt said in *Ashby v. White* (sup.).

In *Russell v. Palmer* (2 Wills. 325), 1767, an action on the case was brought against a solicitor to recover the sum of £3500 and costs. The plaintiff having employed the defendant to proceed at law against a debtor, obtained a judgment. By a rule of court it was the duty of the defendant to cause the debtor to be charged in execution within a certain period after surrender. The defendant neglected this duty, and the debtor was discharged by *supersedeas*. The plaintiff alleged that he was thereby hindered from obtaining his debt and damages, and had thus suffered a loss to the amount of the sum claimed by reason of the defendant's negligence. At the trial Lord Camden directed the jury to give a verdict for the whole debt. A new trial was afterwards granted on the ground that his Lordship had misdirected the jury, for the jury ought to have been left to find what damages they thought fit, inasmuch as the action merely sounded in damages. There was some evidence that the debtor was not totally insolvent, and that the plaintiff probably might be able in time to obtain some part of his debt by execution against his goods. The jury being told they might find what damages they pleased, found a verdict for the plaintiff for £500. The Court of King's Bench subsequently held that the action lay. Mr. Sedgwick (Damages, p. 400) infers from this case that the jury had in early cases, growing out of the contract of agency, an unlimited control over the amount of compensation which should be awarded as damages. The case, however, is not reported fully enough to justify the conclusion. If such a rule existed, it has long been abolished, and the measure of damage fixed by the law.

In *Wallace v. Telfair* (2 T. Rep. 188, note), 1786, Mr. Justice Buller ruled that where an agent having accepted an order for insurance, limits the insurance broker to too small a premium, in consequence of which no insurance could be procured, the agent is liable to make good the loss to his correspondent.

*Smith v. Cadogan* (2 T. Rep. 188), 1788, was an action against the defendants for neglecting to insure goods. The defendants were the correspondents of the plaintiffs. Having received the order to insure in 1782, they sent their broker to Lloyd's to get the insurance effected, but could not get it done because the ship was not registered at Lloyd's. If the defendants had done nothing else, Mr. Justice Buller, before whom the case was tried, doubted greatly whether they would have been liable, on the ground that if a person to whom such orders are sent does what is usual to get the insurance made, he performs his duty, because he is no insurer, and is not obliged to get the insurance, at all events. Failing to insure at Lloyd's, they wrote to the shipowners and requested them to effect the insurance. They did so. The whole of the



circumstances were subsequently brought before one of the plaintiffs, who approved of the action taken by the defendants. A loss occurred, and upon the shipowners refusing to deliver up the policy until their own claims were satisfied, the plaintiffs brought their action against the defendants. "The defendants," said Mr. Justice Buller, "had no means of obliging them to give it up but by bringing an action, and it can hardly be said that not doing so is negligence in them. If the defendants had made a blunder in the insurance which would have avoided the policy, that would have been negligence; but the policy is a good one, and it was only owing to the knavery and failure of G. K. and Co. (the shipowners) that the plaintiffs have lost the benefit of it." His Lordship then commented upon the conduct of one of the plaintiffs as amounting to a ratification, and pointed out that if he had intended to insist on his right to recover from the defendant he should never have looked to others.

In *Smith v. Lascelles* (2 T. R. 187), 1788, which was another action for neglecting to insure, Ashurst, J. says, "One person cannot compel another to make an insurance for him against his consent; but if the directions to insure be given to him, to whom the application would naturally be made in the usual course of trade, and he do not give notice of his dissent, he must be answerable for his neglect, because he deprives the other of any opportunity of applying elsewhere to procure the insurance."

#### MR. HARRINGTON'S COUNTY COURT SCHEME.

(Continued from p. 406.)

MR. HARRINGTON concludes his pamphlet with some "miscellaneous observations:"

The general constitution and course of procedure which is suggested for the local courts of the future, has now, however rudely and imperfectly, been sketched out, but there remain a few matters to be considered.

These may be dealt with in alphabetical order, and are as follows:

**Appeals.**—The allowance of these should be regulated, not by the amount in dispute, but by the readiness of the appellant to find security to indemnify the respondent against all possible costs, loss, and delay in the event of affirmance, and also to pay such further sum to the respondent in the like event, by way of damages, as a judge of the Court of Appeal should think fit. Leave to appeal should in all cases have to be asked for. It should be granted as of course, if the conditions required are complied with. The judge granting leave should be at liberty to relax any of the conditions as to security to such an extent as might be necessary in every case to serve the ends of justice, or he should have power, if he thought fit, instead of imposing these conditions, to order that the appellant, before prosecuting his appeal, pay any sum of money in lieu or partly in lieu of security, into court, or pay money in the same way to the respondent upon his giving counter-security to refund it in case of a reversal; or that any chattel in dispute should be preserved in safe custody pending the appeal, or delivered to one of the parties, with or without security to produce it when required.

The power to impose these conditions should be given only to the Court of Appeal or a judge thereof, to be exercised by him personally, and not to be delegated to a master. In no case should the judge of the court appealed from have any voice in determining whether or on what conditions an appeal should be allowed. The present system of allowing an appeal, as of right, in all cases over £20, and in cases under £20 with the leave of the inferior court, is, it is submitted, vicious in both respects. In the first set of cases, it puts it into the power of a wealthy or obstinate litigant to appeal vexatiously, for the security he has to give, and the costs allowed on taxation to the successful respondent, never, it is believed, amount to a complete indemnity. In the second, it imposes an undue burden on the conscience of a scrupulous inferior judge, who may have great difficulty in deciding whether the balance of advantage to the public in having a doubtful point of law authoritatively settled, outweighs the duty of preventing the parties from wasting a large sum in costs, in litigating a question of small pecuniary importance; and on the other hand it enables a less scrupulous inferior judge to refuse leave to appeal for fear of his decision being reversed.

**Commitment for contempt.**—The power of the principal local court to punish contempts should not be limited by any statute, but the court should have all such powers as are at common law incident to an inferior court of record, with this addition, that it should be specially armed with the necessary powers for the enforcement of its decrees and orders and the protection of its officers from obstruction, and the special powers thus conferred should be in addition to and not in derogation of its common law powers.

In case of any serious contempt, such as a libel on the judge in his office, or the like, not committed in *facie curiæ*, it should be the duty of the registrar to report the case to the Attorney-General, who should, if the offence be sufficiently serious, file a criminal information *ex-officio*.

It should be competent to the principal local court, on the motion of either party, to prohibit the publication of its proceedings pending a trial.

**Costs and Fees.**—If the jurisdiction of the principal local courts is to be enlarged in pecuniary amount, it will be necessary to increase in proper cases the scale of professional allowances, but no alteration of substance is suggested as to the costs.

The court fees should be levied by way of poundage or percentage, and this method of levy should be applied as far as possible to all descriptions of cases, and should be, as far as circumstances will allow, uniform.

The poundage should be so calculated as to increase continually with the value of the matter in dispute, and should not, as at present, cease to increase when its value exceeds a certain limit. The ratio of the poundage to this value need, however, be constant, but the former might decrease as the latter increases, in the same manner as is usual in the case of an agent's commission.

It is believed that this practice would, of itself, much more satisfactorily fix a limit of pecuniary amount, define the line of demarcation between Superior and Inferior Courts. At a certain point varying in the nature of the dispute, and the class and residence to be called, the expense of suing in the Inferior Court

would exceed that of suing in the Superior Court. In all cases in which the defendant could show that a suit begun in the inferior would be more cheaply or satisfactorily determined in the Superior Court, or *vice versa*, he should be entitled, as of right, to the transfer, without the conditions mentioned above (see p. 22).

No alteration is suggested in the amount of poundage or per centage to be levied by way of court fees in litigious cases, but it is suggested that the amount levied should either be divided equally between entry and hearing, or that the heavier fee should be on the entry. Thus 1s. 6d. in the pound might be demanded for entry and 1s. 6d. for hearing, or 2s. for entry and 1s. for hearing. The object of this alteration, as will be readily seen, is to force parties, when there is no question in dispute, to settle their cases by admission, and not to enter them as litigious. It has been already pointed out that plaintiffs resorting to actual litigation unnecessarily should be deprived of the costs occasioned by their unnecessary acts.

The costs of postage incurred in the course of a cause, should be added to the judgment, and be a first charge on all moneys recovered.

No observations have been made with reference to the fees in Bankruptcy, Admiralty, and cases in which the court has jurisdiction under 2 & 30 Vict., c. 99—as to the first, because the author is not in the possession of sufficient information on the subject; as to the second, because they would in substance not be affected, the only admiralty courts at which fees are separately received proposed to be absorbed being Dover and Ramsgate, and Poole, the fees in which amounted altogether in 1875 to £31 only for court fund, registrar, and high bailiff together, and as to the third, because the amount received in the year 1872 was insignificant, and because it is suggested that the fees in future should be uniform.

**Jurisdiction.**—It has already been suggested that this should, subject to powers of transfer, be unlimited as to pecuniary amount. The exclusion of certain forms of action, such as breach of promise of marriage, libel, &c., from the County Court, is, it is believed, a wise discouragement to litigation, but it is suggested that the new Principal Local Court should have jurisdiction to assign dower and freebench. Under the new Judicature Act all distinctions of practice between the assignment of dower in equity and at common law will, it is conceived, be done away with. Estates of large value are very seldom, especially since the Dower Act, the subject of claims to dower, whereas it is not unlikely that rights to dower and freebench may frequently exist unbarred in small freehold and copyhold properties. It seems only just that the widow's remedy in these cases should be cheap and simple.

The courts have been armed with powers by the new rules to make orders for the protection of destructible chattels pending litigation, and for compelling their delivery in specie to the party entitled. This is a most valuable power, and should be extended to the utmost. The machinery provided by the old action of replevin might be utilised for this purpose: (See Consolidated Order, xi., 1, 2.)

**Printing.**—It is suggested that in order to avoid as far as possible clerical errors in copying, especially in the letters and numbers by which the proceedings are to be identified, every registrar's office should be furnished with a small hand press, at the cost of about £1. The type necessary for the particular purposes required would not cost more than from £1 to 30s. more, and it would be very advisable that whenever copies of a line or a few lines of matter have to be multiplied, it should be done by printing. The main printing of the forms of proceeding would, of course, as heretofore, be done by a tradesman, and the auxiliary printing suggested used only to fill up blanks. In order further to avoid the risk of mis-numbering the proceedings, it would be advisable that the ready printed forms furnished to the office should be in complete sets ready numbered, and with the name of the court left in blank. Offices having an excess of any one form could easily exchange with others, so as to prevent waste, and the whole efficiency of the suggested use of the post office depends upon the accuracy and legibility with which the letters and numbers by which the proceedings are to be identified, are marked thereon.

**Salaries and travelling expenses.**—It will have been noticed that in the calculations of the expense of replacing the existing judges, no notice has been taken of the fact that certain salaries now paid amount to £1800 per annum apiece. The existence of these, though it affects the cost of the existing system to the country, would not affect the proportion which the cost of the new system suggested would bear to it. It is not therefore thought necessary further to refer to this subject.

With regard to the travelling expenses, it is conceived that these would not be materially affected during the transition period. The registrar acting as travelling judges being allowed to hold as many courts in the day as they like, would however eventually visit all the places now visited, at a less expense than is incurred at present, while the principal local judges would have less locomotion. The comfort of the latter would be consulted and economy effected, if suitable permanent lodgings were provided for them at every town at which they would have to spend one or more night or nights per month. In assize towns there would, there is every reason to believe, be no difficulty in effecting an arrangement with the local authority for the use of the necessary apartments in the judges' lodgings at a moderate rent. In the manufacturing principal local court towns (and this would include almost all the court towns in which the assizes are not now holden), there is almost invariably (it is believed) a court house, with a convenient private room. In some of these buildings there might already be rooms which could be utilised for bed and sitting rooms, but if there are not, the interest on the expense of adding and furnishing two such apartments would, unless there were special architectural difficulties in the situation, be much less than the cost of providing the judge with rooms at an hotel, three or four days in succession eleven times a year. With regard to attendance, it might be the duty of the high bailiff to provide this, the expenses being provided for in his allowances. He would probably employ one of his married sub-bailiffs and wife for the purpose.

With respect to the main heads of his suggested reforms, the author cannot but feel, that in venturing, with limited information, an opinion on a subject which has engaged the attention of a Royal Commission empowered to examine witnesses, and comprising the highest legal authorities in the land, he is taking a bold step, and he feels especially that in his suggestions for the new form of procedure he has travelled so far out of the beaten track of precedent, that the very novelty of his proposals will arm against them a criticism which he cannot but feel would have been, independently of this novelty, formidable enough. He has, however, been actuated throughout by the desire (however unsuccessfully carried into effect), of suggesting whatever appeared to his lights conducive to efficiency and economy in the administration of the Local Inferior Courts of Justice. If any of his observations should, to any extent, however small, lead to the promotion of this object, he will feel that his labours have not been thrown away.

## SOLICITORS' JOURNAL.

IF reports which reach us are true, the mode of disposing of the business of the Chancery Division during the recent long vacation has been in many respects far from satisfactory. So serious, indeed, has been the mismanagement in many cases that papers, including orders and other important documents, have actually been lost. This is not the fault of the chief clerks themselves but of their clerks, and in some measure, perhaps, the Chancery clerks of solicitors also, who are apt to leave matters to look after themselves in the Long Vacation. But the chief source of complaint arises from the change of chief clerks from time to time during the Long Vacation. There are, first of all, the three divisions in each judge's chambers. During the Long Vacation one chief clerk takes for a time all the work in each of the three divisions of the several Vice-Chancellors' courts and the Master of the Rolls. If papers were all carefully arranged as carried in, under the separate divisions of the several courts, much less confusion would have ensued during the Long Vacation which has just passed, and chief clerks themselves would have been able the more readily to get through their work. As for papers which have undoubtedly been lost, this may perhaps be partly accounted for by the fact that the Vacation Registrar's Office was moved during the vacation. The work in the Chancery Division was also unusually heavy during the whole of the Long Vacation.

THE recent meeting of the Incorporated Law Society, at Oxford, has forced the question of University education upon the notice of our Profession. The meeting pressed upon the Incorporated Law Society the necessity of facilitating the admission of intending solicitors to the advantages of University education. And in so doing it only gave wider utterance to the opinion which the most eminent solicitors of the day expressed twenty years ago before the Committee of the House of Commons on Legal Education. It does not, indeed, require any very deep reflection to show that, to a profession where so much depends upon personal manners, personal tact, and wide connections, there can be no better introduction than an experience of the busy life of a great university, even apart from all consideration of its more intellectual advantages. And a glance at the advertising columns of the *LAW TIMES* will serve to show how steadily the proportion of University men is on the increase in our ranks. The current which is thus setting in will steadily strengthen in proportion as the efforts which the universities are making to meet it become more generally known. The main objection which seems at present to deter young men from entering a university before settling down to the mysteries of the office, is their dislike to postpone the wished-for honours of the final examination, and the subsequent admission. But the fact is, that very little delay is caused by taking a degree. Inasmuch as the ordinary five years of an articled clerk's service are reduced to three if he be a graduate, and as it only takes two years and eight months to obtain an ordinary B.A. degree, the total loss of time involved is considerably under a year. Nor can it indeed be called a loss, since both the general mental culture and the special legal knowledge which will be acquired in the time will carry the student with far greater ease and speed through the problems that await him in his clerkship. For among the recent changes in our universities none are more striking than the advances that have recently been made in the studying and teaching of law. At Cambridge the law tripos is the most rapidly rising of all; it has long outstripped its contemporaries, the tripos of moral science and of natural science, and is rapidly approaching to an equality with the ancient and venerable classical tripos. Indeed, if we add together the number of undergraduates who at any given moment are studying at Cambridge for the law tripos or the "Law Special," we shall probably find them amount to two hundred—in other words, no less than 10 per cent. of the whole university. But what, it may be asked, will a man who goes through this law course learn that will be of direct service to him in his professional career? Confining our remarks to Cambridge alone—for at the recent meeting, and the discussions which followed it, the case on behalf of Oxford has been fully stated already, and the sister university rather unfairly ignored—let us see what a man will have to read who goes through the Cambridge law tripos. First of all he must read conveyancing, i.e., both real and personal property law, and read it to a point much higher than is required in Chancery-lane for the final; criminal law he must read to an equally high point; and evidence also; common law to about the level of the intermediate; and throw in, too, a sprinkling

of equity and bankruptcy. In this way nearly half the tripos is made up; and then there comes international law, a subject almost indispensable in these days to those who practice in maritime or mercantile towns. The remaining subjects are English history, Roman law, and the theory of jurisprudence: subjects which have no direct professional bearing, but which give the lawyer an invaluable grasp of the grounds and principles of his science. Let us not omit to notice the *personnel* of the staff to whom Cambridge has entrusted the teaching of these subjects. It is twofold. The University contributes three professors, of whom the distinguished equity jurist, Mr. Birkbeck (well known to all readers of *Snell on Equity*), is one, and the late Solicitor-General, Sir William Harcourt, is another. The colleges add six lecturers, of whom Downing supplies two, and Trinity, John's, Caius, and Trinity Hall one apiece. It may be added that of these six gentlemen three have had practical experience as barristers, and a fourth as a solicitor. A final word on the pecuniary aspects of University life may not be altogether useless. The minimum cost of a college life is usually reckoned at £120 a year, though strict parsimony often reduces this expenditure materially; and some "non-collegiate" undergraduates are said not to spend more than half that sum. (At the Cavendish College, which has recently been established for students who desire to enter the University below the ordinary age, the bills are expected to average about £80 a year.) But it must be remembered that the Universities provide ample rewards for diligent students; so ample, indeed, as in some cases to defray a man's whole expenses, and even leave him a surplus. At some colleges (Christ's and Trinity Hall, for example) scholarships are awarded at the annual examinations in June to undergraduates who have acquitted themselves well in law. At Downing College (whose charter specially devotes it to legal and medical studies) a further step has been taken, and scholarships are awarded to promising law students at the very commencement of their University course. Of these "minor" scholarships, three, worth £80 a year each, are offered every April for competition amongst students who will enter the University in the following October; and any or all of these may be awarded for proficiency in law. The student who obtains one of these will probably afterwards supersede it by a foundation scholarship, worth from £50 to £80 a year, which will last until he takes his degree, and, if he deserve it, for three years longer, thus affording him throughout the whole of his clerkship a very welcome piece of income, and one to which no duties or restrictions are attached. Moreover, he will probably aim at the Whewell scholarships, two of which (one of £100 a year and one of £50, both tenable for five years) the university offers annually for proficiency in international law. One of these, along with a college scholarship, would defray all the expenses of his academical course, and go far towards those of his clerkship also. We might add that he will probably also carry away with him several guineas' worth of prize books, into the inside of which it is an even chance if he ever peeps again, but whose outside will always serve to remind him of the three pleasantest and most fruitful years of his life.

THE system which obtains throughout all the divisions of the High Court of Justice by which the list of causes to be taken on a particular day is only posted the night before about five o'clock for the information of solicitors, is especially inconvenient in regard to the divorce business of the Probate, Divorce, and Admiralty Division, in which the whole divorce business of the country is disposed of. The large majority of suitors in this court belong to a class who are frequently not the masters or mistresses of their own time; so that, supposing a London agent telegraphs to a country solicitor, say at half-past five in the evening, that a case is in the paper for the next day, it often happens that the parties and their witnesses are unable to arrive in London in time. As we have already announced, the Probate Court has this sittings been taking undefended divorce causes before the court itself without a jury. This is some advantage, but it should be remembered that a very large number of cases have been disposed of in one day sometimes, as the simpler class of cases often occupy not more than twenty minutes each. We have before urged the desirability in instituting some new mode of applying to the court to make rules nisi absolute, and it will soon become a question as to whether commonplace divorce cases might not be disposed of before one of the registrars or a judge in Chambers, lists of such cases being posted two clear days before they are to be taken. The difficulty to which we have here alluded was increased on Thursday last by the fact that on that day two judges were taking undefended divorce causes without any previous notification to the Profession. When any reforms are to be considered in reference to the

Divorce Court we hope that steps will be taken to relieve counsel from the farce of having to apply in open court for decrees absolute, and so as to motions for directions as to mode of trial, which in nine cases out of ten are of the most commonplace character, in fact a mere form, much more simple than the great bulk of the work undertaken in the Common Law and Chancery Judges' Chambers.

IN our last issue we published a letter from Mr. Percy Saxton, a commissioner for oaths, appointed under the authority of sect. 84 of the Judicature Act 1873, in which letter our correspondent said that all commissioners for oaths in England, whether appointed before or after the Judicature Acts came into operation, can take Irish Chancery affidavits. In this we agree, and it also seems that English commissioners for oaths can take Irish bankruptcy affidavits and those for use in the Irish Landed Estates Court; but as to Irish common law affidavits, it seems that commissioners for oaths in England have no power to take same. An Irish Commissioner for Oaths observes on this, however, that "those of the Irish Common Law Courts and Court of Probate and Affidavits, as to registration of Irish deeds, are in a great muddle." The designation which Irish Commissioners for Oaths in the English High Court of Justice and Court of Appeal now use is, to our mind, incorrect. They say, "a commissioner to administer in Ireland oaths for the High Court of Justice in England." It should surely be "for the Supreme Court of Judicature in England."

ALTHOUGH we are happy to notice a steadily increasing disposition on the part of the taxing masters of the common law divisions of the High Court of Justice, to adopt a uniform system in regard to the allowances on taxation of costs, yet many of those discrepancies which were so conspicuous under the old order of things still remain. Before the Judicature Acts a sum of 3s. 4d. was allowed for drawing judgment and the like sum for attending to sign, also a sum of 4s. for entering judgment; this was the same in all the common law courts. Since the operation of the Acts referred to, some taxing-masters have allowed 6s. 8d. for attending to sign judgment and obtaining office copy, while others allow not only this, but a further sum of 3s. 4d., for drawing judgment, which must now be on a printed form, except as to a special judgment, instead of on draft paper, or on the record as formerly. Recently all the common law masters have, we understand, agreed to a uniform practice, by which a sum of 6s. 8d. is allowed for attending to sign judgment, and a further sum of 3s. 4d. for drawing judgment. The Exchequer masters were the first to adopt this plan. It will, no doubt, be followed by district registrars.

THE recently announced determination of the Master of the Rolls to recur to the old practice of sitting until three o'clock on Saturdays instead of two o'clock, as decided by the judges soon after the Judicature Acts came into operation, is one which cannot but meet with the approval of the public. And so far as solicitors are concerned, we are sure that, assuming a case to have commenced on a Saturday, they would much rather have the benefit of the extra hour than be thrown over to the Monday for the want of such extra hour. The convenience of the Profession must be made subservient to public requirements and public convenience.

AN undergraduate, writing to us from Cambridge under date of the 2nd inst., sends us the subjoined advertisements, and, in doing so, observes "Having seen several times your strictures on the touting advertisements of persons who call themselves solicitors, I take the liberty of enclosing two which appeared in the *Oxford and Cambridge Undergraduates' Journal* of to-day (Nov. 2). The use of the appellation 'solicitor,' draws unwary men into the offices of these persons, who are nothing more than money lenders."

THE DEBTS and LIABILITIES of Members of the Universities arranged for them, or settled. Every kind of banking and legal business transacted. Established 1854. London Bankers: Bank of England. —Mr. ST. SWITHIN WILLIAMS, Solicitor and Private Banker, 138, High-street, Oxford.

MONEY.—To Noblemen, Officers, Heirs to Entailed Estates, and others.—A large capitalist is prepared to ADVANCE to any extent, in a few hours, on the security of freehold and leasehold properties, entailed estates, annuities, advowsons, legacies, reversions, deposit of deeds, leases, life policies, and furniture (without removal), &c., at a low rate of interest, temporary advance being made in all cases to meet pressing engagements pending completion of loan.—Address Mr. Brown, solicitor, 70, Cornhill, London, E.C.

It is only fair to say that as to the latter advertisement, "A large capitalist" appears to be the money lender, not that we approve of either of these advertisements.





Low (Edith), Henley-on-Thames, Oxford, widow. Dec. 1;  
T. M. Jenkins, solicitor, 5, Tavistock-street, Covent-  
garden, London.  
MILL (Wm.), Quintrell Downs, St. Columb Minor, Corn-  
wall, retired policeman. Dec. 31; Simmons and Clarke,  
solicitors, 1, Manvers-street, Bath.  
MUNDAY (Alfred Wm.), heretofore of Salisbury, but late of  
Fisherton Anger, Wilt., gentleman. Dec. 18; Cobb and  
Smith, solicitors, Salisbury.  
NASH (Henry S.), formerly of Clifton, Bristol, but late of  
Portsmouth, Somerset, Esq. Dec. 7; Sweet and Burroughs,  
solicitors, 24, Bridge-street, Bristol.  
NEWBURY (Jno.), 33, Jesus-lane, Cambridge, tailor. Dec. 7;  
H. J. Whitehead, solicitor, 2, Post Office-terrace, Cam-  
bridge.  
REBEVE (James), 14, Chalk Farm-road, Haverstock-hill,  
Middlesex, coffee house keeper. Nov. 30; Green and  
Pridham, solicitors, 6, John-street, Bedford-row, Middle-  
sex.  
ROBERTSON (Sophia), 75, King-street East, Hammersmith,  
Middlesex, widow. Dec. 1; G. F. Hudson, Matthews, and  
Co., solicitors, 23, Bucklersbury, London.  
RODGER (Alexander), 16, St. German's-place, Blackheath,  
Kent, gentleman. Dec. 1; Layton and Co., solicitors, 29,  
Budge-row, Cannon-street, London.  
SAMSON (Marnaduke B.), Hampton House, Hampton  
Court, Middlesex, Esq. Dec. 15; Paddison and Co.,  
solicitors, 57, Lincoln's-inn-fields, Middlesex.  
SENHOUSE (Johanna), formerly of Harecroft, Gosport, Cum-  
berland, and of Villa de Santeiron Brancolar, Nice,  
France, but late of Maison Ravel-avenue, Beaulieu, Nice,  
spinster. Feb. 11; G. Cowburn, solicitor, 43, Lincoln's-  
inn-fields, London.  
SEWELL Anna Francis), late of 16, Longton-grove, Syden-  
ham, Kent, widow, formerly of 9 and 10, Archer-street,  
Kensington Park, Middlesex, pawnbroker. Dec. 26; W.  
Moon, solicitor, 15, Lincoln's-inn-fields, London.  
SHADBOUR (Wm.), Bexley-heath, Kent, Esq. Dec. 9; Clarke  
Rawlins and Clarke, solicitors, 80, Greatham House, Old  
Broad-street, London.  
SMITH (Thos.), Bridle-Smith-gate, Nottingham, licensed  
victualler. Dec. 16; Wells and Hind, solicitors, Fletcher-  
gate, Nottingham.  
SOLOMON (Simon, otherwise Solomon Solomon), 19, Harford-  
place, New Cut, Bristol gentleman. Dec. 24; Wm.  
Plummer, solicitor, Bristol-chambers, Nicholas-street,  
Bristol.  
SPRONACH (Margaret), late of Addie Cottage, Lain, Ross,  
Scotland, and formerly of Upper Sydenham, Kent,  
spinster. Dec. 30; Burroughs and Bisdee, solicitor,  
Forest-hill, London, S.E.  
TABOR (Joe. M.), Brightlingsea, Essex, merchant. Jan. 1;  
Smythies and Co., solicitors, North-hill, Colehester.  
TAYLOR (Thos.), Outwell, Norfolk, farmer. Dec. 7; Welch-  
man and Carrick, solicitors, Upwell and Wisbech.  
VAUX (Emma), 51, Landon-road, Stockwell, Surrey, spin-  
ster. Dec. 16; Davies and Son, solicitors, 9, Angel-court,  
Throgmorton-street, London, E.C.  
WADE (Elizabeth), Fobbing, Essex, widow, who carried on  
business as a bargewoman and farmer. Dec. 24; E. Wood-  
ward, solicitor, 2, Ingram-court, Fenchurch-street, Lon-  
don.  
WALKER (James), 15, Southampton-street, Holborn, Middle-  
sex, and of "Cashfields," Sewardstone-green, Essex,  
auctioneer. Dec. 21; E. Seeling, solicitor, 21, South-  
ampton-street, Holborn, London.  
WHITE (Joseph), 239, Commercial-road, Landport, Portsea,  
oil and colour merchant. Nov. 30; Geo. H. King, solicitor,  
43, North-street, Portsea.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE following lectures and classes are appointed to be delivered and held at the Law Institution, Chancery-lane, during the ensuing week, Monday, 13th, Equity Class, 4.30 to 6 o'clock p.m.; Tues-  
day, ditto; Wednesday, ditto; Thursday, lecture (Conveyancing), 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after the lectures have commenced. Members of the Society may attend the lectures. Further information may be gathered from the advertisement in our last issue.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

THE elementary works selected for the inter-  
mediate examination of persons under articles of  
clerkship, for the year 1877 are—Chitty on Con-  
tracts, c. 1, 2, 3, with the exception, in c. 3, of s. 1,  
relating to contracts respecting real property, 9th  
or 10th edit.; Williams on the Principles of the  
Law of Real Property, 10th or 11th edit.; Haynes'  
Outlines of Equity, 3rd or 4th edit.

WHERE articles expire between the 10th Jan. and  
15th April 1877, candidates may be examined in  
Jan. 1877, or, of course, at any subsequent  
examination.

IN case of the death of a principal during articles,  
fresh articles should always be entered into with-  
out loss of time. The time which elapses between  
the day of the death of the principal and the day  
of the date of fresh articles being entered into,  
does not count, so that the further articles must  
be for a time sufficient to make up for this loss of  
service, as well as for the unexpired term of the  
original articles of clerkship.

ARTICLES of clerkship, or assignments of articles  
of clerkship, dated on any day during November  
must be enrolled and registered at the Petty Bag

Office on or before the same day in the month of  
May next, and when articles or assignments are  
required to be, and are, enrolled and registered on  
any day during the month of November, they must  
be produced and entered at the Law Institution on  
or before the same day of the month of February  
next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23  
& 24 Vict. c. 127, s. 7. Failure to comply with  
these statutory requirements often entails a serious  
loss of time upon article students.

## MICHAELMAS EXAMINATION 1876.

GENERAL EXAMINATION OF STUDENTS OF THE  
INNS OF COURT, HELD AT LINCOLN'S INN  
HALL, ON THE 23RD, 24TH, 25TH, AND 26TH  
OCT. 1876.

THE Council of Legal Education have awarded to  
the following students certificates that they have  
satisfactorily passed a public examination: Beck,  
Harry Edward, Inner Temple; Buddicom, Walter  
Howman, Inner Temple; Brabant, George Whit-  
more, Lincoln's Inn; Calvert, Edward Bennett,  
Inner Temple; Chetti, Pulicat Ratnavelu, Lin-  
coln's Inn; Child, Arthur, Middle Temple; Den-  
man, George Lewis, Lincoln's Inn; Francis, John  
Joseph, Gray's Inn; Gardner, Arthur Andrew  
Cecil Dunn, Inner Temple; Hedderwick, Thomas  
Charles, Middle Temple; Jendwine, John Wynne,  
Lincoln's Inn; Leach, Arthur Francis, Middle  
Temple; Leadam, Isaac Saunders, Lincoln's Inn;  
Mackean, Ernest, Inner Temple; Miller, Gran-  
ville George, Inner Temple; Munro, Joseph  
Edwin Crawford, Middle Temple; Parsons,  
James, Inner Temple; Piggott, Francis Taylor,  
Middle Temple; Roberts, Arthur Phillips, Inner  
Temple; Sanders, John Satterfield, Lincoln's  
Inn; Shirley, Walter Shirley, Inner Temple;  
Todd, Thomas Marshall, Inner Temple; Walker,  
Philip Francis, Inner Temple; and Wills, Wil-  
liam, Inner Temple.

The following students passed a satisfactory  
examination in Roman Civil Law only.—H. Adkins,  
V. S. Alston, A. M. Bernard, D. H. Bernard,  
W. H. Bolton, A. H. Britton, L. M. Brown,  
V. Brown, T. L. Bullock, J. G. Collins, T. W.  
Crosse, Hon. F. H. Dawney, J. W. F. Dumergue,  
C. E. Ellis, J. Formby, F. T. Fraser, W. Garth,  
J. C. Gilmore, H. E. Graham, C. B. Grant, H. E.  
Gurner, N. L. Halder, F. Hedges, G. B. Houghton,  
H. McN. Humphry, P. Rose Innes, W. I. W.  
Ingham, T. L. L. Jenkins, J. Langley, G. K. Lyon,  
C. E. McLaren, F. L. Muirhead, C. F. D'A. Orred,  
W. Phillips, R. W. S. Pinhey, A. C. J. Powell,  
R. Prothero, C. Russell, J. N. Siroar, F. A. Slack,  
N. Spencer, C. B. L. Tyerman, H. A. Wakeman,  
F. L. Wright, and A. D. Youngusband.

By order of the Council,  
(Signed) S. H. WALPOLE, Chairman.  
Council Chamber, Lincoln's Inn, Nov. 1, 1876.

## QUESTIONS FOR THE FINAL EXAMINATION—NOVEMBER, 1876.

FIRST DAY.

I.—PRELIMINARY.

Questions 1 to 5 inclusive.

## II.—PRINCIPLES OF LAW AND PROCEDURE

(PAPER A, 10 A.M. TO 1 P.M.)

*In matters as administered under the usual juris-  
diction of the Chancery Division of the High  
Court of Justice.*

6. State the several modes in which matters  
may be commenced in this division of the High  
Court; and state, with respect to each mode,  
some of the matters to which it is applicable.

7. State the mode in which, generally, evidence  
is to be given in actions in this division of the  
High Court, and the circumstances in which  
other modes of giving evidence are allowed.

8. In actions in this division of the High Court,  
are costs always in the discretion of the court;  
and, if not, what are the exceptions and restric-  
tions?

9. Give an outline of the ordinary proceedings  
in an action by executors for administration of  
their testator's estate.

10. In what circumstances will specific perform-  
ance be directed of a contract by parol, which is  
required by the Statute of Frauds to be in  
writing?

11. Define (a) an express trust; (b) an implied  
trust; and (c) a constructive trust. Give an illus-  
tration in each case.

12. By what acts of a person named as a trustee  
will he be deemed to have accepted the trust?  
And in what ways may a trustee, after acceptance,  
divest himself of the trust?

13. What change has recently been made in the  
law as to setting aside sales of reversions? In  
what circumstances will such sales now be set  
aside?

14. Explain what is meant by the marshalling  
of securities, and give an illustration.

15. Devise of real estate to A, a widower, for  
life, and of other real estate to B, a widow, for  
life, with a condition, in each case, that the gift  
should be forfeited if the devisee should marry

again. What is the effect of the condition in each  
case? Would the effect be different in either  
case, if the gift were of the income of personality?

16. Bequest to A of "my £1000 of stock of the  
Great Western Railway Company." The testator  
afterwards borrowed £500 on mortgage of the  
stock, and died leaving it so pledged. What are  
A's rights in relation to the legacy?

17. State the cases, if any, in which a valid gift  
of land for charitable uses may be made by will.

18. Bequest by a will, dated after 1860, of a  
legacy to testator's nephew, an infant, contin-  
tingently on his attaining twenty-one. From  
what time does the legacy carry interest? May  
the executors apply any part of the interest for  
the legatee's maintenance during minority?

19. Define a *donatio mortis causa*. In what  
respect does it differ from a legacy, and in what  
does it resemble a legacy? Can a good *donatio  
mortis causa* be made by delivery of a cheque, of  
a bond, of a banker's deposit note, of a railway  
share certificate?

20. In what circumstances, and to what ex-  
tent, if any, is a past member of a limited com-  
pany liable to contribute to the assets of the com-  
pany in the event of its being wound-up?

## II.—PRINCIPLES OF LAW AND PROCEDURE.

(PAPER B, 2 TO 5 P.M.)

*In matters as administered under the usual juris-  
diction of the Queen's Bench, Common Pleas, and  
Exchequer Divisions of the High Court of Jus-  
tice.*

21. In what material respects does an action for  
the recovery of land differ from an action in eject-  
ment before the Judicature Act?

22. What advantage has the Judicature Act  
given to a defendant with respect to the raising of  
a cross claim against the plaintiff?

23. State when and under what circumstances a  
defendant may, since the Judicature Act, apply to  
have an action dismissed?

24. What steps must a judgment creditor take  
to attach a debt owing by a third party to the  
judgment debtor?

25. After trial and verdict, a party is desirous  
of obtaining a new trial of the cause. How and  
within what time must he proceed?

26. State the provisions of the County Court  
Act 1867 (30 & 31 Vict. c. 142, s. 10), with regard  
to remitting actions of tort to a County Court.

27. What is the general rule as to the law ac-  
cording to which contracts are expounded? If a  
contract to be performed in a foreign country be  
made in England, according to the law of which  
country will it be construed?

28. Under what circumstances does a vendor's  
right to "stoppage in transitu" arise, and under  
what does it cease?

29. Mention the different kinds of bailments,  
and the extent in each case of the bailee's li-  
ability?

30. What is the common law liability of car-  
riers, and in what respects has it been altered by  
statute?

31. State the provisions of the Statute of Frauds  
with respect to a guarantee, and the alterations  
made by the Mercantile Amendment Act in the  
law relating to guarantees.

32. Under what liability is a tenant from year  
to year to make repairs where there is no express  
agreement? And state what you know as to a  
landlord's liability to repair.

33. State what is necessary in order to make a  
valid tender of a debt.

34. In what manner can a solicitor who enters  
into a special agreement for remuneration with  
his client enforce the agreement?

35. What do you mean by an Englishman's  
house being his castle? By whom, and under  
what circumstances, may his outer door be broken  
open?

## SECOND DAY.

## III.—PRINCIPLES AND APPLICATION OF THE LAW OF REAL PROPERTY AND CONVEYANCING.

(10 A.M. TO 1 P.M.)

36. Give the dates and history of the Statutes  
*De donis conditionalibus* and *Quia emptoris*.

37. What was the date and purpose of the  
original Statute of Mortmain? What is the  
statute of recent date, and what did it enact?

38. What is the meaning of "Trustees to pre-  
serve contingent remainders?" Are they now  
necessary?

39. What rights in each other's real property  
have a husband and wife respectively in the  
absence of any settlement?

40. Real property in strict settlement. The  
eldest son of the tenant for life is of age, and  
about to marry. What re-settlement is usually  
made? What deeds necessary?

41. A, an owner in fee simple, makes a volun-  
tary settlement of his real property. He subse-  
quently sells and conveys a portion for valuable  
consideration to a purchaser, with notice of the  
settlement. Which will hold good—the settle-  
ment or the conveyance? Give reason.

42. In pursuing an abstract of title you meet  
with an owner in fee simple dying intestate since

the year 1853. What possible incumbrances or burdens on his property must you see to the absence or discharge of?

43. The evidences of ownership of real property are the title deeds. Who is entitled to their custody in the following cases? (A) An owner in fee simple who sells the bulk of his estate. (B) A settled property with a tenant for life having the legal estate. (C) The like with a tenant for life, equitable owner only.

44. Explain the term "proviso for redemption."

45. What are advowsons and rights of next presentations? Under what circumstances may they be legally bought by laymen and clerks respectively?

46. Give the date of the "Wills Act." How was it necessary that a will should be executed to pass real property before the Act? and how since?

47. A, an owner in fee simple, devises two estates specifically, and leaves the residue of his real and personal property to B, C, and D, as tenants in common. B dies during the testator's lifetime. What becomes of his share?

48. What is the meaning of "descent being traced from the last purchaser? Is a devise of real property a "purchase?"

49. A mortgagee dies leaving a will with no specific devise of trust and mortgaged estates. The mortgage is to be paid off and a re-conveyance executed. Who under the present law can convey the legal estate?

50. A is tenant for life of a settled estate; B, tenant in tail in remainder. B believes that a farm, of which C is the reputed owner in fee, is part of the settled property. Within what time, under the law now operating, can B bring his action to recover the farm? and how will the law stand on the 1st Jan. 1879?

#### IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

51. Define the meaning, and state the object of acts of bankruptcy.

52. Enumerate the acts of bankruptcy now in force. State those which are common to traders and non-traders, and such as are confined to traders only.

53. State the chief distinctions made by the provisions of the Bankruptcy Act 1869, between traders and non-traders.

54. Give a short exposition of the doctrine of reputed ownership.

55. Is the doctrine of reputed ownership applicable to traders and non-traders alike, or is there any and what distinction between them? Were any, and, if so, what changes in this respect made by the Bankruptcy Act 1869?

56. State the duty of the sheriff or high bailiff of the County Court when the goods of a trader or non-trader respectively have been taken in execution in respect of a judgment for a sum exceeding £50, and sold.

57. If one member only of a firm be adjudged bankrupt, can the creditors of the firm prove their debts, and vote under such separate bankruptcy; and, if so, for what purpose? Are they entitled to receive dividend out of the separate property of the bankrupt, and, if so, subject to what conditions?

58. Is a joint creditor of two or more partners ever allowed to prove such joint debt in competition with the separate creditors of one partner, under a separate bankruptcy of such partner, and upon what ground?

59. A and B, being partners, are jointly indebted to C, who holds their joint and several promissory note, and also security on their joint estate, and also on the separate estate of B. The bankrupts are also jointly indebted to D, who holds their joint and several promissory note, and security on the property of a third person. What are the rights of C and D respectively as to proof upon, and receipt of, dividends out of the joint estate of the bankrupts, and the separate estate of each of them?

60. A, B, and C, are trading in partnership. C retires and transfers his share in the partnership to A and B in consideration of their covenant to pay to him £2000 at the end of a year. Before the expiration of the year, A and B are adjudicated bankrupts—C is solvent. Some of the joint creditors of A, B, and C remain unpaid at the date of the bankruptcy. What are the rights of such joint creditors under the bankruptcy of A and B, and has C any, and, if so, what right to prove and receive dividend under the bankruptcy in respect of the sum of £2000?

#### V.—CRIMINAL LAW, AND PROCEEDINGS BEFORE JUSTICES OF THE PEACE.

62. Distinguish between felonies and misdemeanours.

62. Define burglary. What is its punishment? What offences are committed by shooting a burglar?

63. What are the different kinds of justifiable homicide?

64. What is the punishment for arson? Define the crime.

65. For what purposes is a writ *certiorari* usually granted, and what proceedings are required for its allowance?

66. Under what circumstances have magistrates jurisdiction in the case of a tenant who refuses to give up possession at the expiration of his tenancy?

67. Within what limits of time and place may a warrant of apprehension be executed? How can its original force be extended?

68. In what cases are magistrates bound to admit to bail, and in what cases have they no power to do so?

69. What offences cannot be tried at quarter sessions?

70. What is surety of the peace, and when can it be obtained?

#### VI.—PROBATE AND DIVORCE LAW, AND MATTERS AS ADMINISTERED IN THE PROBATE AND DIVORCE DIVISION OF THE HIGH COURT OF JUSTICE.

71. Can probate be obtained of a will disposing of real estate only? Give the reason for your answer.

72. Is a will revived by destruction of a subsequent will, or how otherwise must revival be effected?

73. What does the Wills Act (1 Vict. c. 26) enact respecting obliteration, interlineations or alterations in a will.

74. What stamp is necessary on a second or subsequent grant of probate or administration, and how can a stamp be obtained without payment of duty?

75. A will which testator duly executed and retained in his own possession cannot be found after his death. What is the presumption of law in such case? Can a probate be obtained, and, if so, how?

76. State the rule of law as to whether or not the securities of foreign countries are liable to probate duty.

77. State briefly how the proceedings in a probate action differ from those in an ordinary action?

78. What is the nature and effect of the decree in a suit of nullity of marriage?

79. State briefly the grounds of defence to a suit for judicial separation?

80. On what grounds can the jurisdiction of the court in proceedings for divorce be objected to; and what is the mode of procedure for taking such objection?

#### BRISTOL LAW STUDENTS' DEBATING SOCIETY.

AN open-night meeting of this society was held in the Law Library, Small-street, on Tuesday, the 31st Oct. last, Thomas Parr, Esq., in the chair. There were sixteen members and several visitors present. The Chairman called upon Mr. Blake to open in the affirmative the following subject:—"That the policy of the present Government in relation to the Eastern question does not deserve the confidence of the nation." Mr. Cross led the negative side, and was supported by Mr. Carpenter; Mr. Jacques seconding the affirmative. The following members joined in the discussion: Messrs. Fenwick, Millard, Burford, Gaches, Doggett, and Daniell. The chairman put the motion, when the votes were, affirmative, 5; negative, 9; thus supporting the Government by a majority of four votes. The thanks of the meeting to Mr. Parr were then accorded, and this closed the evening.

#### Huddersfield Law Students' Society.

THE usual fortnightly meeting of this society took place on Monday evening last at the County Court, Queen-street, Mr. R. Welsh in the chair. There was a good attendance of members. The proposition under consideration was as follows: "That married women should, so far as regards their real and personal property, occupy the same legal status as *femes sole*." Mr. J. Priestley, solicitor, argued in support of the proposition, and Mr. James Yeoman in opposition to it. A lively discussion ensued, which was taken part in by most of the members present, the proposition being eventually carried in the affirmative by a majority of one.

#### HULL LAW STUDENTS' SOCIETY.

AN ordinary meeting of the society was held in the Law Library on Wednesday, the 1st Nov., J. D. Sibree, Esq., solicitor, in the chair. There were sixteen members present. Mr. Stephenson opened the affirmative side of the following point, viz.: "A releases a tiger belonging to B, which was securely confined on B's premises. The tiger kills C. Is B liable to C's representatives?" and was followed by Messrs. Hobson and Wilson. Mr. Lambert argued the case in the negative, and was supported by Messrs. Johnson, Babington, Winter, and Brown. The chairman having summed up, the question was put to the meeting,

and decided in the negative by a majority of six. A vote of thanks to the chairman terminated the proceedings.

Another ordinary meeting was held on Tuesday, 7th Nov. 1876, at six o'clock, Robert Pouch, Esq., solicitor, in the chair. Mr. Marshall opened in the affirmative side of the following point: "A sends an offer by post to B, to sell him certain goods; B accepts the offer, and puts the letter in a post. The letter is lost by the post-office, and A never receives it. A having sold the goods to C, can B sue A for a breach of contract?" Mr. Babington argued in the negative, and was followed by Mr. Sykes. Mr. Shaw then spoke in the affirmative, and Mr. Lambert for the negative. Messrs. Babington and Marshall having replied the chairman summed up, and put the question to the meeting, when the negative was declared carried by a majority of six. Thirteen members were present. A vote of thanks to the chairman brought the proceedings to a close.

#### MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A GENERAL meeting of this society was held a Tuesday last, at the Law Library, Cross-street Chambers. William Cecil Smyly, Esq., barrister-at-law, occupied the chair. There was a large attendance of honorary and ordinary members. Eleven new members, proposed by the secretary, were elected, after which the meeting proceeded to discuss the subject appointed for the evening's debate, which was as follows:—"A is the owner of the leasehold interest in a house, and by a codicil to his will, after reciting the lease under which he holds, bequeaths the house, and all its estate and interest therein, unto B, for all the residue of the said term of ninety-nine years. A subsequently purchases the freehold interest, and dies without having altered his will or codicil. Does B take any, and what interest?" (Will Act, 1 Vict. c. 26, ss. 23, 24; *Mathews v. Foulsham*, L. Rep. 2 Eq. 669; *Miles v. Miles*, L. Rep. 1 Eq. 462; *Douglas v. Douglas*, Kay, 400; *Carr v. Bennett*, L. Rep. 6 Eq. 422.)

Mr. W. Slater, in the absence of Mr. Jones, opened the discussion in the affirmative, and was followed by Mr. Hill in the negative. The above and numerous other cases were cited, and particular stress was laid on *Struthers v. Struthers* (5 W. R. 809); and *Emuss v. Smith* (2 De G. J. & Sm. 722), on the affirmative and negative respectively. Mr. A. Walmsley, in the absence of Mr. Wallis, supported the affirmative, and Mr. Atkins replied in the negative, basing his arguments mainly on the doctrine of merger and the recent Judicature Act. Mr. Casper supported the affirmative, contending that that view was the most reasonable construction of the intention of the testator. Mr. Lawson (an honorary member of the society) spoke in the negative, referring to numerous cases bearing on the point, amongst which were *Drunkwater v. Falconer* (2 Ves. 68, 625), *Patridge v. Patridge* (Ca. & Fal. 226), *Copp v. Fernyhough* (11 Brown's Rep.), and *Pier v. Harrison* (3 W. R. 612). Mr. Simpson, Mr. Hisk, Mr. Watts, and Mr. Millar also addressed the meeting, and Mr. Slater replied on all the arguments.

The chairman summed up in an able and concise manner, and said that the greatest difficulty which those who took a negative view of the question had to contend against, was undoubtedly the decision in *Struthers v. Struthers*; he did not think that *Mathews v. Foulsham* presented a great an obstacle in the way of the affirmative. The learned chairman concluded by instructing the meeting that they should affirmatively or negatively, as they thought the words, "and all his estate and interest," &c., were merely descriptive or a limitation of the estate of the testator. The result of the voting was as follows: That B took the freehold interest—affirmative, 12; negative, 8. That B took the leasehold interest—affirmative, none; negative, 20.

A vote of thanks to the chairman concluded the proceedings.

#### PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

THE fortnightly meeting of this society was held at the Athenæum, Plymouth, on Friday, the 3rd inst., the president (J. Shelly, Esq.) being in the chair, and a large number of ordinary members present. On the motion of the secretary three members were elected, making altogether nine ordinary members who have joined this society during the present session. The moot point for the evening was then discussed, "A bores a hole in B's cistern; the water contained in the cistern escapes and causes damage to C's property. Can C sue B for damages?" Mr. Helpman and Mr. Chubb spoke in the affirmative, and Mr. Fox and Mr. Gny in the negative. After a somewhat lengthy debate, on the summing up of the chairman the question was put to the vote and decided in the negative.

## SOUTHAMPTON LAW DEBATING SOCIETY

A MONTHLY meeting was held at 6, Portland-street, on Thursday evening, the 2nd inst., when there were present Mr. F. H. Candy, solicitor (chairman), Messrs. R. S. Pearce (town clerk), C. Lucas, H. D. M. Page, T. W. Flemming, Fowler, Mosely, C. H. Candy, A. W. Watts, C. E. Keele, A. W. Pearce, C. Lamport, &c. A new member having been elected, communications were read from barristers attending the Southampton Sessions, answering invitations to join the society, and from other societies. Mr. C. Lamport (articled clerk) opened the subject for debate, "Has an innkeeper a lien on a carriage brought to his hotel by a guest, for the board and lodging of the guest?" in the affirmative, and was supported by Mr. Page (solicitor); Mr. A. W. Pearce (articled clerk) and Mr. Flemming (solicitor) argued in the negative. The chairman having summed up, supporting the affirmative view of the question, it was put to the vote and decided in the affirmative by a majority of seven. A vote of thanks to the chairman terminated the proceedings. The next meeting will be held on Thursday, 7th Dec. 1876, when the following will be the subject for debate: "A. is the owner of the leasehold interest in a house, and by a codicil to his will, after reciting the lease under which he holds, bequeaths the house 'and all his estate and interest therein, unto B., for all the residue of the said term of ninety-nine years.' A. subsequently purchases the freehold interest and dies without having altered his will or codicil; does B. take any, and what interest?"

## UNITED LAW STUDENTS' SOCIETY.

The weekly meeting of this society was held at Clement's Inn Hall, Strand, on Wednesday evening, the 8th Nov. 1876, Mr. E. C. Rawlings in the chair. Mr. W. Dowson opened the subject for the evening's debate, viz., "That voluntary schools should not receive any support from the State." The motion gave rise to a very animated debate, and was ultimately lost by a majority of ten votes. Twenty-eight members were present. At the meeting next week the following is the subject appointed for discussion: "That the present system of election of members of Parliament does not secure a true representation of the opinions of the electors, and is therefore unsatisfactory." To be supported by Messrs. N. M. Roche and R. S. Jackson; to be opposed by Messrs. J. W. Browett and J. Joseph.

## QUESTIONS.

INTERMEDIATE EXAMINATION.—I was articled on the 23rd Feb., 1876. When can I present myself for examination? E. G.

[If articled for five years, in November, 1878.—ED. STUDS. DEPT.]

—I was articled Oct. 13, 1875, for five years; which is the earliest day I can present myself for my intermediate examination? QUERCUS-LABRUCUS.

[Probably April 1878, the days for which year are not yet fixed.—ED. STUDS. DEPT.]

ASSIGNMENT OF ARTICLES.—Does the bankruptcy of a principal (solicitor) entitle articled clerk to an assignment of articles without consent of such principal? MUCH OBLIGED.

[See section 5 of 6 & 7 Vict. c. 73. You must apply to the Queen's Bench for an order allowing assignments upon terms.—ED. STUDS. DEPT.]

FINAL EXAMINATION.—I have given notice for the Final Examination in January next. Can I also be admitted in that month? My articles expire on the 16th Jan. AN ARTICLED CLERK.

[Provided you are 21, and that your articles will have expired on the day appointed for admission, you can be so admitted.—ED. STUDS. DEPT.]

## MAGISTRATES' LAW.

## NOTES ON NEW DECISIONS.

STATUTE 3 GEO. 4, c. 58, s. 42.—MEANING OF THE WORD "TOWN."—By 3 Geo. 4, c. 58, s. 42, any person who sells fish within the town of Rochdale, except in the market place (unless such sale take place from a shop or dwelling house), is liable to a penalty not exceeding £25. The respondent sold four herrings in an open street, not in the market place; the street was a main thoroughfare with houses on both sides, in a populous part of the ancient municipal borough of Rochdale, and there was a continuous line of buildings from the market place to the street where the sale took place. When the Act was passed the street in question was not made, and the site of it was in fact green fields. There was no definition in the Act of the meaning of the expression "town of Rochdale." The justices refused to convict, being of opinion that the words "town of Rochdale" were limited to the town as it then existed, but stated a case for the opinion of the court. Held, that the justices were wrong in refusing to convict, inasmuch as the

section was intended to apply to all parts of what might be fairly termed the town of Rochdale, whether in existence at the time of the passing of the Act or not: (*Collier v. North*, 35 L. T. Rep. N. S. 345. Div. App.)

TRAMWAY REPAIRS.—LEVEL.—REPAIR OF ROAD.—SUPERINTENDENCE OF ROAD AUTHORITY.—33 & 34 VICT. c. 78.—The plaintiffs, as the road authority under the Tramways Act 1870, claimed against the defendants the expenses of superintending their opening and breaking up of roads under sect. 26, for the maintenance and renewal of their tramway. Held, that so far as the defendants merely raised the sleepers and rails to the level of the road, or raised the stone packing of the road to the level of the surface of the rails, they were maintaining and keeping the road in good condition and repair, under sect. 28, and were not liable to the superintendence of the road authority under sect. 26: (*St. Luke's Vestry v. North Metropolitan Tramways Company, Limited*, 35 L. T. Rep. N. S. 329. Q. B. Div.)

## THE 34TH SECTION OF "THE DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876."

(39 & 40 VICT. c. 61).

THE 34th section of "The Divided Parishes and Poor Law Amendment Act 1876" (39 & 40 Vict. c. 61), which enacts that "Where any person shall have resided for the term of three years in any parish in such manner and under such circumstances in each of such years as would, in accordance with the several statutes render him irremovable, he shall be deemed to be settled therein until he shall acquire a settlement in some other parish, by a like residence or otherwise," has given rise to much doubt as to its operation in certain cases. It will be remembered that by the 9 & 10 Vict. c. 61, s. 1, a status of irremovability was conferred upon a pauper who at the time of his chargeability had resided in the parish for five years next before the application for a warrant of removal; and also that by the 24 & 25 Vict. c. 55, s. 1, three years were substituted for five years, and that by the 28 & 29 Vict. c. 79, s. 8, the period of residence was reduced to one year. These provisions in no way affected the settlement of the pauper; they dealt alone with his removability, and those, therefore, who had to derive their settlement through him, would still have had to have sought out the original parish, irrespective of the status of irremovability which these enactments conferred.

The recent statute, however, has changed irremovability arising from residence (if for three years) into a settlement; and thus a pauper who, under the 24 & 25 Vict. c. 79, s. 1, would have been irremovable simply on the ground of a three years' residence, now becomes irremovable by virtue of a settlement gained by such residence; and thus all those who have a derivative settlement through him will have a similarly new settlement by virtue of such residence.

A question, however, has arisen as to whether or not a three years' residence confers an abiding settlement after the pauper has ceased to reside in the parish or union? And the case has been thus put: A., a pauper, has a birth settlement in a parish in the union of L.; he has subsequently continuously for three years resided in a parish in the union of M.; he afterwards leaves such union and resides for a period, short of a year, in a parish in the union of N., where he becomes chargeable. To which union is he removable? To the union of his birth settlement, or to that of his three years' residence? It is said on the one hand, that having removed from the union of his three years' residence he has lost his settlement, since by a break of residence he would, under the old law, have lost his status of irremovability, and that the new law was only intended to turn irremovability into settlement, and that if the one ceases, the other is extinguished. On the other hand, it is urged that such a construction would be to deprive the statute of its obvious effect, which is to give a permanent instead of a temporary right of irremovability in the parish of residence, and would greatly complicate inquiries with reference to a derivative settlement by rendering it necessary to prove whether or not the parent resided in the parish at the time of his death. Independently of which, the words of the section, "that when any person shall have resided for the term of three years in any parish in such manner and under such circumstances in each of such years as would, in accordance with the several statutes, render him irremovable, he shall be deemed to be settled therein until he shall acquire a settlement in some other parish by a like residence or otherwise," appear to point somewhat conclusively to the enduring nature of a settlement so acquired, and to its permanency until some other settlement has been acquired. We certainly acquiesce in the latter view. If the Legislature had intended that the settlement should endure so long

alone as the residence continued, it would surely have used words clearly to have expressed that intention, and instead of the words "shall be deemed to be settled therein until he shall acquire a settlement in some other parish," the words would have been "so long as he shall continue to reside therein."

We take it then, that in the case we have put, the pauper A. would not be removable to the parish of his birth settlement in the union of L., but to the parish of his three years' residence in the union of M. No judicial decision has as yet been pronounced upon the question, but we are aware that much diversity of opinion exists amongst parish and union officers with reference to it. Henceforth this new settlement will be the most common of any, for it will rarely occur that any pauper advanced in age will be found who at some period of his life has not resided without a break of residence for three years continuously in the same union. The question must necessarily, therefore, soon present itself for judicial solution. We cannot conclude without adverting to the additional onerous duties which this new law of settlement will throw upon parish officers. Hitherto (from the repeal of most other settlements) that of birth is the settlement most commonly established. Now, however, parish officers will have to run over the whole course of a pauper's existence to ascertain whether during some three years of his life he has not resided without a break in some particular union. Much, therefore, as the object of this new settlement is to be commended, we foresee a vast amount of trouble and litigation is likely to spring out of it.

## LICENSING LAWS.

MR. BROOKE SMITH, a Justice of the Peace for Gloucestershire, has published the following remarks on the discretion of licensing justices as to the grant, renewal, and transfer of beerhouse certificates:—

There can be no reasonable doubt that the destructive and crime creating habit, which is now so widely diffusing its baneful and demoralising influence over the country, is attributable in a very great degree to the facilities with which beer is supplied to the working classes by beerhouses, whether for consumption on or off the premises, the number of which has latterly increased to an unnecessary and unreasonable extent.

It has often been said that the magistrates ought to restrict the number of beerhouses, and refuse to create, renew, or transfer them in any case in which they are not required for the supply of the neighbourhood. But this charge is only made in ignorance of the law; the power of justices in those respects having been materially restricted by certain provisions of the Wine and Beerhouses Act 1869 and 1870.

By the original Beerhouse Act (1 Will. 4, c. 64, s. 2), licences for beer might be granted by the Excise at any time; such licences were confined to the particular person and house specified therein; they were to last for one year from the date and no longer, when (sect. 7) they might be renewed, by taking out a "fresh licence before the expiration of any former licence, and so from year to year."

There was no such thing as a transfer of such licence; because on every change of occupancy the old licence was cancelled and a new one issued by the Excise under that Act.

By 4 & 5 Will. 4, c. 85, s. 1, no licence for the sale of beer to be consumed on the premises was to be granted except upon a certificate of good character signed by six inhabitants and confirmed by an overseer, according to sect. 9. This was the origin of the present certificates.

The foregoing enactments were mere fiscal regulations; and, so far, the justices had nothing whatever to do with the grant, renewal, or transfer of beerhouse licences.

By the Beerhouse Act 1869 (sect. 4), no licence or renewal of a licence is to be granted (by the Excise) "except upon the production and in pursuance of the authority of a certificate granted under this Act; and any licence granted or renewed in contravention of this enactment shall be void."

By sect. 5 such certificates are to be granted by justices "at the general annual licensing meeting, held in pursuance of 9 Geo. 4, c. 61 (sect. 1), or at an adjournment thereof; and the substance of the certificate is stated in sect. 6, namely, it must specify the name and address of the party, the description of licence, and whether it be for consumption on or off the premises, and the situation of the house to be licensed."

By sect. 8, all the provisions of 9 Geo. 4, as to grants of licences at general annual licensing meetings, and as to appeal from any act of any justice, were made applicable to certificates under that Act. With the qualification that no application for a certificate to sell beer, &c., not to be consumed on the premises, should be refused, except upon one or more of the four following grounds, viz.:



First.—That the applicant has failed to produce satisfactory evidence of good character.

Secondly.—That the house or shop in respect of which a licence is sought, or any adjacent house or shop owned or occupied by the person applying for a licence, is of a disorderly character, or frequented by thieves, prostitutes, or persons of bad character.

Thirdly.—That the applicant has been previously adjudged disqualified.

Fourthly.—That the applicant, or the house in respect of which he applies, is not duly qualified as by law is required.

And by sect. 19 of that Act, and sect. 7 of the Act of 1870 (combined) it is provided that where, on 1st May 1869, an excise licence was in force, and has been renewed from time to time (whether held by the same person or not), with respect to any house for the sale of beer, &c., to be consumed on the premises, it shall not be lawful for the justices to refuse an application for a certificate except upon one or more of the four grounds specified in sect. 8, as above set forth.

It will be observed that as regards the Beerhouse Acts, "licences" and "certificates" are totally separate and distinct, the former applying to the excise only, and the latter to the justices only.

Prior to the very recent case of *Reg. v. Birmingham JJ.* (40 J. P. 132, 19th Feb. 1876), it was generally, if not universally, considered that the justices were "bound hand and foot" by the restrictions contained in the Acts of 1869 and 1870, as above mentioned; and they have acted accordingly. But the decision in the above case has loosened those bonds, and shown that even in cases that are strictly within the provisions of the last mentioned enactments justices are not bound to renew the certificate of a person who has been heavily fined for a breach of the licensing laws. It was contended by the licensee that the justices had no discretion, because the fact of his having been fined did not affect his character. But the Court of Queen's Bench held otherwise; and, on an application for leave to appeal from that decision, the Lord Chief Baron, in delivering the unanimous judgment of the Court of Appeal, said that under the circumstances the justices not only had the power to refuse the certificate, "but would have abandoned their duty if they had hesitated for a single moment to deprive the man (the appellant) of his licence." And the application for a mandamus was refused with costs.

That judgment is of the greatest importance. It is too long for insertion here; but the substance is as follows: Every licensee who applies for a renewal after having been convicted in anything more than a nominal penalty ought to be prepared with satisfactory evidence of good character; and in default thereof it is the duty of the justices to refuse the application.

Of course the above judgment only concluded the matter then before the court; but the principles on which it is founded seem to open out a wide field for the exercise of the large and, as will be shown hereafter, uncontrollable discretion which (in all other cases) is given to the licensing justices with regard to the grant, renewal, and transfer of beerhouse certificates.

It will probably be found in many cases of an application for a certificate that either the applicant has been fined in that or some other house, or has conducted that or some other house in a very bad and unsatisfactory manner, or that the applicant or the house is not duly qualified as by law is required.

It is for the justices, after having heard the application, and the evidence produced in support of or against it, to determine whether the good character and due qualification of the applicant and the house are established to their satisfaction.

If the justices refuse to hear the application or the evidence in support of it, they may be compelled to do so by *mandamus*. But it is apprehended that no court has any power to alter or review, or to compel the justices to alter or review, any question of fact, or any conclusions which the justices may have formed from the facts submitted to and considered by them, either under the Special Case Act (20 & 21 Vict. c. 43) or otherwise.

Every application to justices for a certificate (whether new, renewal, or transfer), is, in fact, an application for the grant of such certificate; and the only remedy that an applicant ever had against the refusal by justices to make such grant was by appeal to quarter sessions, under the provisions of sect. 27 of 9 Geo. 4 (1828). But it is apprehended that at the present time there is no such appeal. There is no reported judgment to that effect; and there are cases in which it has been assumed (without consideration) that such right of appeal existed; and there can be no doubt that it was created, at least with regard to new certificates and "renewals," by the incorporation of the provisions of 9 Geo. 4, in and by sect. 8 of 1869. The Act of 1870 was wholly and absolutely repealed by the Act of 1871; and it is so treated in the 18th edit. of Stone's

Justices' Manual, by Kennett (1876), p. 266, in which the words "and as to appeal from any act of any justice," are omitted from sect. 8 of 1869, with a note stating "The appeal is taken away by 37 & 39 Vict. c. 49 (1874) s. 27. No doubt the wording of that enactment is open to some criticism, but the only meaning that can reasonably be given to it is that above stated.

The only enactment which gives such right of appeal (sect. 27 of 9 Geo. 4) applies to alehouse licences only.

By sect. 8 of the Act of 1869, that enactment was made to apply to beerhouse certificates, the effect being, according to *R. v. Southport JJ.* (37, J. P. 214), that the words of sect. 27 of the Act of 1828 were imported into the Act of 1869, as a new and independent enactment, which was not affected by the repeal of sect. 27 of 1828 in schedule 2 of the Act of 1872. Thus sect. 8 of 1869 was made to say (*inter alia*), "Any person who shall think himself aggrieved by any act of any justice done in or concerning the execution of this Act may appeal against such act to the next general or quarter sessions of the peace, &c." And it may be conceded that under that provision an appeal might have been made to quarter sessions against the refusal of justices not only to grant or renew, but also to transfer, a beerhouse certificate; because by the 9th section of that Act justices in petty sessions were authorised to transfer such certificates. But that 9th section was repealed by sect. 4 of the Act of 1870, and by that same section an entirely different and new arrangement was made for the transfer of beerhouse certificates (by justices in special sessions) by the incorporation of certain specific provisions of 1828 relating to the transfer of alehouse licences, which incorporation, of course, had a similar effect to the incorporation contained in 1869 as above stated. The Act of 1870 is not made one with that of 1869. Therefore transfers of certificates are made under 1870, and not under 1869, and the refusal to transfer a certificate is not an act of a justice done "in or concerning the execution of the Act of 1869," and consequently is not within the terms of the right of appeal as given by that Act. There is no other enactment which can possibly be held to state or imply that any such right of appeal as regards transfers of certificates did, or was intended or supposed to exist after the passing of the Act of 1870; on the contrary, sub-sect. 4 of sect. 4 of that Act declares that "it shall be in the discretion of the justices to whom an application for a transfer is made, either to allow or refuse the application, or to adjourn the consideration thereof;" and it is expressly subject to that provision, that the particular enactments in 1828 relating to transfers of alehouse licences are made applicable to beerhouse certificates.

Now, the justices to whom an application for a transfer of a certificate is made, would under the incorporated provisions of 1828, have had a full and absolute discretion in the matter, subject to appeal to quarter sessions, without the declaration contained in sub-sect. 4, as above stated; and, therefore, that sub-section was wholly useless and inoperative, except as expressing the intention of the Legislature, that the discretion thereby given was not liable to be controlled by quarter sessions or otherwise; and this is confirmed by sub-sect. 5 being made subject to sub-sect. 4, and by the discretion being expressly given to the justices to whom the application is made (which would necessarily be so), and to no others.

The result of the foregoing observations is that, from and after the Act of 1870 there never has been any right of appeal to quarter sessions against the refusal of justices to transfer a beerhouse certificate.

As to new certificates, sect. 27 of the Act of 1874 is express and conclusive, so that the only remaining question is as to renewals.

As before observed, any such appeal must depend entirely upon the incorporation or application of sect. 27 of 1828, in sect. 8 of 1869, and the repeal of that incorporation and application by sect. 27 of 1874, the obvious effect of which repeal was to strike the words "and as to appeal from any act of any justice" out of sect. 8 of 1869.

It is, however, said, and upon the authority of gentlemen "learned in the law," that as sect. 27 of the Act of 1828 was not wholly repealed by the Act of 1872, but with an exception reserving or saving the right of appeal as regards "renewals of licences" and "transfers of licences," the words of sect. 27 of the Act of 1874 must be taken as also reserving or saving the right of appeal as regards the renewal and transfer of certificates. But there does not seem to be the least foundation in law, grammar, or common sense, for this contention.

The Act of 1828, as before observed, applied to alehouses, and to nothing else; and, of course, the 27th section of that Act did the same. If that section, nay, if the whole Act, had been absolutely repealed by the Act of 1872, without any exception whatever, it would not have affected beerhouse certificates, because the grant, renewal and

transfer of those certificates are not made under the Act of 1828, but under the Acts of 1869 and 1870 respectively: (*R. v. Southport, JJ.*).

But it is said sect. 27 of 1874 only repeals so much of sect. 8 of 1869 "as incorporates or applies any repealed enactment." It does not say "as much as incorporated or applied sect. 27 of 1828," as it might have done; and therefore, as before, it does not take away the right of appeal as regards renewals or transfers of certificates, which (as it is said) are included in the exception of renewals and transfers of licences, which again is altogether without any substantial foundation.

The Act of 1872 absolutely repeals the whole of sect. 27 of 1828 except as therein excepted. It is an unquestionable rule that no exception can apply to or include anything *dehors* the matter out of which the exception is made. Sect. 27 of 1828 applied to alehouses only—therefore the exception applied to alehouses only, and must be read as follows: "Except in so far as the three last-mentioned sections relate to the renewal of alehouse licences, or to the transfer of alehouse licences under sects. 4 and 14 of the same Act" (1828). The words of the exception clearly show that nothing else was intended! If those words had been confined to "renewals or transfers of licences," there might have been some exceedingly slight and rotten ground to contend that "licences" included "certificates;" but the particular reference to sects. 4 and 14 of the Act of 1828 shows that the exception was intended to apply to alehouses only, and had no relation whatever to beerhouse certificates.

Thus the repeal of sect. 27 of 1828 by the Act of 1872 was absolute and entire, except as regards something that had no reference to beerhouse certificates; and consequently *quoad* those certificates it was absolute and entire; and the effect of sect. 27 of 1874 was to make the incorporation and application of sect. 27 of 1828 in sect. 8 of 1869 as if it had never been.

But it is also said that sect. 27 of 1874 was only passed to meet the judgment in *Reg. v. Southport*, which applied only to new certificates, and that this is shown by the concluding words of the section, viz., there shall be no appeal as regards new certificates.

No doubt the draughtsman had the above case in his mind. But the principle on which it was founded applied equally to renewals as to new certificates; and there seems to be no reason why both should not have been intended to be included, as they certainly are, in the first portion of the clause! The draughtsman (or perhaps some legislator) thought "to make assurance doubly sure," and therefore added the latter part of the section, forgetting all about renewals. However this may be, it is considered that the latter part of the section may be rejected as surplusage, being clearly included in the former, which it does not confine or restrict.

The result is apprehended to be that the right of appeal as regards new certificates and renewals was taken away by sect. 27 of 1874, and that no such right as regards transfers of certificates existed after the Act of 1870.

Under these circumstances it is for the Licensing Justices, on every application for a certificate, to consider and determine whether the good character of the applicant, either as regards his conduct as a man or a licensee, and the due qualification of himself and the house, have been proved to the satisfaction of the justices; and if not, they ought to refuse the application. Suppose, for example, there is an applicant for a certificate (either new, renewal, or transfer) in respect of house A; and it is proved or known to the justices that in the preceding year he had been convicted of a breach of the Licensing Act in respect of house B; that fact alone is sufficient to justify the justices in refusing him a certificate for house A; and there are other circumstances which would have the same effect.

If the foregoing observations be well considered and noted upon, the probability is that a great number of the present beerhouses will be gradually closed—"a consummation devoutly to be wished." It may be that this will in some cases create a hardship on innocent owners or landlords, if such there be, but the number of those cases will be found to be infinitesimally small; and where they really exist the justices would be able to grant an exemption.

If the Legislature be really desirous to effect one of the objects mentioned in the preamble to the Act of 1872, namely, "the better prevention of drunkenness," the first thing they should do is to abolish the restrictions created by sects. 8 and 19 of 1869 and sect. 7 of 1870, and give the Licensing Justices full, unfettered, and unquestionable authority to refuse applications for beerhouse certificates in any and every case in which they may consider them to be unnecessary, uncalled for, or inexpedient; a provision (it is believed) that would have more effect in bringing about the above object than any other that has been suggested.

## BATH CITY POLICE COURT.

Wednesday, Nov. 1.

Before Mr. VIGNE (in the chair), Admiral VON DONOP, and Messrs. HAMMOND and MILSOM.)

Offering for sale unwholesome meat—Public Health Act 1875.

JOSEPH ALEXANDER, butcher, of 3, Kingsmead-street, was summoned at the instance of the Urban Sanitary Authority for having, on the 19th Oct., in the registered slaughter-house of James Weeks, No. 4, two sides of beef, then belonging to him, which were there deposited for the purpose of sale, and were found unsound and unfit for the food of man.

Moger represented the authority.

J. H. Dyer appeared for the defendant.

Moger, in stating the case, said Mr. Montagu, the inspector of nuisances, on the day in question visited the slaughter-house of James Weeks, in Peter-street, and there found two sides of beef hanging. He examined them, and, in his opinion, they were unwholesome and unfit for food. Having received information as to whom the meat belonged, he sent for the defendant, who came to the premises, and after looking at the meat, said it was as sound as any bullock in Bath. The inspector then said that, notwithstanding the statement of the defendant, he should seize the meat and deal with it as the statute of the Act directed, as he considered it unfit for food. The medical officer of health (Dr. Brabazon) was sent for, but but was unable to attend at the time, and the meat was inspected at first by Mr. H. C. Hopkins, surgeon, who pronounced it to be unwholesome and unfit for food. During the time that elapsed before the attendance of Mr. Hopkins, the inspector wished to have the meat put on a truck to be removed to the municipal offices, so as to be dealt with according to the Act, when the defendant begged him not to meddle with it until it had been examined by the medical man, and still persisted that the meat was perfectly good, wholesome, and fit for food. After Mr. Hopkins had given his opinion, however, the defendant altered his statement, and admitted that the meat was unsound, and never ought to have been purchased by him. It was then put upon a truck and conveyed to the Municipal Offices, where it was again inspected by Mr. Hopkins and by Mr. Hammond, one of the city Justices, and ultimately ordered to be destroyed. It was taken to the gas works and burnt. In the course of conversation with the inspector, the defendant stated, in the presence of several witnesses, that he had purchased the animal from a dairyman of Colerne, of the name of Geo. Cook, and that he gave £3 15s. for it. It was very clear that an animal of full size purchased for that money, when the proper market price would be £20 or £25, must inevitably be diseased or not fit to be slaughtered for the food of man, and under the circumstances he should ask them to convict the defendant under the 117th section of the Public Health Act 1875. He (Mr. Moger) had not thought it right to fortify himself with any trade evidence, because the facts he should endeavour to prove could not be displaced if fifty witnesses of that character were called. If they stated otherwise it would only tend to show that all those fifty butchers ought to be brought before the justices and dealt with under that section of the Act, as the inspector of nuisances, who is a man of considerable experience in these matters, without any hesitation whatever condemned the meat, as also did Mr. Hopkins, and subsequently Dr. Brabazon, the medical officer of health, who had been an army surgeon, and had had great experience in examining meat for consumption by soldiers. Further, Mr. Hammond had expressed himself as fully convinced that the meat was unwholesome. In the face of such evidence as that he did not think any trade evidence could be of avail.

Moger was then about to call evidence, when

Dyer asked who laid the information?

Moger replied he did not think it necessary that should be produced.

Dyer said these proceedings appeared to be instituted by Mr. Montagu, and under the 259th section, he being an officer other than the clerk of the Authority, he must be authorised by resolution to proceed.

Mr. Payne said he thought Mr. Dyer was right.

Moger then put in the resolution of the Sanitary Committee, which was signed by Mr. J. Taylor, as chairman. It was read by Mr. Payne, and authorised the taking of the proceedings.

Dyer further said there appeared to be no evidence as to whether the committee were duly appointed. He did not certainly know how the matter might terminate, but at that time he did not understand the committee were ordered to prosecute. Was it a prosecution by the Authority as a body, or by the committee?

Moger said the 116th section gave the justices

power to convict and fine the defendant. It was not absolutely necessary to go before the committee; it was a mere regulation on their part that before proceedings were taken a meeting should be held, and a resolution ordering the prosecution, or otherwise, passed. Mr. Montagu, as the inspector of nuisances, might have proceeded with the prosecution himself, without orders from the committee.

Dyer replied, that did not meet his argument. What he argued was that that was a prosecution by the Sanitary Authority, and under the 259th section of the Act, they were called upon, before proceedings were taken by any one but the clerk, to pass a resolution empowering some other person to do so, and that resolution must be proved.

Mr. Watts, from the Town Clerk's office, then produced the minute book of the proceedings of the council, which stated that the committee had the control of the whole of the sanitary matters connected with the city, and amongst those was enumerated that of unwholesome food.

Dyer said upon that resolution there was nothing whatever to justify this prosecution. The committee might have seized the meat, but they could not prosecute. There was no authority for Mr. Montagu to take these proceedings. He must be authorised either to take all prosecutions or to take that one in particular.

Moger said it appeared to him there was ample authority. It was quite right for him to take every objection he could, but no other evidence could possibly be produced. To stop the case upon such a technical point he thought was very objectionable.

Dyer then stated that if the case proceeded he should continue to make similar objections; he has a whole host of them behind.

Moger said, if such delays were occasioned they might have all Bath poisoned in the meanwhile.

Mr. Payne replied that such need not be the case, the committee could go on seizing meat that was unwholesome.

Moger said, as the question was one of such importance he should ask for a case. He could not possibly let it pass without having it set right.

After some further conversation the Chairman said it appeared to the Bench that there was no authority shown for the institution of the present proceedings, and the summons must be dismissed.

Under these circumstances the summons against Mr. Weeks was not proceeded with.

## REAL PROPERTY AND CONVEYANCING.

## NOTES OF NEW DECISIONS.

**WILL—LEGACIES—CHARGE ON REAL ESTATE—RESIDUE—TRUST FOR CONVERSION—MIXED FUND.**—A testatrix directed her debts and legacies to be paid by her executors. She devised and bequeathed the residue of her real and personal estate to trustees, who were to sell and convert and hold the proceeds upon the trusts of the will. The trustees and executors were not the same persons. The personal estate was insufficient for the payment of debts and legacies. Held, that the legacies equally with the debts were charged on the real estate notwithstanding that they were directed to be paid by the executors who were different persons from the trustees: (*Brooke v. Rooke*, 35 L. T. Rep. N. S. 301. Chan. Div.)

**SETTLEMENT.**—By a settlement made in 1862 certain property, subject to a prior mortgage, was settled upon A. in fee, with a contingent charge in favour of B. upon his attaining twenty-one: Held, that A., during his life, and his estate after his death, was bound to keep down the interest on the mortgage, so that the property might remain a security intact for the benefit of B.: (*Butcher v. Simmonds*, 35 L. T. Rep. N. S. 304. Chan. Div.)

**WILL—ANNUITY CHARGED ON THE CORPUS OF PERSONAL ESTATE—ARREARS OF—INTEREST.**—An annuitant under a will of personal estate is not entitled to interest on the arrears of his annuity, whether the annuity be charged on corpus or income: (*Wheatly v. Davies*, 35 L. T. Rep. N. S. 306. Chan. Div.)

**CHARITABLE BEQUEST—PURE OR IMPURE PERSONALTY—DEBENTURE OF WATERWORKS COMPANY.**—Debenture of a waterworks company held to be pure personalty: (*Holdswoth v. Davenport*, 35 L. T. Rep. N. S. 319. V. C. M.)

**ADJOINING LANDOWNERS—LIABILITY FOR SUPPORT.**—Defendant contracted with a builder to rebuild his house, the latter agreeing to take upon himself the risk and responsibility of shoring and supporting, as far as might be necessary, the adjoining buildings affected by this alteration during the progress of the works, and to make good any damage which might be sustained by

the said buildings during the progress or in consequence of the said works contracted for, and to satisfy any claims for compensation arising therefrom which might be substantiated. In consequence of the insufficiency of the contractor's shoring, the adjoining land of the plaintiff, which was supported by the defendant's land, became injured, and this action was brought to recover damages. Held, that the defendant was liable: (*Jones v. Pratt*, 35 L. T. Rep. N. S. 321. Q. B.)

**BILL OF SALE—AFFIDAVIT FILED ON REGISTRATION—DESCRIPTION IN OF "EVERY ATTESTING WITNESS."**—The goods of an execution debtor which were assigned by him to the plaintiff by a bill of sale, were left in the house of which the grantor was in the sole occupation, under an arrangement between him and the grantee that he should reside there and manage a business as servant of the grantee (the plaintiff), at a weekly salary, with the use and enjoyment of the said goods. The bill of sale was insufficiently registered, by reason of the omission in the affidavits of the description of one of the two attesting witnesses. The goods having been seized by the defendants under an execution issued against the grantor, it was held, making absolute a rule to enter the verdict for the defendants: first, that the bill of sale being attested by two witnesses, the registration of it was invalid by reason of the affidavit filed with the copy of the bill of sale containing the description of only one of such witnesses; and, secondly, that the goods were in the apparent possession of the grantor, the execution debtor, and that as the bill of sale was invalid by reason of its insufficient registration, the grantee (the plaintiff) could not claim the goods under it, as against the defendants, the execution creditors: (*Pickard v. Marriage and another*, 35 L. T. Rep. N. S. 343. Ex. Div.)

## COMPANY LAW.

## NOTES OF NEW DECISIONS.

**SYNDICATE—PURCHASE AND RE-SALE TO COMPANY AT AN INCREASED PRICE BY PROMOTERS—FIDUCIARY RELATION—MISREPRESENTATION IN PROSPECTUS.**—A company being in process of winding-up under the court, its property, which consisted of the lease of an island containing phosphate of lime, was, on the 30th Aug. 1871, bought in chambers by E., the trustee for a syndicate, for £55,000. The contract was confirmed by the judge on the 15th Sept. On the 20th Sept., the syndicate agreed to sell the same property to P., the trustee for the plaintiff company, for £110,000. The company was registered the same day, and the contract was adopted by the company at the first meeting of the directors on the 29th Sept. The company entered into possession on the 21st Oct. 1871. There were five directors, all of whom were appointed by or through the principal member of the syndicate. Two of the directors were not in England when the company was formed, and took no part in the purchase or adoption by the company of the contract. A third was E., the trustee for the syndicate; a fourth, M., received his qualification shares from the principal member of the syndicate; the fifth, D., only was competent to act independently in confirming the contract. The articles provided that three directors should be a quorum, and the three directors who confirmed the contract on the 29th Sept. were E., M., and D. The principal member of the syndicate had, as early as the 12th Sept., begun negotiations with two of the directors with a view to forming a company. Held, that the syndicate had purchased the property from the 30th Aug., and were then at liberty to sell at what price they pleased. That the company could not hold the syndicate to be trustees for them of the increase of the purchase-money on the re-sale to the company. That the syndicate were not promoters of or in a fiduciary relation towards the company. That the confirmation of the contract on the 29th Sept. by the quorum of three was valid, and that the company could not set aside the purchase on the ground that E., being trustee for the syndicate, and also a director of the company, was both vendor and purchaser. The prospectus, founded on the report of the liquidator of the old company, contained misstatements as to the workings on the island, which made the workings appear more valuable than they were, and it appeared from the prospectus as if the survey had been made for the purposes of the company, whereas it had been made several years before, and the island had been since worked. It appeared, however, that there was still more phosphate on the island than could be worked out during the lease. Held, that there was no case for setting aside the contract on the ground of misrepresentation in the prospectus: (*New Sombro Phosphate Company v. Erlanger*, 35 L. T. Rep. N. S. 309. V. C. M.)

## COUNTY COURTS.

## HALIFAX COUNTY COURT.

(Before Serjt. ATKINSON, Judge.)

LEE v. HOWARTH.

*Interpleader—Bill of sale—Judgment creditor—Priority.*

HIS HONOUR gave judgment in this interpleader issue, which has been raised to try the question whether Messrs. Lancaster and Wright—who had paid out the holder of a bill of sale, without having registered their interest—or the plaintiffs, in certain actions, who had obtained judgments in the County Court, were entitled to be first satisfied. He said: This is a case which raises a very important question, on which, so far as I know, there has been no express decision. The facts are briefly as follows: On the 24th April, 1875, Thomas Howarth granted to Godfrey Rhodes, to secure £200, a bill of sale of all his furniture and effects, &c., specified in the schedule annexed thereto. This bill of sale was duly registered on the 15th May 1875. On the 21st Aug. 1875, one Sydney Evershed entered up judgment against the said Thomas Howarth for the sum of £21 3s., and issued execution on the same day for that amount. On the 19th Nov. 1875, Alfred Lee, another creditor of Thomas Howarth, issued execution against the said Thomas Howarth, for the sum of £7 2s. 9d. On the 15th April 1876, Messrs. Lancaster and Wright paid to Godfrey Rhodes the sum of £207 9s., in satisfaction of his claim for principal, interest, and accounts, under his bill of sale. This it is alleged by Messrs. Lancaster and Wright was on an agreement by the grantee to transfer to them his securities, and that the said grantee should stand possessed of the same in trust for Messrs. Lancaster and Wright. Whether in fact such agreement was entered into or not the legal consequences of what had been done were the same. The goods specified in the schedule were seized by the officer (after payment off of Rhodes's debt), under both the executions. Messrs. Lancaster and Wright registered their security, on what day does not appear, but it was more than twenty-one days after the right accrued, by payment off of G. Rhodes's claim. The levy was made May 1st 1876. The question then arises whether, by neglecting to register the equitable interest they acquired by such payment within twenty-one days from its acquisition, as required by sect. 1 of the 17 & 18 Vict. c. 36, as to bills of sale, their right is postponed to that of the execution creditors. It is obvious their security is not within the terms of the statute, because by sect. 1 the security is to be registered within twenty-one days "after making or giving such bill of sale." In the present case no instrument of any kind was made or given, and the only right which Messrs. Lancaster and Wright acquired on the 15th April 1875, was the equitable right to call upon the mortgagee who had accepted payment of his debt to assign the security to them. The position of the parties on the 15th April 1876 was, I apprehend, this:—That Messrs. Lancaster and Wright were entitled to an assignment from the grantee, and that until such assignment were executed the grantee Rhodes, upon a principle well established in equity, was a trustee for them. That a trust may exist of this species of property is plain from the language of the statute, which in section one enacts that every bill of sale of personal chattels made either absolutely or conditionally or subject or not subject to any trusts shall be registered." The point to be determined on, on which the right of the assignee of the original grantee depends, is whether a person who has acquired the right to call for an assignment from the original grantee, is bound before such assignment is actually made to register. In my opinion he is not. The Act clearly contemplates trusts of bills of sale, but if the *cestui que trust* is bound forthwith to take an assignment that would of course substitute for the trust a legal interest and determine the trust. In my opinion it was not the intention of the Legislature to interfere with trusts of bills of sale, except so far as that class referred to in the second section, to which I will refer presently. The case of *Edwards v. Edwards* was cited, as showing that equitable securities are within the Act; but that case does not appear to me to govern this case. In *Edwards v. Edwards* the only instrument that had been executed was a deed which charged the chattels with the debt, and gave authority to the creditor in a certain event to require an assignment of the goods. At law, the ownership of the goods was in the debtor, and the court held that to give the creditor protection the instrument required registration. In the present case the legal ownership of the goods was not in the debtor, but in a stranger, and it makes no difference in my opinion, that such trustee was a stranger. Any other construction would be inconsistent with the provisions of the second section only to all trusts

—prevent the subsistence of any trust for a longer period than twenty-one days, inasmuch as on such a construction the title of the *cestui que trust* must appear on the register. It is true that the second section of the Act would appear to require the title of the *cestui que trust* to be registered, enabling as it does that if a bill of sale be made subject to any declaration of trust not contained in the body of the instrument, such declaration of trust shall be written on the same paper or parchment before filing, under penalty of being void; but in the case of *Robinson v. Collingwood* (34 L. J. 18, C. P.), it has been held that this section applies to declarations of trust between the vendor and vendee, and not between the vendee and a stranger. That case in several respects resembles these, as here there was no express trust declared, but there was a set of circumstances on which a court of equity would have held that the grantee or vendee was a trustee for a third person. On these grounds I am of opinion that the executions issued against the goods were invalid as against the better title of Messrs. Lancaster and Wright. There must therefore be a verdict for the claimant; but as point was a novel one, I shall not grant any costs.

## BANKRUPTCY LAW.

## CROYDON COUNTY COURT.

Monday, Oct. 23.

(Before H. J. STONOR, Esq., Judge.)

Re ELLIOTT.

*Motion for removal of proceedings, on the ground that petitioning creditor was a client of Registrar refused—B. A. 1869, s. 80.*

AT the sitting of the Croydon County Court, Mr. H. Parry, solicitor, said he had to submit to his honour a memorial, signed by eight solicitors practising in that court, in opposition to a motion praying that a bankruptcy case which would come before his Honour in the course of the day should be removed to the London Court, on the ground that the petitioning creditor (Mr. Chasemore) was a client of the learned Registrar.

HIS HONOUR said he should be happy to consider the memorial at the proper time, but he thought the present was not the proper time, inasmuch as the proceedings forming the subject matter of the memorial were coming before him for judicial decision.

After luncheon, when the case *Re Elliott* was called on, *Heathfield* made the application, supported by the affidavit of Messrs. Berry and Pestcott, two small creditors for about £10 each, that the proceedings in the case should be removed to the London Bankruptcy Court, on the ground that the petitioning creditor, Mr. Chasemore, a creditor for £800, was a client of the learned Registrar of the court. *Heathfield* said he made the application without casting the slightest imputation upon Mr. W. H. Rowland, the learned Registrar.

HIS HONOUR intimated that he had no power to make the order prayed for, but only to make a declaration that it would be advisable to transfer the proceedings, as to which the creditors could afterwards exercise their own discretion under the 80th section of the Bankruptcy Act 1869. He would, however, allow Mr. *Heathfield* to amend the motion and hear him upon it.

*Heathfield* then addressed the court, and at the conclusion of his argument,

HIS HONOUR, without calling upon Mr. Cooper Willis, who appeared as counsel for the petitioning creditor (instructed by Mr. Streeter), refused the motion, and observed that for the purpose of conferring the benefit of immediate local justice on the parties concerned, the Legislature had empowered the judges of County Courts having jurisdiction in bankruptcy to delegate their powers to the registrars of their courts. Those gentlemen were generally the most eminent solicitors in the locality, and consequently numbered among their clients the principal commercial men and tradesmen resident there or in the neighbourhood. If the judges delegated their powers to the registrars unreservedly, so that parties must abide by their decision unless they appealed to the Chief Judge and Lords Justices, it would be a serious question whether, in those cases in which the petitioning creditor or any other person interested was a private client of the registrar, the proceedings ought not to be removed to the London court, although such removal from distant places, as, for instance, Newcastle or Liverpool, would necessarily be attended with expense, inconvenience, and delay. In the courts, however, over which his Honour presided he had never delegated his powers to the registrars unreservedly, for he had always made this reservation, that all cases of difficulty and importance, and in all cases in which the parties desired it, should be heard before him, and consequently he seldom attended a court without hearing numerous applications in bank-

ruptcy. He was sure, however, that it would have been quite unnecessary for him to make this reservation as regards cases like the present, in every registrar would spontaneously desire him to hear all litigated matters in which his clients were interested. The principle of English law and common justice, that a man is not to be a judge in his own case, or in those cases in which he is interested for others, through being nearly related or professionally concerned, was so plain that the registrars would invariably, even without any application, reserve such matters for his Honour's decision. There appeared, therefore, to be no ground for this motion, and it was accordingly dismissed; the costs of the petitioning creditors be paid out of the first assets received.

## LIVERPOOL COUNTY COURT.

Oct. 20 and 28.

(Before T. PERRONET THOMPSON, Esq., Judge.)

Re E. BEYER AND Co.

*Partners—Payment of composition.*

IN this case a somewhat important question arose as to the validity of resolutions in bankruptcy, in which two partners were to pay unequal shares of a composition, so that if one partner failed to pay his composition, the original sum of 20s. in the pound would not be received by the creditors, nor would the other partner be liable for the full amount agreed on. The following were the facts:—

The firm, consisting of Ernest Beyer and Joh. Tischbien, traded as merchants at New York, New Orleans, Savannah, Mobile, Galveston, and Liverpool. They failed some few months ago, and presented a petition for liquidation of their affairs by arrangement or composition. At the first meeting of creditors a statement of accounts was produced, which showed unsecured debts £21,94, debts partly secured £4103, less value of security £3803, and other liabilities £959. The assets consist of debts outstanding £27, furniture and other property £115, less rent £61, leaving net assets £273. Debts amounting to £19,460 were proved, and a resolution passed to accept the debtors' offer of 20s. in the pound, payable in four annual instalments, the debtor Beyer to pay three-fourths and Tischbien the balance, the same to be secured by the promissory notes of the debtors, which were to be taken in discharge of the joint liabilities. This resolution, on being submitted for registration, was refused by the registrar on the ground that the resolution to accept 20s. in the pound was varied and rendered nugatory by the second resolution, by which the debtors are only liable for unequal portions of the 20s. From this decision of the learned registrar the debtors appealed, *Roscoe*, barrister, instructed by Messrs. *Hatton and Co.*, appearing on their behalf.

*Roscoe* contended that as the resolution dealt equally with all the creditors it was perfectly valid, so long as it was assented to by the statutory majority of the creditors.

The Registrar pointed out that although the debtors jointly offer 20s. in the pound, they provide by the subsequent resolution for their release on payment of less sums—viz., one 15s. and the other 5s. in the pound. The two resolutions were inconsistent.

*Roscoe* remarked that that was a question purely for the creditors, and if they chose to assent to resolutions which dealt with them all alike, he did not think it was the province of the court to interpose, especially as there was not a dissatisfied creditor present. Moreover, there was really nothing inconsistent, as the second resolution merely pointed out the proportion in which the full sum of 20s. was to be paid by the joint debtors.

HIS HONOUR, after reserving judgment, said the resolutions were certainly peculiar, and had very properly been referred to the court by the registrar; but as there was nothing on the face of them that implied fraud, and as there was no creditor objecting, he should direct registration.

(Before J. F. COLLIER, Esq., Judge.)

Re THOMPSON.

*Bankruptcy Act 1869—Practice—Composition—Arrangement—How is a creditor whose proof is disputed by a trustee to proceed to assert his rights?*

*Held, that rule 313 is not applicable, but he can proceed by motion under rule 50.*

*Also held, that an accommodation acceptance of debtor, which passes into the hands of an innocent holder for valuable consideration after the date of debtor's petition, entitles holder to rank as a creditor.*

THIS was a motion for an order of the court to reverse the decision of the trustee, whereby he refused to admit the proof of debt of Messrs. Adams and Co., of London, for £1612, and also for an order upon such trustee to pay them the composition due on the sum claimed. The debtor was a provision merchant in Liverpool, who failed in April last, and effected an arrangement with



his creditors under the provisions of the Bankruptcy Act, the terms of the arrangement being the payment to the creditors of a composition of 5s. in the pound, by certain instalments extending over twelve months, with Mr. Harrison to act as trustee in the matter.

Kennedy (instructed by Duncan and Co.) appeared for the claimants, and Etty for the trustee.

A long discussion of interest to the Profession took place at the outset as to the proper course of procedure. It appears by rule 313 that wherever a trustee rejects a proof or claim, he shall give notice thereof to the claimant, and unless the latter within fourteen days thereafter applies to the court to admit his claim, the trustee can exclude him from all dividends. In the present case the claimants had not adopted this course, but after the fourteen days had elapsed they had proceeded under the 50th rule by way of motion, supported by affidavit. Etty submitted that the motion came too late, as the fourteen days prescribed by the 313th rule had long since expired. He contended that where the rules pointed out a certain mode of procedure it ought to be followed, otherwise they would become nugatory. Further, he added that if the decision of a trustee could be disturbed at any time, there would be no security for a person occupying that position, as he might be liable years afterwards to meet the demands of creditors whose existence had never been disclosed.

Kennedy, in reply, argued that the rule in question applied only to the liquidation or bankruptcy where the trustee, being vested with the estate, was, by the 25th section, constituted a court of the first instance to receive and decide upon all claims against the estate, and a limited time was allowed to appeal from his decision. Under a composition arrangement, the trustee was appointed, by rule 279, for the purpose solely of receipt and distribution of the composition, and he was not answerable for the claims of any creditors except those for whom the debtor had deposited with him funds to pay the composition. If there were creditors for whom the debtor had neglected to provide his trustee with funds, their course was to sue the debtor for the whole claim, or apply to the court summarily. In the present case he understood the trustee had been provided with funds to meet this particular claim, and the simple question was whether the court had jurisdiction to compel him to pay the creditors, and as a preliminary thereto to try the validity of the claim, or must they resort to their remedy at law? As to the question of time the trustee could not be damned by the motion being made after the fourteen days had elapsed, as he had full knowledge of the claim. The 126th section enacted that the terms of a composition might be enforced at any time, and upon a summary application; but here the trustee had the full advantage of a formal notice of motion, with copies of the affidavits upon which it was founded.

His Honour said he did not think the 313th rule applied to composition arrangements. There appeared to be no rule which prescribed the course of procedure in a case like the present; and sect. 126, which had been referred to, seemed to apply to the enforcement of payment of a composition after the proof of debt had been admitted. Here the claim was disputed, and both the Act and rules were silent as to the procedure necessary for the claimant to establish his rights. However, as he had no doubt as to the jurisdiction of the court in such a case, he should not—especially as no injury had been caused by the delay—allow a technical objection to the mode of procedure to interfere with the disposal of the question on its merits, and the objection to the motion must therefore be overruled.

Etty said under these circumstances he should go to the Court of Appeal, and he desired that the motion might stand over until its opinion upon his objection had been taken.

His Honour declined to grant an adjournment, and requested that the case might be proceeded with.

Kennedy then entered upon the merits, and the circumstances disclosed were shortly these: The debtor and Messrs. Adams, of Cork, were in the habit of drawing bills upon each other for mutual accommodation, and some time prior to the debtor's failure Messrs. Adams held a number of his blank acceptances, amongst others the two bills now in question, which were filled up for £225 and £268. These bills they endorsed over to the firm of Strang and Co., and the latter, without endorsement, passed them a few days after the debtor's failure for a valuable consideration to Messrs. Adams and Co., of London, a firm unconnected with Messrs. Adams, of Cork, the drawers of the bills. These bills were mentioned in the debtor's statement of accounts as being in the hands of persons unknown, and since the composition was agreed to the debtor has deposited with the trustee funds to meet the composition on these bills as well as the other claims. The trustee, however, on being informed that the

debtor had received no consideration for the bills in question, declined to allow them to rank as liabilities of the estate, and consequently refused to pay the composition. Upon this state of facts, which was adduced in evidence, the learned judge, after lengthy arguments by the respective advocates, ruled that the holders of the bills, Messrs. Adams and Co., of London, having given valuable consideration for them, although it might have been after the debtor had presented his petition, were *bona fide* creditors and entitled to rank for composition, and he accordingly reversed the decision of the trustee and directed payment to them of the composition.

#### Re ROWAN AND CROFT.

*Liquidation by arrangement—Practice on rejection by trustee of proof of debt.*

*Quære, ought not all the evidence requisite for the disposal of the proof to be adduced before the trustee, and the court confined, on an appeal from his decision, to such evidence?*

THIS was a motion to reverse or vary the decision of Mr. Chalmers, the trustee of the property of the debtors, shipwrights in Liverpool, whereby he rejected the claim of Mr. Rowan, of Ayr, to rank on the joint estate for £6000.

Rodway represented the claimant, and H. L. Gregory the trustee.

T. Martin and Sampson appearing for other parties concerned.

At the outset Gregory objected to the motion proceeding, on the ground of there being no affidavit filed in support thereof, as required by rule 50.

Rodway, in reply, contended that rule 50 was limited to motions to the court in the exercise of its primary jurisdiction; but the present motion was an appeal from the trustee, who had already exercised primary jurisdiction. By the present act the trustee was constituted a court of the first instance with respect to the admission or rejection of proofs of debt, and for such purpose had power to administer oaths. His duty, if not satisfied with the affidavit of debt, was to call upon the claimant to adduce further evidence, and to decide thereon as to his rights. If aggrieved, the claimant could appeal to the court; and although he might do so for sake of convenience by way of motion, there was no necessity to observe the same formality of filing affidavits of the facts as would be required if the court were applied to primarily. Here the whole evidence ought to have been before the trustee, and if upon that evidence he rejected the claim there was an appeal to the court, but only on the evidence adduced before the trustee which should be on the file of proceedings. In an appeal from that court to the Chief Judge no new evidence was allowed unless there was something material to the issue elicited subsequently to the hearing in the court below. There was no such evidence here, and he submitted that the same rule ought to prevail on the present appeal as in other appeals, and he was prepared to rest his case upon the evidence the trustee had taken before he rejected the proof.

His Honour said that although the court had ruled that affidavits showing the grounds for a motion must be filed prior to the hearing, his impression was, in the present case, that it was not necessary, and, without absolutely deciding the precise practice to be observed in all cases, he, in the exercise of his discretion, should allow the motion to proceed without affidavits.

A discussion thereupon took place with respect to the course of procedure, and ultimately it was resolved to examine the trustee as to his grounds for rejecting the proof of debt against the joint estate. It appeared that one of the debtors, Mr. Rowan, carried on business in Liverpool for several years, and up to 1873, as a shipwright, under the firm of Stood, Rowan, and Co. At that time the debtor was indebted to his brother in the sum of £5000, and to other creditors in various amounts. He then took into partnership his foreman, Croft, upon the understanding, as he (Rowan) alleged, that the new firm should take over the assets and pay the debts of the old firm. This was denied by Croft, but it appeared on examination, as a matter of fact, that no capital had been introduced into the concern by the incoming partner, and that the whole of the assets had been taken over by the new firm, and all the debts paid by it except the amount due to the present claimant. The new firm suspended payment at the beginning of the present year, and there had been many transactions between the parties since; and the question now raised for the decision of the court was whether there had been such an adoption of the debt by the new firm as to entitle the claimant to rank on the joint estate.

The evidence of the debtors and claimant as to the facts of the case occupied the court the whole day; and afterwards judgment was reserved.

His Honour now, in a lengthy judgment, after entering minutely into all the circumstances disclosed, ruled that the evidence was insufficient to

entitle the claimant to rank on the joint estate and therefore the decision of the trustee would be affirmed with costs.

#### Re DOBELL.

*Practice—Motion under rule 50.*

*Held, that copies of all the evidence taken in the course of the liquidation bearing upon the motion must be served on the party sought to be affected.*

THIS was a motion for an order of the court to declare that a transfer by the bankrupt to Mr. Henry Ashworth, of Lea Bank, Manchester, of certain articles of silver plate, clocks, and ornaments, was a fraudulent preference, and void as against the trustee. The merits of the case were not discussed, as a preliminary objection was taken to the course of procedure. It appeared that the evidence upon which the motion was founded was embodied in certain lengthy examinations of the persons sought to be affected, and other witnesses, and that no copy thereof had been served.

James, who appeared for the respondent, submitted that his client ought to have had copies of the evidence upon which the motion had been founded, otherwise he was at a disadvantage in answering the case. Further, he reminded the court that it had already in other cases ruled that such a requirement was necessary.

Mulholland, instructed by Goffey, for Mr. Rogers the trustee, said he was unaware of any such rule, and he desired to point out its inapplicability to the present case. Here the evidence proposed to be used had been taken in the presence of the solicitor of the person sought to be affected, and he was fully cognisant of all the facts, and had a right to have all the witnesses present on the motion for cross-examination if he thought fit. All that the 50th rule required was an affidavit in support of the motion, and an intimation of the evidence intended to be adduced. Had there been no previous examination of the witnesses they could have been examined on the motion, and he failed to see any disadvantage to the respondent in now reading their evidence, leaving him to cross-examine them if he thought it necessary.

His Honour said that both he and his colleague had already considered the question in another case, and had come to the conclusion that the respondent to a motion should be served with copies of all the evidence intended to be used against him.

Mulholland remarked that all examinations in bankruptcy were assumed to be examinations by the court, although conducted through the trustee, and if such examinations disclosed a liability on the part of any one to account to an estate it was somewhat novel that such information should be communicated to the person liable. In fact, it was one of the oldest doctrines in bankruptcy not to allow a person examined in bankruptcy to have copies of his own evidence, much less that of other persons, and the reason was apparent, namely, that he should not be enabled to shape his answer to the case with the assistance of evidence taken for the information of the court.

His Honour said the court had already decided as to the practice to be observed, and the only question was whether the motion should be dismissed for informality, or adjourned in order to comply with the requirements of the court; and as he was unwilling to create unnecessary expense, he would allow an adjournment.

The case was accordingly adjourned to the 3rd Nov.

#### LEGAL NEWS.

HIGH COURT OF JUSTICE.—The Queen's Bench, Common Pleas, and Exchequer Divisions will sit at the Guildhall for the trial of actions on Monday, Dec. 4.

MR. JAMES BUCHANAN, solicitor, proprietor of the *Gloucester Standard*, has been elected in the South Ward as a member of the Gloucester Town Council.

SOLICITORS' BENEVOLENT ASSOCIATION.—The usual monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday, 8th Nov. A sum of £243 was distributed in grants of relief, thirty-five new members were admitted to the association, and other general business was transacted.

WILLS.—The annual returns showing the business done in the Law Courts of England, the jurisdiction of which is transferred by the Judicature Acts to the High Court of Justice, will in future be for the law year, and will end with the close of October. The returns for 1875 comprise, therefore, only the first ten months of that year. In that period the Probate Court granted 40,394 probates of wills or letters of administration. The personal property which thus passed into new hands was sworn under £112,501,230. The

amount shows an average of £2787 for each case. The average was £2776 in 1874, and £2891 in 1873.

**THE LAW RELATING TO SMUGGLING.**—At the Cardiff police court, a seaman was summoned for smuggling a box of cigars; but from the evidence it appeared that he was merely carrying it for the chief engineer, who was accompanying him, and to whom the cigars belonged. The Customs officer, in reply to Mr. R. C. Jones, the stipendiary, said they could not proceed against the engineer; they proceeded against the person "carrying" or "conveying." The stipendiary thought this could not be the meaning of the Act. A railway porter might be apprehended in this way for carrying smuggled property. The thing was entirely absurd, and he dismissed the case.

**COURTS OF FINAL APPEAL.**—The annual official returns show that in the year 1875 the Judicial Committee of the Privy Council sat on 148 days, and heard and determined eighty-nine appeals; and the House of Lords heard forty-seven causes in the year. The total is 136 for the two tribunals. The appeals heard by the Judicial Committee comprised seventy-three from India and the colonies, one from a Channel Island, fourteen from Admiralty Courts, and one from an Ecclesiastical Court. The appeals heard by the House of Lords comprised nineteen from the English and Irish Courts of Chancery, sixteen from the Court of Session, eleven from the Exchequer Chamber of England or of Ireland, and one from the Court of Probate. The returns describe thirteen "effective causes" as remaining for hearing in the House of Lords, and no less than 100 appeals "lodged since April 1870," remaining on the 1st January, 1876, for hearing before the Judicial Committee, almost all from India or the Colonies.

**THE IRISH COURTS.**—A Dublin correspondent telegraphed: "Michaelmas Term opened to day with the customary formalities, but under somewhat depressing circumstances, the courts being shorn of some of their chief attractions. The Lord Chancellor was ill and unable to sit, and the court was opened by the Master of the Rolls and the Vice-Chancellor. The Lord Chief Justice was missed from his usual seat in the Queen's Bench, having been obliged to relinquish his judicial post for a time in order to recruit his shattered health; and the Court of Common Pleas had also an empty chair, as the fourth judgeship is still unfilled. There was less animation and bustle in the hall than might have been expected after the Long Vacation, and even the ladies in bright costumes—who usually flit about from court to court and relieve their somber character—were not present in much force. Last, and worst of all, the list of business for the term, so far as it is yet made out, does not hold out a prospect of heavy briefs and well-contested actions, in which the champions of the Bar may display their prowess."

**NORFOLK AND NORWICH LAW LIBRARY.**—The fourth annual meeting of the above society was held at the library on Saturday the 28th ultimo. Present: R. T. Gurdon, Esq. (president), and Messrs. E. S. Bignold, T. C. Blofeld, R. E. Burroughes, Carlos Cooper, Edward Field, Fred Fox, E. C. Francis, G. B. Kennett, B. T. Sharpe, and S. Cosens-Hardy. It appeared from the report of the secretary that during the past year there had been an increase in the number of members and subscribers, and the balance-sheet submitted to the meeting showed a balance in hand of £33 18s. 6d. (excluding a donation of £10 from E. E. Kay, Esq., Q.C.), applicable to the purchase of new books. The following officers were appointed for the ensuing year: President: E. E. Kay, Q.C.; vice-presidents: Carlos Cooper, Esq., and Edward Field, Esq.; Committee: Mr. W. T. Bently, LL.D., Mr. T. C. Blofeld, Mr. E. S. Copeman, Mr. Fred Fox, Mr. E. C. Francis, Mr. F. T. Keith, Mr. G. B. Kennett, Mr. A. Preston, Mr. Simms Reeve, Mr. E. P. Simpson, Mr. B. T. Sharpe, Mr. C. W. Willett. Hon. treasurer: Mr. R. E. Burroughes; hon. secretary, Mr. S. Cosens-Hardy, LL.B.; hon. auditor, Mr. G. B. Kennett; librarian, Mr. F. Becty. After some discussion it was decided to authorise the committee to consider any question of general interest to the Profession, and for that purpose to communicate with the Incorporated Law Society or any other law society in the United Kingdom, and to call a general meeting of this society. The meeting concluded with a vote of thanks to the president.

**THE MAYOR AND THE RECORDER OF OXFORD.**—Some time ago Mr. J. Saunders, the mayor of Oxford, postponed the Quarter Sessions in the absence of Mr. W. H. Cooke, the recorder, and the latter gentleman was reported to have declared the act as one of usurpation on the part of the mayor, and to threaten to commit his worship. At the Quarter Sessions at Oxford Dr. Adams, Q.C., the Recorder of Birmingham, who presided for Mr. Cooke, made an apology for that gentleman in the following terms:—"I am happy to be enabled to say that the differences that have arisen between the mayor and the recorder have been satisfactorily

arranged by mutual explanations. The recorder has authorised me to express to the mayor of this city that owing to a misunderstanding on his (the recorder's) part, as to the position of the mayor of this city in this court, he made use of some expressions, and particularly of the word 'servant,' which were inconsistent with the dignity of the office of mayor. He now, through me, withdraws all observations which refer thereto, and expresses his regret that he should have used them. With regard to the observations on the magistrates, he also states that he had no intention of alluding to them as being 'servants' of this court, or in any objectionable manner, and if he has been represented as having used such terms towards them, his words must have been misunderstood. He, moreover, assures me that he had no intention of lowering the dignity of either the mayor or magistrates, and he regrets that he should have been reported as having done so. The recorder informed me that it had been reported to him that the mayor had said that his conduct on the occasion of his not being present here when the sessions were adjourned by the mayor was an intentional insult to the citizens, and on my mentioning this to the mayor, he assured me that he had made use of no such expression, and if it had been reported that he had done so his words must have been misrepresented, and that he had no intention of making such a charge against the recorder."

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**TEN YEARS' MEN.**—Allow me space for a few remarks on this subject, in opposition to the gentlemen who have taken upon themselves the task of "purifying the Profession," and have felt it their duty to cast aspersions upon those gentlemen of the Profession who not only were duly articulated, but also served that which may be considered a previous apprenticeship of at least ten years. One might imagine, from the tone of those gentlemen, that the longer a young man was engaged at the law the more untrustworthy he became, instead of, as the fact is, I am happy to say, quite the reverse. It is notorious that in the case of the clerks in question, many of them have served prior to their articling not only ten, but twenty and thirty years in the law, and were, previous to their being articulated, holding responsible positions, and managing the whole of the business of the office for their principals. Your correspondent "W." asks if any like privilege to the one in question is extended to persons engaged in the Church, the army, or medical professions? In reply I should like to point out that the cases are scarcely analogous, but a man enlists into the army on receipt of a shilling, and, if I mistake not, may rise by his ability step by step to the highest rank. In the church and medical professions, if a man is capable of and does perform the most important duties of those professions, he participates in the benefits appertaining thereto. The examinations necessary to be passed in those professions are in professional subjects, whereas the examination in question is in addition to the two professional examinations, and does not pertain to the profession. I sometimes think the objections raised against the privilege accorded to the ten years' clerks arises from a selfish professional jealousy, and I am reminded of the words of Mr. Bright, when he said, "There is no plummet-line which will measure the depth of the selfishness of a class of men banded together for their own interest;" but perhaps I am mistaken, and it may arise from discontent amongst some of those unemployed professional gentlemen who, as "W." puts it, entered the Profession as "inexperienced youths leaving school." I contend that it would be an injury to the Profession to debar the ten years' clerks from entering it because the Profession would lose the men best able and fitted by long experience to carry on its arduous duties, and of this I am sure, that in a given number of gentlemen of the Profession, taken on the one side from the "inexperienced youths," and on the other from the clerks of ten years' experience and upwards, the latter would hold their own for ability, integrity, and all other professional good qualities. Z.

**BILLS OF SALE ACT AND BANKRUPTCY ACT.**—As the bearing of the provisions of the Bills of Sale Act, 17 & 18 Vict. c. 36, relating to registration of bills of sale on sect. 15, sub-s. 3, the reputed ownership section of the Bankruptcy Act 1869, appears to be still rather unsettled. The following remarks may serve to elicit the opinions on that subject of your more learned readers. The object of 17 & 18 Vict. c. 36, was to prevent a false appearance of credit in a person by the visible possession of property to which he

was not beneficially entitled. This object effected, or intended to be effected, by registration. The reputed ownership section of the Bankruptcy Act 1869, applies to traders only, but its aim is similar so far as regards the law of bankruptcy. The Bills of Sale Act specially provides that unregistered bills of sale shall be void against assignees in bankruptcy or under assignments for the benefit of creditors in certain cases. The Bills of Sale Act, therefore, by obliging registration in the last-mentioned cases, prevents a false appearance of credit, which it is also the object of the reputed ownership section of the Bankruptcy Act 1869 to remove. Why, then, should the provisions of the reputed ownership section be considered as unaffected by the registration specially provided by the Bills of Sale Act for cases of bankruptcy, &c.? If they are unaffected by such provision, then, so far as the bankruptcy laws are concerned, the provisions for registration in the Bills of Sale Act cannot effect any beneficial object, and are, therefore, utterly useless, and only to work injustice. It is said the Bills of Sale Act is, so far as regards the reputed ownership section, a disabling statute; but why then provisions be inserted in an Act which have been observed merely to satisfy the Act containing such provisions?

**TEN YEARS' CLERKS AND PRELIMINARY EXAMINATION.**—I quite agree with all that has been said by "E. L. W." in your last issue. I was some years in a solicitor's office before being articulated, and have no doubt that if I had waited long enough I could have got exempted from the Preliminary, and having forgotten all my "school lessons," I did not feel very anxious to commence afresh, although I was well aware that to acquire the necessary amount of scholarship to pass the examination "would be nothing short of a bore." I am happy to say that I succeeded in passing it the first time without any "coach" or assistance whatever, and the knowledge I gained thereby has since been of very great assistance. In "E. L. W.," I think the exemption should be abolished, more especially as regards those who have entered with the full knowledge of the Preliminary having to be passed. E.

**SERVING LEGAL NOTICES.**—Referring to your issue of the 28th Oct., page 428, we think your editorial note involves a charge against numerous solicitors who would not be guilty of sharp practice on any account. For our own part we should certainly be surprised if our clients were served personally with such notices by solicitors who knew we were concerned, and we invariably send such notices to solicitors and ask for their charge. From one point of view it is true that the serving solicitor would have got 6s. 8d. for the service upon the client; but we have yet to learn that such is a valid reason for departing from what we conceive is a courteous way of transacting conveyancing business. Respectable solicitors, too, will always get a defendant's solicitor to accept service of process (if possible) instead of affecting personal service. We consider the practice (which appears to be growing up) of eminent London solicitors inserting on sales in the country a condition that the purchasers can have their conveyances prepared for sums named in the conditions, is very much "sharper" being in practice, whatever it is in intention, an interference between their country solicitors and the clients.

H. E. & B. MASON.

[You seem to agree with us except that we consider that the demand for 6s. 8d. was an improper one under the circumstances. As to conditions of sale, framed to entice purchasers to the office of the vendor's solicitor, we always have objected to such a dangerous practice.—ED.]

**ATTESTATION CLAUSE TO WILLS.**—"J. W. N." objects to my clause ("signed by the testator in the presence of both of us, and by both of us in his presence") on the ground that it does not authenticate one of the requirements of the Act, viz., signature by the testator in the joint presence of both witnesses. It will be interesting to us, and, I doubt not, to others of your readers, if "J. W. N." will kindly explain the process by which he conceives a testator can validly sign his will in the presence of "both" of two witnesses, and yet each of those witnesses might be present at a different time. In view of the possibility of some delay in furnishing the desired solutions, I may be allowed to state that the clause in question is accepted as valid and sufficient by the Probate Court authorities, and that no affidavit is required. F. C.

—The following forms satisfy all statutory conditions, and are even shorter than the clause which pleased your correspondent, "J. W. N.," but was found wanting: "Signed by the testator in our simultaneous presence, and by us (as wit-



in his presence." "We, simultaneously at testator's signing, sign in his presence as witnesses." L.

Many of the readers of this paper will be glad to read "J. W. N.'s" letter on this subject, but I submit the following would be complete: "Signed by the said testatrix in the presence of both of us, and by both of us, in the presence, all being present at the same time." H. E.

With reference to the letter of "J. W. N." in last issue, and to Query No. 190, I would say that both the Attestation Clauses quoted by correspondents would be accepted by the Probate Division as containing sufficient evidence of a good execution, without an affidavit being called for from the witnesses. The words, "in the presence of us," are held to imply the joint presence of witnesses; and the words, "signed by," imply one signature of the testator appears, sufficient evidence of that one signing being so made, as is stated, "in the presence of us," in the presence, that is, of the witnesses together. I think that there is "C. W. Beaver's" objection (No. 190); at the same time, an attestation clause that quoted by him would be accepted at law without further evidence being required. I would venture to suggest that the form might be adopted with advantage in general, as being all-sufficient, in the cumbersome forms which usually obtain, the transcription of which the material is frequently omitted: "Signed by the testator (rix) in the presence of us, and on signed by us in his (her) presence." P. C.

Under this heading in your correspondence in to-day's issue there is a paragraph the initials "J. W. N." May I ask if the Court authorities did require an affidavit to the attestation clause to the will to? I venture to think an affidavit would be considered necessary, as, to my knowledge, owing attestation clause has been accepted for many years without an affidavit. "Signed by the testator in our presence, and witnessed and subscribed by us in the presence." This clause is, I submit, in accordance with the requirements of the 9th section of the Act, and neater, as it is certainly more than the one quoted in the paragraph to have alluded. If a yet shorter form be desired, I suggest the following: "Signed by testator in our presence, and signed by us in the presence." If the objection of "J. W. N." be ended, the insertion of the word "joint" in the words "our" and "presence" in the I have given would cure the defect. G. J. R.

It is often used is, "signed by the testator in our presence, and we in his."—ED.]

POSTAGE.—My late experience on this may also be of some possible use to your in showing how great a trap for the un- experienced book post has become. Early last month I occasion to send to my London agents a parcel of documents, consisting of old Chancery papers of wills, &c., and amongst them was a book consisted of some thirty draft sheets, containing nothing beyond copies of old letters, and some "copy correspondence." I may say that these same documents had many years previously made the same journey, perfectly, without any question being raised. On the papers being returned to me, properly stamped, &c., according to the latest regulations, I was surprised to find that Post-office authorities had surcharged me 5s. 9d. Upon inquiring at the General Post Office, I was informed by the secretary that the parcel was marked "copy correspondence" and that in the nature of a letter, and made the parcel liable to letter rate, the principle being that a letter always a letter. If this is to be the case, the working of the book is to affect letters and copies of letters sent to twenty years old, the book post will be of the same use to the profession as has hitherto been, and we shall be compelled to forward per letter postage any brief, affidavit, or other document containing the copy has once been a letter. I scarcely think that Postmaster-General would approve of so great an overstrain of the postal regulations. 1st Nov. 2. A SOLICITOR.

LEGAL LIABILITY OF SOLICITORS IN DECEASE.—Will any of your readers kindly inform me under what authority a registrar of the Court of Bankruptcy (sitting as a court) makes an order upon the solicitor of an estate personally to pay the charges of an affidavit writer employed in the matter by the estate? Such has been done in a recent case

where the applicant did not intend to have notes taken, and which notes when taken were wholly useless. Will not the next step be towards making an unfortunate solicitor personally responsible for costs? R.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

6. LANDLORD AND TENANT.—RIGHT TO SUE AFTER DISTRESS.—A. lets land to B., and the latter underlets to C. B. owes A. £40 for rent, and C. owes B. £20. A., not wishing to injure C., distrains for £20. Having done so, can A. sue B. for the remaining £20? It is admitted he could not again distrain in respect of that amount. H. S.

8. READING FOR INTERMEDIATE.—I shall be obliged to you to inform me in your next or subsequent number of the LAW TIMES whether it is essentially necessary to study Mr. Barber's statement at the end of "Hayne's Equity," in preparation for the Intermediate Examination. D. D. G.

9. WILL.—A. by will made in 1869 bequeathed (without the intervention of trustees) certain leaseholds for years to B. for life with remainder to C., a feme covert, and D., a feme sole, in equal shares for their separate use. A. died in 1869; B. is still alive. Can C. and D. (both now *femes coverts*, the latter having recently intermarried) assign their respective shares and interests in the said leaseholds without the concurrence of their respective husbands? If not, must the deed be acknowledged? X. Y. Z.

10. PROBATE.—T. T. died in the year 1803 at Sheffield, where he had carried on business as a merchant. He is known to have left a will, as receipts for legacies thereunder (not on the Somerset House forms, but on plain paper) have been found. Searches have been made both at York and at Somerset House for probate of the will, without finding it. Can anyone suggest where the will may have been proved? H. B.

### Answers.

(Q. 194). ISLE OF MAN.—There is no stamp duty on deeds. Mark H. Quayle, Esq., Clerk of the Rolls, Castletown, Isle of Man, will give any information about registration of deeds. James Gall, Esq. (Attorney General), Frederick Gell, Esq., and Henry Gelling, Esq., are all practising solicitors at Castletown, of excellent reputation, and reliable as agents in the island. H.

(Q. 196). BAILIFF—MONTH'S NOTICE.—If "T. F. T." will refer to Pollock and Nicholl's Practice of the County Court, 8th edition, p. 455, he will find the law relating to bailiffs, laid down very fully, and will also see that any action to be commenced against such officers, must be brought within three calendar months after the fact committed, and that notice in writing of such action and of the cause thereof, shall be given to the defendant one calendar month at least before the commencement of such action. E. L. H. R.

(Q. 171). VENDOR—COVENANT.—I think "W. H. B." refers to vendor's covenant for freedom from incumbrances, if so, the covenant is for quiet enjoyment, free from incumbrances created by vendor or his heirs, or those claiming under him or them. The word "created" is here a participle, and includes the future. Formerly the covenant invariably was for freedom from incumbrances, either already or to be hereafter created by vendor or his heirs, or those claiming or to claim under him or them; but the words italicised are now omitted, because necessarily understood. Though no one can be heir to a person in his lifetime, a covenantor can, nevertheless, by an *inter vivos* deed, bind his heirs, and provide against their acts, it is, however, unnecessary to mention the heirs in this covenant, as they are included in persons claiming under vendor. They are omitted in Davidson's Precedents, and in the 8th edition of Fideaux. T. F. M.

(Q. 203). LEASE.—The landlord can certainly decline to permit an assignment, and, if the lessee assigns, can enter for the forfeiture. And equity will not relieve the tenant against a forfeiture so incurred. *Hill v. Barclay*, 17 Ves. 63. The covenant is sometimes qualified by this proviso, "That the licence shall not be withheld in favour of a respectable and responsible tenant," and such a qualification seems very desirable. But the law does not imply it. J. M.

## PROMOTIONS AND APPOINTMENTS.

NOTA BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. HARRY JAMES FRANKLIN, of the firm of Franklin and Humphreys, solicitors, of Halifax, who was recently appointed by the Lord Chancellor a Commissioner to Administer Oaths in the Supreme Court of Judicature in England, has also been appointed by Lord Coleridge a Perpetual Commissioner for taking Acknowledgments of Married Women.

J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BUXTON'S NERVINE a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as invaluable to all who suffer from toothache."—(Adv.)

## LAW SOCIETIES.

### THE BREMEN CONGRESS OF THE ASSOCIATION

#### FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

PERSONS who, like ourselves, have travelled in North Germany can but remember with pleasure the free cities of Lubeck, Hamburg, and Bremen. The red brick Gothic cathedrals and city gates of the first, the picturesque environs, and noble river Elbe, covered with forests of masts, of the second, the large tobacco trade and immense cigar factories, together with the port and ocean bound steamers of the third, enables us to imagine how important to the interests of commerce the confederated cities of the Hanse must have been in bygone ages. These cities still survive as three of the twenty-six northern states which, in May, 1871, were by Acts of State in the palace of Versailles, so joined to the six southern as to constitute the present German empire. But it is not questions of *staaten-bund* and *bundesstaat* systems of confederate states and supreme federal governments, which have during the vacation made Bremen a familiar word with the learned circles of Great Britain and Europe. It is not a congress of diplomatists which has been meeting here, seeking to outwit and checkmate each other, while their neighbours' houses, wives, servants, maidens, sheep, and horses, and everything that they have are in the flames of barbarous and uncivilised war. No! it is one of peaceful lawyers from both sides of the Atlantic, from Norway, Sweden, France, Austria, Italy, Scotland, and England, whose object has been to remove the conflicts of international law, to assimilate the usages of merchants, to facilitate legal remedies, to promote the forming of a code, and to indulge a praiseworthy wish, or even a hope, that international tribunals may be established to settle by peaceful means international disputes. *Video meliora proboque deteriora sequor.* Last year the lieges of Holland, whose hospitalities received an additional grace from the presence and aid of the Queen of Holland, entertained the Association for the Reform and Codification of the Law of Nations. This year they have been the honoured guests of the good people of Bremen.

The intellectual *menu*, or the subjects for discussion was choice, and equal to that of the preceding year. The council recommended or approved of the following:

1. Bills of exchange, negotiable instruments, the assimilation of the laws and practice relating thereto.
2. Foreign judgments, their mode of enforcement.
3. Patent laws, and the assimilation of the laws of different countries.
4. The extradition of criminals, and the present state of international law in regard to this question.
5. The limitation to arbitration for the settlement of international disputes.
6. Codification of the law of nations.
7. The law of maritime capture.

The Bremen Committee recommended:

1. Maritime tribunals.
2. Maritime insurance and general average.
3. Collisions at sea.

The Hague Committee proposed only one: International coinage and mint regulations.

In addition there were two entries, called miscellaneous, presented:

1. Prohibitive tariffs and free trade.
2. Principles of intercourse between Christian and non-Christian peoples.

Somewhat political and diplomatic in their nature, their discussion elicited more warmth than the topics strictly legal. The *menu* was here piquant, and the speakers showed the strength of their convictions rather than the brilliancy of their wit.

Owing to want of time, or other causes, some of the most attractive of the titles were passed over. The most valuable of the papers read we now proceed to lay before our readers. Patents come first. Some years since we visited the Great Exhibition held at Vienna under the auspices of the Austrian Government. We are glad to see that the congress there held on patent laws is now bearing fruit. A commercial association laid on the table at following

## REPORT.

WE have had under our consideration the subject of assimilation of the patent laws of various nations, in connection both with the paper of Mr. Lloyd Wise referred to us last year, and with the resolutions of the International Patent Congress, held at Vienna in 1873. A copy of the first three of these resolutions, excluding only some formal ones relating to a permanent committee which has practically ceased to exist, accompanies this report. We consider it to be abundantly established by experience, that it is for the commercial interest of every nation to grant protection in the shape of patents to inventors. But in these times of international intercourse, the patent granted in one country may become to some extent a restriction, unprofitable and obstructive, if the same invention without limitation or increase in price becomes in an adjoining country common property; although a country offering the protection of a patent law will usually obtain the earliest benefit of new inventions. Hence the widespread practice of patenting the same invention in several countries, and the necessity for the assimilation of the Law of Patents in the different civilised states. Unless some common principle be agreed upon, it is evident that much of the benefits of patents will be lost, by their being granted in one country, whilst they are refused, or granted upon wholly different conditions, in another. For by such inequalities, the reward by which the inventor is stimulated to exercise his ingenuity for the benefit of the commercial world at large is rendered precarious, and the stimulus becomes less powerful.

Influenced by these considerations, the Congress at Vienna in its second resolution, laid down certain principles as the basis of a model patent law, to which future legislation on the subject should conform. That Congress was a very influential and representative body, including many eminent patent lawyers, inventors, manufacturers, and other authorised persons from the different civilised states, and we do not think it would be advisable to depart from the general principles then laid down. We, therefore, recommend that in any action taken by this society in favour of the assimilation of patent laws, the Vienna resolution should be adhered to as a basis, though it may be necessary to supplement the principles there enunciated by some others. In particular, it may probably be found desirable to embody in the framework already sketched out, some suggestions to be found in Mr. Lloyd Wise's paper, among which may be indicated (first), that the preliminary examination mentioned in Clause C. of the resolution already referred to, should be limited in its scope to the questions whether the specifications are clear, and whether the invention is open to objection, as being contrary to morality or wanting in novelty, regard being had to prior publications; secondly, that an adverse report should not disentitle the applicant to a patent, except in cases of frauds, or where the invention is contrary to morality; thirdly, that if the applicant specifies the prior matter found by the examiners, and clearly defines what he, nevertheless, claims as his invention, no adverse report should be published.

At the present time there are two important countries which have no patent laws. Holland and Switzerland. In Holland, where a patent law existed until 1869, there is evidence that it was repealed because of its defects as a measure, and not because the principles of rewarding inventors in this way was considered objectionable *per se*. In Germany, a draft law founded on the second resolution of the Vienna Congress is now under the consideration of the Government, for embodiment in the revised Code of the Empire. In England, a bill for the modification of the existing patent law has been twice before Parliament, but has not yet been discussed in the House of Commons. It has met with great opposition from inventors, manufacturers, and others. The patent laws of several other countries are far from conforming to the principles enunciated at Vienna; but, as far as we are aware, the only bodies which are doing anything to carry out the resolutions of the Vienna Congress are the committee in Germany which prepared the draft law just spoken of, and a committee in London of which Dr. C. W. Siemens, F.R.S., is a member.

We think that a committee be appointed to deal with the subject of patent law, and to add to its

number, and especially to invite the co-operation of persons who have already devoted themselves to this subject, and may be willing to join our association.

That such committee be empowered to take such steps as they may think desirable in promoting the reform and assimilation of patent laws on the basis of the resolutions of the Vienna Conference, amplified by any additions they may consider necessary to the equitable working of the system, and in bringing the subject before the attention of the governments and people of the various civilised states, including in particular those of Holland and Switzerland.

We hope that in this way a comprehensive and efficient committee may be formed, capable of satisfactorily dealing with this important practical question.

*Copy of the first three Resolutions of the Vienna Patent Congress.*

1. That protection of inventions should be guaranteed by the laws of all civilised nations, because:
  - (a.) The sense of right among civilised nations demands the legal protection of intellectual work.
  - (b.) This protection affords, under the condition of a complete specification and publication of the invention, the only practical and effective means of introducing new technical methods without loss of time, and in a reliable manner, to the general knowledge of the public.
  - (c.) The protection of invention renders the labour of the inventor remunerative, and induces thereby competent men to devote time and means to the introduction and practical application of new and useful technical methods and improvements, and attracts capital from abroad, which, in the absence of patent protection, will find means of secure investment elsewhere.
  - (d.) By the obligatory complete publication of the patented invention, the great sacrifice of time and of money which the technical application would otherwise impose upon the industry of all countries, will be considerably lessened.
  - (e.) By the protection of invention, secrecy of manufacture, which is one of the greatest enemies of industrial progress, will lose its chief support.
  - (f.) Great injury will be inflicted upon countries which have no rational patent laws, by the native inventive talent emigrating to more congenial countries, where their labour is legally protected.
  - (g.) Experience shows that the holder of a patent will make the most effectual exertions for a speedy introduction of his invention.
2. An effective and useful patent law should be based on the following principles:
  - A. Only the inventor himself, or his legal representative, should be entitled to a patent.
  - B. A patent should not be refused to a foreigner.
  - C. It is advisable, in carrying out these principles, to introduce a system of preliminary examination.
  - D. A patent should be granted either for a term of 15 years, or be permitted to be extended to such a term.
  - E. Simultaneously with the issue of a patent, a complete publication of the same should take place, rendering the technical application of the invention possible.
  - F. The expense of obtaining a patent should be moderate; but, in the interest of the inventor, a progressive scale of fees should be established, inducing him to abandon a useless patent.
  - G. Facilities should be given, by a well-organised patent office, to obtain in an easy manner the contents of the specification of a patent, as well as to ascertain what patents are still in force.
  - H. It is advisable to establish regulations, according to which the patentee should be compelled, in cases in which the public interest may require it, to allow the use of his invention to all suitable applicants for an adequate compensation.

I. The non-application of an invention in one country shall not involve the forfeiture of the patent, if the patentee has been carried into practice at all, and if it has been rendered possible for the inhabitants of such country to purchase and make use of the invention.

K. In all other respects, and particularly regards the proceedings in the grant of patents, the congress refers to the English, American, and Belgian patent laws, and to the draft of a patent law prepared for Germany by the Society of German Engineers.

3. Considering the great differences in patent administration, and the other international commercial relations, the necessity of reform is evident, and it is a pressing moment that Governments should endeavour to bring about an international understanding upon patent protection soon as possible.

## EXTRADITION.

The principles which should regulate, more than the practice which obtains, under treaty of extradition, formed the ground work of the following report by the countrymen of the illustrious Grotius:

L'état A doit-il punir des délits commis au préjudice de l'état B? En examinant la question, il faut avant tout distinguer les hypothèses suivantes:

I<sup>re</sup> le délit est commis sur le territoire de l'état A;

II<sup>re</sup> il est commis ailleurs.

*Première Hypothèse.*

Il est de principe qu'un état n'exerce sa puissance pour un délit commis sur son territoire. conséquent, si le délit commis sur le territoire de l'état A, au préjudice de l'état B, n'est puni par l'état A, le coupable pourrait par séjour continu dans cet état se procurer l'impunité. Or cette impunité serait incompatible non seulement avec les devoirs réciproques des états, mais aussi avec leurs intérêts communs.

Ces intérêts seraient lésés si des délits, les plus graves, contre un état, pourraient être commis impunément hors de son territoire. Il faut donc que chaque état agisse vis à vis de son voisin, comme il le veut que celui-ci agisse vis à vis de lui, et punisse les délits commis sur son territoire au préjudice d'un autre état.

Nous sommes d'avis avec M. de Pinto dans cette première hypothèse il n'y a pas de raison pour distinguer entre les nationaux et les étrangers. Ces derniers ne pouvant être punis par l'état sur le territoire duquel ils ont commis leur crime et jouissant de la protection de la loi, doivent être aussi justiciables devant les tribunaux.

Cependant quant aux délits mêmes, des restrictions sont nécessaires.

La première est indiquée dans la note de Pinto: "un état ne peut qualifier de crime ou de délit un fait quelconque commis au préjudice d'un autre état, si ce fait n'est punissable aux termes de ces lois au cas qu'il soit commis contre l'état même dont elles émanent." Cette remarque, évidemment juste, n'exige de développement.

La seconde restriction aussi dérive de la nature des choses. Parmi les délits dont l'objet est le droit d'un état, il y en a plusieurs qui compromettent l'intérêt de cet état que les délits commis sur son territoire même. Il est clair que ces faits ne sont pas compris dans ceux qui, commis ailleurs, doivent être punis par le forum delicti commissi.

Restent les délits suivants, dirigés contre un état étranger et punissables par la justice de l'état dans lequel ils ont été commis:

a. Plusieurs espèces de faux: contrefaçon, altération de monnaie étrangère: faux, faux timbres et papiers d'un état étranger, d'une administration publique étrangère, frauduleux de ces monnaies, marques, timbres faux ou falsifiés: parjure au préjudice de la justice ou de l'administration étrangère: autant qu'il est punissable selon les lois des deux pays.

Il va sans dire que le faux en papiers de banque ou de commerce doit être puni. Cependant comme ce délit, dirigé contre







## To Readers and Correspondents.

Anonymous communications are invariably rejected.  
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All communications intended for the EDITOR (SOLICITORS' DEPARTMENT) should be so addressed.

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## The Law and the Lawyers.

WE say nothing this week about the decision in the case of *Reg. v. Keyn*, popularly known as the *Franconia case*, for the simple reason that to deal hastily with a subject which has given the judges so much trouble could be of no service to our readers. We have received a print of the judgment of the LORD CHIEF JUSTICE, and when we are in possession of the judgments of the other Judges, a careful examination and comparison may be useful in the interest of international law.

A POINT of some importance with reference to the effect of a discharge in bankruptcy was raised in the Common Pleas Division on Thursday. A solicitor sued a client for work and labour done before the latter liquidated his affairs by arrangement. The discharge under the liquidation was pleaded, but the plaintiff replied that after the liquidation the debtor promised to pay the debt. Two

points were taken for the plaintiff—(1) That there was a moral consideration to support the subsequent promise; and (2) That the fact that the plaintiff had been omitted from the debtor's statement of debts left him free to sue for his debt. There is some show of authority for the first proposition, but most assuredly none whatever for the second. The court decided against the plaintiff on both.

PLEADERS are clearly not alive to the importance of attending closely to the rules under the Judicature Act. Rule 23 of Order XIX. says that the defence of the Statute of Frauds must be specially pleaded. A case came before the Court of Appeal on Wednesday in which a defendant who had not pleaded the defence sought to avail himself of the statute. The court, however, was clear that this could not be done.

On Wednesday last, the usual "Crown paper" day, the Crown paper was finished early in the afternoon, and it appeared likely that the Queen's Bench Division would have to rise prematurely for lack of business. Several cases were called on, but without result. The Court was unwilling to strike these cases out, as the parties could scarcely have been expected to be present. A new trial was eventually taken, and, in order to prevent any loss of time in future, the Court (MELLOR and LUSH, JJ.) at once gave notice that the practice of the Queen's Bench Division would henceforth be to proceed with the new trial paper as soon as the Crown paper or special paper should be finished. It will therefore be prudent for practitioners whose causes appear early on the new trial paper to study the condition of the Crown paper and the special paper from time to time.

As illustrating and confirming our remarks (LAW TIMES, 19th Feb. 1876, Vol. lx., p. 282), in regard to the operation of sect. 91 of the Bankruptcy Act 1869, on voluntary settlements, we may refer to a case of *Ex parte Stephens re Pearson*, decided by Sir J. BACON, C.J.B., on the 7th Aug., and reported 35 L. T. Rep. N. S. 68. Those remarks, it may be remembered, were directed for the purpose of showing that the lapse of the two years mentioned in the section would not, as a matter of law, at all prevent a voluntary settlement from being set aside if an intent to defeat or delay creditors could be attributed to the settlor. The case before Sir J. BACON we notice as being a strong instance of the application of the rule of law in favour of creditors. The facts were that in 1858 PEARSON, who was then solvent, and not then in trade, settled £1000 in trust for himself for life, or until bankruptcy, &c., and afterwards for his wife and children. Fifteen years afterwards PEARSON went into trade and became bankrupt. The beneficiaries did not (as indeed having regard to the case of *Higinbotham v. Hulme* (19 Vesey 88), they could not) press the validity of the gift over of the settlor's own life interest on his own bankruptcy, but the CHIEF JUDGE considering that the settlement could only have been made to defeat and delay creditors, declared that the same was wholly fraudulent and void.

THE case of *Preston and others v. Lamont and another*, reported in 35 L. T. Rep. N. S. 341, turned upon a curious attempt to re-introduce the dilatory plea or plea in abatement, abolished in terms by the Judicature Act; Order XIX., rule 13, enacting that "no plea or defence shall be pleaded in abatement." The plaintiffs had applied at chambers for, and obtained leave to serve the writ out of the jurisdiction; and the writ was accordingly served in Glasgow. The defendants appeared, and obtained leave to defend, and, subsequently, further time for delivering their defence. They then tried to set the whole proceedings aside on the ground that the English courts had no jurisdiction. Having failed in this attempt, both at chambers and on appeal, they filed a statement of defence, which was to the effect that there never was any breach of the contract in question within the jurisdiction, and that none of the circumstances mentioned in Order XI., rule 1, of the Judicature Act 1875, existed, to justify an order for service of the writ in this action out of the jurisdiction. This defence was represented by the defendants' counsel to be a plea to the jurisdiction; and as such was of course utterly bad, as attempting to re-introduce the plea in abatement. But it was even less defensible than this; for, as both the learned Barons observed, it was not really a plea to the jurisdiction at all, but to the propriety of the service of the writ. It was, in fact, an attempt to appeal by a sideward from the order of the Judge at chambers, long after the time for appealing had passed. Baron BRANWELL said that, had the statement of defence been a plausibly good one, they would not have ordered it to be struck out; but we quite agree with him that it was manifestly a very bad one.

THE important case of *Cohen v. South Eastern Railway Company* (L. Rep. 1 Ex. D. 217; 35 L. T. Rep. N. S. 213), came again before the Exchequer Division on Wednesday last. It will be remembered that this case decides two points, that the 7th section of the Railway and Canal Traffic Act 1854, applies, first, to passengers' luggage; and, secondly, to the case of railway com-



booking through by rail and steamer. The action arose out of the loss of a portmanteau by falling into the sea, the plaintiff having taken a ticket from Boulogne to London by the Folkestone route. The court having decided in favour of the plaintiff on demurrer, the defendants obtained leave to amend their pleadings on the ground that the contract being made in France, the English statute law could not apply to it. Instead of the pleadings being amended, it was arranged that a special case should be stated, and it is upon this special case that judgment has been just given for the plaintiff. The defendants, we believe, did not contest the case seriously, preferring that it should be argued before the Court of Appeal. Looking to the importance, both to railway companies and the public, of the two points involved, we are glad to hear that they will now be argued before that court. The decision of the court below, although we think it to be correct on both points, seems scarcely to go fully enough into the bearing of the 7th section of the Railway and Canal Traffic Act 1854, upon passengers' luggage. We do not, however, think it likely that railway companies will inaugurate a practice of carrying passengers' luggage upon "signed conditions" only, whatever may turn out to be the correct law of the case.

BARON CLEASBY has decided a point upon which there has been some doubt, although a short time since we expressed a clear opinion that there could be only one view of the law. The learned Baron gave a short judgment, which states the matter in a few words. He said:—"The question is whether when there has been one assault and battery, but on a woman, and the facts of this aggravated assault have been brought before magistrates, who adjudicate thereon with a fine and imprisonment, the 45th section of 24 & 25 Vict. c. 100, applies. Is the defendant to be protected from all further proceedings, whether civil or criminal, for the same cause on which he has been adjudicated? If it was quite clear that there was one form of proceeding for an aggravated assault and another for a common assault, I should have thought that the defendant might have had an action brought against him for the aggravated assault. But I cannot come to that conclusion. There is only one information, and that brings me to deal with the question of merits. The information is for assault and battery on a woman. It seems to follow that the proper course of procedure is to lay an information for assault and battery, and then it is for the magistrates to deal with it either under their limited jurisdiction or as an aggravated assault. There is one matter brought before them. Are we to assume, because they have stayed their hand and not gone to the full extent of their power, that therefore they did not treat it as an aggravated assault on a woman? They passed a sentence of imprisonment as well as inflicting a fine. Quite independently of authority, I think the case comes under section 45. There must be no further civil or criminal proceeding, as the real cause has been adjudicated on."

THE uses to which watercourses may be turned, and the benefits derivable from them are so manifold, that it seems only natural that the law books should contain very many cases in which the limits of the rights of riparian owners to the flow of water have been discussed and determined. As a general rule it is well established that the owner of land may use the water of a natural stream that flows along his land for any reasonable purpose of his own. This right is common to all landowners, hence no one will be allowed to make such use of the flowing water as will interfere with the rights of the proprietors of the land above and below. Hence too he will not be permitted to seriously lessen the quantity of water to the injury of such landowners. This rule, of course, is not applicable where the excess in use is justified by grant or prescription. In the case of *Blackall v. Bean*, which came before the Court of Appeal a few days ago, the plaintiff, the lord of a manor, sued the defendants for obstructing and diverting the flow of water of the river Dart. The defendants, as appeared from the evidence given at the trial, were lessees of a mining "sett." They had a licence from their lessor to take water from the river Dart for the purpose of carrying on the mine. The plaintiff was a riparian owner, but it did not appear that he had suffered any pecuniary loss through the acts of the defendants, although there was no doubt that the latter had from time to time caused a diminution in the actual volume of water flowing down the river. Under these circumstances Mr. Justice BLACKBURN, before whom the cause was tried, directed the jury that if the defendants had taken from the plaintiff a sensible and appreciable portion of the water, they had inflicted on him a sensible and material injury, and that if a sensible and appreciable portion of the water which would otherwise have flowed down to the plaintiff's land had been taken by the defendants, the plaintiff was entitled to the verdict. Exception was taken to this ruling; but it was confirmed in the Court of Appeal. The legal proposition upon which the ruling of the learned judge is really one of the simplest and most elementary. The proposition is, that proof of the violation of a right will support an action, although no proof of actual damage or loss. Taking

what has been said above as the limit of the right of a riparian owner to the flow of water along his lands, it is a matter of easy inference to say, that whoever interferes with the enjoyment of that right commits an injury, and the application of the maxim *ubi jus ibi remedium*, is obvious. Prove the violation of a right, and a verdict follows of necessity.

It is very clear that an agent must be careful how he contracts if he would avoid incurring a personal liability. This rule should never be forgotten by an agent, in spite of the greater latitude which the Court of Appeal has allowed recently in the introduction of parol evidence to explain the instrument by which the agent is apparently bound. In *Weidner v. Hoggett* (35 L. T. Rep. N. S. 368) the defendant gave the following undertaking:—"I undertake to load the ship . . . on account of Bebside Colliery.—W. S. HOGGETT." The undertaking made no mention of the person with whom the contract was entered into. The plaintiff was the captain of the ship referred to in the undertaking. The undertaking was proved to have been obtained by the Bebside Company for the reason that the captain refused to sign a charter-party without such a document. The ship was detained, and the plaintiff applied to the defendants for compensation. Upon an action being brought by the plaintiff on the undertaking the court held that the defendant was personally liable. The defence raised was that there was no privity of contract between the plaintiff and defendant. But as Lord COLERIDGE remarked, "although the plaintiff is not named in the document as the person with whom the defendant contracted, neither are the charterers, and it would seem that the document was intended to be a contract by the defendant with any party concerned who might act upon it." To the same effect were the remarks of Mr. Justice LINDLEY. "The difficulty is created by the use by the defendant of a printed form beginning, 'I undertake,' and leaving in blank the name of the person with whom the contract is made. We are thus compelled to look outside the document in order to discover to whom or for whom the undertaking is given." The decision itself is thus of interest upon two grounds. It shows the dangers to which agents are liable who enter into personal undertakings, and it likewise throws some light upon the rule which makes privity of contract essential to the right to sue.

So many decisions have been given within the last year or so with respect to the rights of railway passengers, that we may reasonably expect that branch to be soon pretty well defined. A case of certainly not less than ordinary importance in that branch of law was lately heard by one of the judges of the Liverpool County Court. An action was brought by a passenger to recover the sum of 4s., the amount of cab hire paid by reason and in consequence of an alleged breach of contract by the Cheshire Lines Committee. The plaintiff took first-class tickets for himself and wife, but on reaching the train found only one seat vacant in the non-smoking carriages, though there was enough room in the smoking carriages. There were seats also in second-class carriages. He refused these, and took a cab to his destination. Having taken time to consider, his Honour held that the company was bound to provide seats in a non-smoking carriage, and in the train for which the plaintiff had taken tickets. As the company had not done so, judgment was entered for the plaintiff. We do not suppose that the railway company will rest satisfied with this judgment, tending as it does to open up a wide field of liability. There are several points of interest in the case. Does a railway company, in issuing a ticket, impliedly contract to do more than carry the passenger in a carriage of the class mentioned on the ticket, so far at least as concerns the mode of conveyance? Is there an implied contract that the carriage shall be one in which smoking is not allowed? Other questions might be raised, and a little consideration will show that the County Court Judge had good reason to deliberate before he delivered judgment. The ordinary rules relating to the rights of plaintiffs upon breach of contract are fairly well known. In this case, however, the question is rendered more complicated by the fact that there is a preliminary difficulty to be got over, that is, the question with regard to the existence of an implied contract. If the case is brought before the Divisional Court of Appeal, we have no doubt that strong arguments will be urged both for and against the appellants. For the present we defer any detailed examination of the grounds upon which the County Court Judge based his decision.

#### THE NATURE OF A MARRIED WOMAN'S INTEREST IN SHARES IN A PUBLIC COMPANY.

WHERE a woman possessed of shares registered in her own name marries, what—as against her husband or his assignees, for or without value, or his trustee in bankruptcy, or his execution creditors—are her rights? These questions, which look so simple, are probably susceptible of considerable doubt, and open to much argument. Personalty in possession held by title, and incapable of manual delivery (except in the form of chattels real), was unknown in early times; and where positive statutory enact-

ments are absent, the nature and incidents of the vast amount of property recently developed in the shape of shares, patent right, and copyright, &c., can only, we suppose, be settled by analogy. In the case of the shares of a public company standing in the name of a married woman, the analogy seems to be to the case of chattels real vested in her—as to which her rights are far more in the power of the husband and his assignees and creditors than her rights in relation to her *choses in action*, being, in fact, subject to her husband's control, contracts, and engagements, and liable to execution for his debts; with the small privilege remaining in the wife of taking as survivor, and unaffected by her husband's will, such of the same chattels as he may not have appropriated or forfeited at his decease. In regard to money in the funds, fully paid-up shares, or any debenture, or debenture stock, or any stock of an incorporated or joint stock company, to the holding of which no liability is attached, to which a married woman, or a woman about to be married, is entitled, provision is made by the Act of 1870, under which the woman can require the same to be registered in her own name and for her separate use. Suppose, however, that the shares, &c., held do involve liability, or that from any other cause before such requisition is made by the married woman, the husband should assign them, or become bankrupt or liable to execution, it is an important question how far the wife's rights would be defeated, as in the case of chattels real they would be. Shares in a public company have been held, and we think rightly, not to be things in action within sect. 15, sub-sect. 5, of the Bankruptcy Act 1869 (*Ex parte The Union Bank of Manchester, re Jackson*, 24 L. T. Rep. N. S. 951), and we think it would be difficult to contend that they were *choses in action* so as to be within the rule of *Purdew v. Jackson* (1 Russ. 1); *Honner v. Mortin* (3 Russ. 65), and *Pierce v. Thornley* (2 Sim. 167), which as against a wife surviving denies effect to any assignment of the wife's *choses in action* not reduced into possession in the husband's lifetime. Again, where the husband survives the wife it may be questioned whether he will be entitled to her shares *jure mariti*, as he would be to her chattels real: (*Malony v. Kennedy*, 10 Sim. 254; *Archer v. Lavender*, Irish Rep. 9 Eq. 226); or whether he must take out administration, as would be necessary in order to recover her *choses en action*: (*Proudley v. Fielder*, 2 My. & K. 57.)

#### THE AMENDMENT OF CRIMINAL PROCEDURE.

##### DISTINCTION BETWEEN FELONIES AND MISDEMEANORS.

In the present state of English criminal jurisprudence it may safely be averred that the distinction between felonies and misdemeanors has become altogether unintelligible. A noble chairman of quarter sessions not very long ago remarked, that although he had become well versed, by experience, in the practice of criminal law, he still was unable to understand the difference between felonies and misdemeanors. There are some, perhaps, who will feel shocked at the ignorance here displayed; and yet we doubt whether any person could now lay down any fixed principle which determines what offences are to be termed felonies and what misdemeanors. For the origin of the term "felony" it is necessary to go back to feudal times; but whether it is derived from the Greek *φύλαξ*, or from the Latin *fallō*, is a question of some doubt. The original signification was an act of forfeiture, that is, an act which caused the forfeiture of the tenant's land to the lord of the fee. When, therefore, feudal law came to be introduced into England, it is not difficult to understand how the term felony came, by a slight change, to be applied to that class of crime which occasioned forfeiture of any kind, whether of land or goods. Those crimes which did not involve any forfeiture were accordingly distinguished by the term misdemeanors—offences of less degree than felonies.

Originally, then, there was some principle in the distinction, but this principle has been gradually annihilated by the course of legislation. Theoretically a felon, by conviction, forfeited the whole of his property; but practically the law of forfeiture was never, at least in modern times, enforced. Consequently an Act was passed some six years ago (33 & 34 Vict. c. 23), entitled "An Act to abolish the forfeiture of lands and goods for treason and felony, and to otherwise amend the law relating thereto," which Act has rendered the distinction more meaningless than ever. The gravity of the crime is used to distinguish between these two offences; but can it be suggested for a moment that any such distinction exists now? What difference is there in principle between the theft of money or goods, and obtaining the same under false pretences? Yet, according to English law, a man who steals a cabbage is a felon, while a wholesale swindler may be merely a misdemeanant! The forgery of some instruments is a felony by statute, punishable with penal servitude for life; the forgery of others is only a misdemeanor at common law, punishable with imprisonment. The distinction, too, is not only meaningless, but is fraught with great inconvenience and hardship. The right of challenging peremptorily juries to the number of twenty is confined to felonies, and was no doubt originally given by the common law *in favorem vite*, although it is now extended to all cases of felony. The right is a useful one, and no doubt sometimes tends to secure to an accused person

a fair trial; but it would be equally useful that a similar right should exist in all cases of misdemeanor. A person who is charged with the latter, and who is fortunately defended, is sometimes able to remedy this grave inconvenience by means of an application from his solicitor to the officer of the court, who will generally, so long as a sufficient number is left to form a jury, abstain from calling the names of those persons who are objected to. The same opportunity, however, is not afforded to a man who is undefended, who may be compelled to be tried by jurors at whose hands he is well aware he cannot hope to have an impartial trial. Again, the practical inconvenience of the distinction is too often manifested during the course of a trial. Under the present system the indictments are altogether separate and distinct, and an indictment which contained a count for felony, and also a count for misdemeanor, would be quashed on motion in arrest of judgment after a general verdict. It is quite true that Lord Campbell's Act (14 & 15 Vict. c. 100), and other Acts, remedy the useless inconvenience and expense which would have to be encountered, by enabling, in particular cases, a jury to convict an accused person of misdemeanor on a charge of felony. For instance, under 14 & 15 Vict. c. 100, s. 9, parties indicted for felony may be convicted of an attempt to commit the same (which is a misdemeanor), and be punished accordingly; and the same principle has been also recognised and extended by other statutes (see 14 & 15 Vict. c. 19 s. 5; 24 & 25 Vict. c. 100 s. 60, &c.) A great many absurdities are, however, still unprovided for by the Legislature. A is indicted for larceny; the evidence adduced in support of the charge fails, because the crime (if any) is one of false pretences. So that unless there is a second indictment for false pretences, in which exactly the same ceremony is gone through, A. cannot be convicted. Or, again, A. is charged with rape, but the evidence only warrants a conviction for an indecent assault; here, again, the prisoner cannot be convicted of a misdemeanor, which is not an attempt to commit a felony, so as to bring it within 14 & 15 Vict. c. 100, s. 9. So that it is usually the practice, where it is at all doubtful whether the more serious charge can be substantiated, or even an attempt to commit it, to prefer a second indictment. The consequence is that there is frequently great waste of time with considerable extra expense, and no advantage whatever is gained by anybody. What possible reason can there be why in either of these cases—which are fair samples—A. should not be convicted under one indictment, and the jury find of which offence he is guilty? The evil is due to the present practice that prevails with reference to the drawing of indictments; and (even if the present classification of crimes is to continue) it is difficult to see how a prisoner could in any way be injured by the alteration we have proposed being adopted. Again, it is rather extraordinary that as the law at present stands, if A. is indicted for larceny, and is guilty of false pretences, he cannot be convicted; but if A. is indicted for false pretences, and is guilty of stealing, he may be convicted under the indictment. The statute 14 & 15 Vict. c. 100 s. 12—which enacts that "if upon the trial of any person for any misdemeanor it shall appear that the facts given in evidence amount in law to a felony, such person shall not by reason thereof be entitled to be acquitted of such misdemeanor; and no person tried for such misdemeanor shall be liable to be prosecuted for felony afterwards on the same facts unless the court before which such trial be held shall think fit, in its discretion, to discharge the jury from giving any verdict upon such trial, and to direct such person to be indicted for felony, in which case such person may be dealt with in all respects as if he had not been put upon his trial for such misdemeanor,"—omits to provide for the converse case of a person indicted for felony where the facts given in evidence amount in law to a misdemeanor. And the omission in this section is really more important than the provision contained in it. For instance, A. has been guilty of an offence certainly punishable as a misdemeanor at common law or by statute, and perhaps as a felony by statute, punishable by penal servitude for life. Here there must necessarily be two indictments, and it would be improper to proceed with the misdemeanor in the first instance, inasmuch as the criminal might escape with an altogether inadequate punishment if the facts warranted in law a charge of felony by statute being sustained. For although, under 14 & 14 Vict. c. 100, s. 12, such person would not be entitled to an acquittal of such misdemeanor simply because the facts amounted in law to a felony, yet he could not, by virtue of this section, be punished except for a misdemeanor. A good illustration of what we are alluding to occurred some little time ago on the Oxford Circuit, though it is only one among several cases of a similar kind. A pseudo clergyman had forged letters of order, or rather had altered the name of the person ordained deacon, so as to change it to his own. Unquestionably this was a forgery at common law, but the punishment which could be awarded was quite inadequate to the offence which had been committed. By 24 & 25 Vict. c. 98, s. 20, any person who, with intent to defraud, forges or alters a deed is guilty of "felony punishable with penal servitude for life." The prisoner was indicted for forging a deed under this statute, and a second instrument was also preferred, charging him with a misdemeanor at common law. Here the prosecution were compelled to proceed with the

more serious case first, but, though the prisoner was found guilty. Baron Bramwell expressed an opinion that the instrument was not a deed, and reserved the case for the opinion of the Court for the Consideration of Crown Cases Reserved, who quashed the conviction: (See 28 L. T. Rep. N. S. 452.) The second charge was gone into at the same time to prevent accidents, which was a mere repetition of all the former trial. Now if, under the 14 & 15 Vict. c. 100, s. 12, a prisoner whose offence, though alleged to be misdemeanor, turns out to be a felony, could be punished for such felony, no miscarriage of justice could occur, and the proceedings in many cases could be very considerably curtailed. But another alteration is likewise required, which is that a person who is indicted for a felony should not be entitled to be acquitted if his offence turned out only to be a misdemeanor, but should be punished for such misdemeanor. That such an amendment is necessary to promote the due administration (so long as the present system continues) of justice, the annals of our law courts too plainly show. Only a few months ago a case came before the judges of the Court for Crown Cases Reserved, the result of which is rather shocking to one's common sense, although the judgment of the court was clearly in accordance with the law as it at present stands. The case we allude to, *R. v. Thomas* (44 L. J. 42, M. C.), the prisoner was tried on an indictment for uttering counterfeit coin after having been previously convicted of a like offence. Under 24 & 25 Vict. c. 99, s. 12, a person who utters counterfeit coin, and has been previously convicted of a like offence, is guilty of felony; and the 57th section directs that the offender shall, in the first instance, be arraigned upon so much only of the indictment as charges the subsequent offence, and that the jury shall be charged, in the first instance to inquire concerning such subsequent offence only. The indictment charged an unlawful uttering in the first count, and next that he had been previously convicted, and then states the legal conclusion that he therefore feloniously uttered the coin. At the trial, Thomas was found guilty of the unlawful uttering, by itself a misdemeanor only, but the previous conviction was clearly negatived. The result, accordingly, was that the prisoner was found guilty of a misdemeanor upon a count of an indictment, which count, in fact, charged him with a felony, consisting of two elements, namely, a misdemeanor and a prior conviction. The question reserved was whether Thomas had been legally convicted of a misdemeanor; in other words, whether the averments in the first count were divisible. The conviction was quashed. Lord Chief Justice Coleridge, said: "By the law of England felony and misdemeanor are different offences, and to be treated differently, so that upon an indictment for the one you cannot convict of the other, except under the provisions of some statute. . . . The compound offence makes up the felony, but one portion of it is withheld from the jury till the previous portion has been decided; but unless both ingredients concur the compound offence is not made up. One ingredient the jury found to exist, the other they found not to exist, and their two findings, taken together, fail to make up the compound offence. The man was indicted for felony, was tried for felony, but not convicted of felony. No statute exists in this case which can be applied to make lawful a conviction for misdemeanor. It is not within our duty to make laws, but only to interpret the law as it now exists." Now, it is clear that no detriment whatever could have arisen to the prisoner from a conviction of misdemeanor on the indictment on which he was tried; the offence of which he was guilty was fully charged, and he had had the benefit of his challenges, which he would not have been entitled to had he been tried merely for the misdemeanor. The conclusion, therefore, arrived at, though inevitable, was certainly very absurd.

It appears, therefore, that the 14 & 15 Vict. c. 100 s. 12, in order to have a really beneficial operation, and sweep away all the incongruities which at present exist, ought so to be framed as to admit of a person who is indicted for a felony being convicted of a misdemeanor and punished accordingly, and *vice versa*. This result could probably be best accomplished by framing the section as follows: "If upon the trial of any person indicted for any felony, it shall appear that the facts given in evidence amount in law to a misdemeanor, such person shall not by reason thereof be entitled to be acquitted; but the jury shall be entitled to return as their verdict that such person is guilty only of such misdemeanor, and thereupon such person shall be liable to be punished in the same manner as if he had been convicted upon an indictment for such misdemeanor; and if, upon the trial of any person indicted for misdemeanor, it shall appear that the facts given in evidence amount in law to a felony, such person shall not, by reason thereof, be entitled to be acquitted, but the jury shall be entitled to return as their verdict that such person is guilty of such felony, and thereupon such person shall be liable to be punished in the same manner as if he had been convicted upon an indictment for such misdemeanor; and no person so tried for felony or misdemeanor shall be liable to be afterwards prosecuted for felony or misdemeanor on the same facts." There should also be a proviso enabling a jury to return an open verdict of guilty in cases where it appears to be doubtful whether, in point of law, the offence amounts to a felony or misdemeanor, and a

consideration of Crown Cases Reserved to decide whether the verdict should be for the graver or minor offence.

Lastly, in certain cases great inconvenience results from the comparative inequality of the punishment. An old offender, who has been guilty of a simple larceny after a previous conviction, may be sent to penal servitude for a term of ten years, and cannot be sentenced to a less term than seven years, while a man may be repeatedly convicted of the crime of false pretences without being liable to any heavier punishment than five years penal servitude. A second conviction for certain misdemeanours undoubtedly should be attended with the same consequences as a second conviction for felony.

If the present classification of crimes is to continue, the reforms we have suggested in our statute law appear to be indispensable if justice is to be properly administered. The question whether the distinction between felonies and misdemeanours ought altogether to be abolished, or at least considerably modified (which, if practicable, would be far preferable to patching up the present system), we must leave for a future occasion.

#### SURVIVORSHIP.—ITS PERIOD, ITS MEANING.

WAITE v. VARAH (34 L. T. Rep. N. S. 437).

(Continued from page 153.)

HAVING continued our selection of cases as to the period of survivorship down to the most recent reported, we now proceed to consider those in which survivor has been interpreted to mean other. The last case on this head was decided by the Court of Appeal only a few days since, and is by name *Waite v. Varah*. The primary or etymological meaning of the word survive was discussed in *Waite v. Varah* as it had been previously in *Re Clark*, where Lord Justice Knight Bruce was of opinion that it might be held without impropriety that the words "who shall survive me" mean who shall be living after me, and he was not sure that that was not their strictly correct meaning. He accordingly, with Lord Justice Turner, construed a gift by will to M. C. for life, and after her death to "all and every the children of the said M. C. who shall survive me," so as to include children of M. C. born after the death of the testator: (*Re the Estate of Clark, deceased, and Re the Covent Garden Approach and Southwark and Westminster Communication Act 1857*, 3 D. J. & S. 111.)

In *Doe v. Wainwright* (5 Term. Reps. 427) the limitations by deed were to tenants for life, and then to the child or children of one of them in tail as tenants in common, and in case any such child or children should die without issue of his or their bodies, then the part of such child or children should be and remain to the use of the surviving child or children, and the heirs of his, her, or their bodies issuing, and in case all the said children should die without issue, then to remain over in fee. In construing the limitations, Lord Chief Justice Kenyon considered that it was not a question of implication, for cross-remainders to some extent had been created; the extent was the question. Did the creation include not only the individual children, but the several lines of those children? The word "surviving" here, as in the other cases, created the difficulty; or, to use the expression of the Chief Justice, was "the only word that distressed the case." The distress was, however, relieved by the use in the ulterior limitation of the word "all": "In case all the said children shall die without issue, then over and accordingly cross remainders amongst the childrens' children, as well as amongst the children, was held to be the requisite construction." His Lordship also remarked that no technical, precise form of words is necessary to create cross remainders; it is sufficient to say that there shall be cross remainders, though in the verbosity of conveyancers an abundance of words is generally introduced in deeds for this purpose.

In *Milsom v. Audry* (5 Ves. 465), Lord Alvanley, after considerable hesitation, adopted the strict construction of the word survivor. On the other hand, the great and experienced mind of Lord Chancellor Eldon, in *Wilmot v. Wilmot* (8 Ves. 10), in order to give effect to the intention construed the word as other. In *Eyre v. Marsden*, Lord Langdale (2 Keen, 564), and on appeal, Lord Chancellor Cottenham (4 M. & Cr. 231), made a similar construction. Vice-Chancellor Shadwell, in *Acton v. Brooks* (7 Sim. 204), and *Hawkins v. Hamerton* (16 Sim. 410) did the same.

*Smith v. Osborne* (6 H. L. Cas. 376) contained a gift to two as tenants in common in tail; and if either should die without issue, to the survivor in tail, and if both so died, then over. Upon this case the Irish Master of the Rolls, whose judgment was cited with great respect by Vice-Chancellor James in *Badger v. Gregory* (English L. Rep. 8 Eq. Cas. 78) remarked that such gifts are evidently intended to provide for the line of issue of each of the persons first named, as well as for those persons themselves. By survivorship is meant the continuation of the lines to be provided for, and the devise to the first taker is expressly of a transmissible estate, and not merely for life. The same result has been held to follow on similar reasoning, when the first devise is not of an estate tail, but the will gives life estates with limita-

tions expressly to the issue followed by a gift to survivors and their issue, and a gift over on failure of all and their issues: (*Browne v. Bainsford*, Ir. L. Rep. 1 Eq. 384). The cases of *Re Thorpe* (1 De J. & S. 453), *Hurry v. Morgan* (L. Rep. 3 Eq. 152), *Holland v. Alsop* (29 Bea. 438), and *Re Keep's Will* (32 Bea. 122), and also *Browne v. Bainsford* itself were similar to *Doe v. Wainwright*, in that the ulterior limitation was in case all the children died without issue.

In *Re Corbet's Trusts*, Vice-Chancellor Wood (as Lord Alvanley had done before him) adopted the strict construction, considering that the later authorities leant more strongly than the early ones thereto.

In *Re Corbet's Trusts* (Johnson 591), was as follows: Favouring the literal and strict interpretation, the Vice-Chancellor held that a legacy in trust for A., and to pay the income to her, with limitations over to her issue, and to the survivors of A., B., and C., and their issue, vested absolutely in A., on failure of the subsequent limitations. He also held, on a gift to a class and their issue, and in case of the death of one without leaving issue, to the survivor, or survivors and their issue, that the word survivors could not be read other, merely on the ground of the improbability if the testator intending the interests of the issue to depend on the period of their parent's death.

In *Re Ustick* (35 Bea. 338), the Master of the Rolls refused to construe the word as other. But *Smith v. Osborne* (6 H. L. Cas. 375), is an authority for less strictness, though some observations of Lord Cranworth are to the opposite effect. In *Badger v. Gregory* (21 L. T. Rep. N. S. 137; L. Rep. 8 Eq. Cas. 78), Vice-Chancellor James was satisfied that there was nothing in the contents of the will to distinguish the case from the many reported cases in which, in favour of the general intent the word survivors had been construed others. He thought that there was some vernacular not in uncommon use with testators, in which the word is used in that artificial sense, or that there is a great liability in testators to fall into the same mistake of using the one word instead of the other. In *Waite v. Varah* Lord Justice James stated that he adhered to his decision in *Badger v. Gregory*; he desired to uphold decisions; this being so the early decisions were of no consequence. We think the Lord Justice unduly depreciated the early decisions, for Lord Chief Justice Kenyon, Lord Chancellor Eldon, Lord Langdale, Lord Chancellor Cottonham, and Vice-Chancellor Shadwell, had, as we have shown, preceded him in taking the less strict construction.

In *Re Charles' Trusts* (9 L. Rep. Eq. 378; 22 L. T. Rep. N. S. 151), the testator bequeathed his residue to his wife for life, and after her death one-fifth thereof unto each of his sons, J. and C., absolutely, and to be paid and transferred to them respectively, or to such of them as should be living at the decease of the wife, or the children of such of them as may be then dead, the children taking the deceased parent's share, with benefit of survivorship between the two sons in the event of either dying without issue in the lifetime of the testator. C. survived the testator, but died a bachelor in the lifetime of the widow; J. survived the widow. Vice-Chancellor Malins was of opinion not only that it was the general intention of the testator, but that it is the result of the grammatical construction of his language, that if one son died before the tenant for life, the son who survived the tenant for life should take two-fifths. It may or may not have been the general intention, but the grammatical construction of the language gave the "benefit of survivorship as between the two sons, in the event of either dying without issue, in his (the testator's) lifetime."

In *Re Arnold's Trusts* (23 L. T. Rep. N. S. 337; 39 L. J. 875, Ch.; L. Rep. 10 Eq. Ca. 252) Vice Chancellor Malins construed other surviving as other; and in *Burt v. Hillyer*, Vice-Chancellor Malins held an executory bequest to surviving children or their families to mean other children living at the time of possession and the families of such of them as were dead (L. Rep. 14 Eq. Ca. 180). In *Melson v. Giles* (L. Rep. 5 C.P. 614; 39 L. J. 325; 22 L. T. Rep. N. S. 797) the general intention was held to govern.

In *Wade v. Littlewood* (L. Rep. 8, Ch. App. 73), Lord Chancellor Selborne said he did not entirely assent to language which is to be found pervading almost all the cases upon questions of this kind; that the question is whether the word survivor is to be read other. He thought there was certainly a very strong probability that anyone using the word survivor did not precisely mean other by it, but had in his mind some idea of survivorship, and if the question was simply whether you were to turn it into other and say it was used merely by mistake for the word other, which was the true word to express the testator's meaning, there was undoubtedly a strong *onus probandi* cast upon anyone who would do that violence to the literal meaning of the word. On the other hand he thought it would be a strange thing to

hold that so many testators were in the habit of using the word survivor when they simply meant "other." Generally speaking a reason of some kind will be found for the use of the word "survivor" where it occurs, though it may very possibly be, and often in these cases is, an imperfect expression not expressing completely and exhaustively the whole intention. If no such explanation can be suggested it is a strong argument against any construction that would reject the word in its proper and primary meaning altogether, and substitute a word which has a different meaning. Nevertheless, Lord Chancellor Selborne, like other able judges, particularly Lord Chancellor Westbury, in *Rolfe v. Perry* (9 Jur. Rep. N. 853; L. T. Rep. N. S. 441) was of opinion that there can be nothing more certain than that every will is to be construed by itself, not with reference to other wills.

In *Cross v. Malby* (L. Rep. 20 Eq. Ca. 378), a testator directed the income of the residue of his estate to be divided between all his sons as tenants in common, with benefit of survivorship between them, in case any or either of them should die without issue, and in case any child or children, who should be entitled under the trusts of his will to any principal, money, or income, should die leaving issue, the principal money or share from which the interest of such child or children should be derived, should go and be divided amongst such issue as tenants in common. He left five sons; two died leaving issue, three died without issue; the last survivor was one of the three. Vice-Chancellor Malins thought that there was no magic in the word survivor, that it must be read as other whenever the meaning rendered it necessary, and that the "benefit of survivorship" meant that it was to go over if anyone died without issue.

We now come to the most recent decision, *Waite v. Varah*, which not only confirms the doctrine as to intention, but will, doubtless, be considered to have settled the law for some time to come. It brings us back to one of the earliest decisions, viz., that by Lord Kenyon, in *Doe v. Wainwright*.

By will a fund was conveyed to trustees who were to pay the income in equal portions to the three children of the testator during their lives, and after the death of each child the share of the fund to which such child was to be entitled for life, was to go to his issue. And in case, and so often as any of the three children should die without leaving issue, the share as well original as accruing, to which such child should become entitled for life, was to be in trust for the survivors or survivor of the children for their, his, or her respective life or lives in equal shares if more than one. And after the death of each survivor the surviving or accruing share to which such survivor should become entitled for life, was to be in trust for his or her issue. And in case all three children should die without leaving issue the fund was to be in trust for the representatives of the survivor. The three children survived the testator, and they died, only one of them, the one who died second, leaving issue. Vice-Chancellor Hall held that his issue was entitled to the whole fund. The assignee from the child who died last of half the fund appeared.

In this very important case, decided by the Court of Appeal March 17th ult., Lord Chancellor Selborne's judgment in *Waite v. Littlewood* was held to be undistinguishable and to govern. Lord Justice Baggallay thought the question was one between the liberal interpretation and the testator's intention, ascertained from the whole will and a modified interpretation. Vice-Chancellor Hall, in adopting the former, had not agreed with Vice-Chancellor Wood, in *Re Corbet's Trusts*. But the testator's three children were the primary objects of his bounty, and equality between the three stirpes was a fair inference. The liberal interpretation in this case would make the issues right to the corpus depend upon surviving the parent—a most unlikely intention. It would also make an intestacy of the corpus. But neither intestacy nor caprice would justify receding from the liberal interpretation unless the whole will required it. There were numerous other indications and certain provisions, though insufficient to effect the intention, were not inconsistent with cross limitations. Lord Justice James agreed, and was of opinion that they must overrule or follow Lord Selborne's decision. The court ought not to look for minute differences in words, but adhere to general rules in order to avoid the heart-burning of litigation. The object in cutting down the life estates was to benefit the children, and he adhered to his own decision in *Badger v. Gregory*. Lord Justice Mellish agreed the will contained one disposition of property expressing an intention to benefit three children and their issue. One clause alone might not raise an estate in the issue, but the pronoun all in the expression "all my children dying without issue" was most important.



## SOLICITORS' JOURNAL.

By fits and starts our columns are inundated with correspondence on one of those many professional questions which every one must wish—for the sake of peace and quiet—to bury and forget, but which will remain as long as the world lasts or until the cause for such grievances is rooted out. We allude to the ten years' clerks question, in regard to which many letters by solicitors and ten years' clerks have been addressed to us during the past few weeks, and including our present issue. The origin of this most recent ebullition of professional feeling on the subject is to be traced to the annual provincial meeting of the Incorporated Law Society held at Oxford last month. On that occasion the whole question was discussed, and some very hard things were said of the ten years' clerks, while some of the objections then raised to the present system of admitting ten years' clerks were certainly neither new nor ill founded. At the Oxford meeting, Mr. Dodd, M.P., a member of the Council of the Incorporated Law Society, said that the educational standard for admission on the roll was at present far too low, and in this opinion we are disposed to concur. Mr. Dodd naturally came during his observations to the ten years' clerks, and said, "I think we should bring our influence to bear upon the judges to prevent the preliminary examination being dispensed with, as it has been systematically for years in the case of ten years' clerks." This is strictly true, but, on a reference to the last annual report of the Council of the Incorporated Law Society, we read that some of the judges have expressed a wish to consult with the council before giving ten years' clerks the relief from the preliminary examination which they have usually hitherto enjoyed. One of the judges went the length of saying that the opinion of the council on this matter, and in such applications, "would always be of great assistance," and the annual report proceeds, "the council have reason to believe that their correspondence with the judges on this subject has been attended with beneficial results, for it is now the practice for two of the judges to consult the council before deciding upon cases of this kind." We can only hope that all the other learned judges will in time pursue a similar course, which, we venture to think, ought to be followed, not less in the interests of the public than for the purpose of keeping up the tone of the Profession. The feelings of solicitors can best be gathered from the fact that an observation at the Oxford meeting by Mr. Smith, of Sheffield, to the effect that "as long as ten years' men are admitted without having to pass the preliminary examination, they would never be able to purify the Profession," was met with loud applause. The preliminary examination has been in vogue since 1866, and no ten years' clerk can now say he entered a solicitor's office hoping to get admission into the Profession at a time when this examination was not heard of. The examination, moreover, cannot be said to be so severe a test as to amount to an insurmountable impediment to capable men. Further, if the Legislature had intended that ten years' clerks should be exempt from passing the preliminary examination it could have so enacted in the 4th section of 23 & 24 Vict. cap. 127, which already offers a boon to ten years' clerks by relieving them from two years' service under articles, which is no mean concession in their interest and in their favour, but further, if the Legislature had so provided, then the whole *raison d'être* of the preliminary examination would at once disappear, for the evident object of this requirement was to keep men out of the Profession whose general education was of so low an order as to unfit them for a profession in which the best education is none too good. Again, sect. 8 of the Solicitors' Act of 1860 gives the judges power to make regulations for an examination in general knowledge, either before articles or before admission, and a much more reasonable rule would be for the judges to refuse to grant orders dispensing with this examination, but to grant orders in the case of ten years' clerks, allowing them to present themselves at any time before admission on the roll. We are convinced that the power given in the last clause of this sect. 8 never contemplated the wholesale exemption in favour of ten years' clerks, that has so long obtained. Solicitors are however, often themselves responsible for the admission of men, not regularly qualified. It is no uncommon thing for a solicitor, having a useful clerk, to give him articles, simply because by so doing he can secure greater ease and leisure thereby. We could point to many cases in which this has been done in the face of protests by local practitioners who may be regarded as first class men, who labour to uphold the character and social position of their Profession in the locality in which they practise; But we do not wish to be misunderstood. We "into the ranks of our Profession all men" "an years' clerks, have shown

themselves fitted on social as well as professional grounds to become solicitors. The more they are the better we shall be pleased, not only because true merit should find its own reward, but because by recruiting our ranks in the direction indicated we add strength and power to our Profession. Subject to compliance with the necessary tests as to education, no reasonable objection can be made to ten years' clerks.

A QUESTION of interest, and indeed importance, to solicitors was raised on Tuesday last in the Queen's Bench Division of the High Court, before Field, J., in a case of *Reg. v. Jervis*. The trial of this criminal case had been removed from the court below by *certiorari*, and both when the matter was before the magistrates and subsequently, when the usual recognizances were entered into at the time of the writ of *certiorari* being granted, a solicitor (Mr. George Lewis) became the surety of the defendant. On learning this fact the learned judge is reported to have said: "I thought it was not considered a right thing that a solicitor should be accepted as bail for his client." In point of law there is no ground whatever for objection, and we should be glad to know in what light it can be considered a wrong thing for a solicitor so far to befriended his client. Solicitors seldom do this, and it is not a course we can recommend, but there may be, indeed often are, circumstances in which it almost becomes the duty of a solicitor to step out of the way thus to assist a client under duress of imprisonment. A notable case occurred not long ago, in which a little girl was charged with stealing some flowers, and the justices having decided upon an adjournment, the solicitor for the defence, from benevolent motives, offered himself as bail, and after some hesitation on the part of the Bench, he was accepted, and the child liberated. This case was referred to by some of the daily papers under the heading of "Justices' Justice," the conviction of the child, which subsequently followed, being condemned by the lay press generally. If Mr. Justice Field—for whose opinion on a professional question of this kind we entertain much regard—would have it go forth to the Profession that a solicitor is doing a wrong thing in offering himself as bail, and that magistrates do a wrong thing in accepting such bail, we venture to protest against this view. We can go no further than to say that generally it is not desirable or expedient, but that it must depend in each case whether a solicitor may offer himself, and if he offers himself it should be considered incumbent on the Bench to accept him as bail, unless, of course, there were any circumstances pointing to the presumption that the defendant and the solicitor were conspiring together to defeat the ends of justice, and which, of course, is possible under any circumstances, and with laymen as well. And here let us say that nothing would be more cruel or unjust than to impute to a solicitor some sinister or corrupt motive merely because in the largeness of his heart, and convinced of the innocence of his client, he steps forward to accept a responsibility outside his professional services. We cannot advocate solicitors taking such extra professional responsibilities, but when we find it resting upon them we can only complain that they have been more benevolent than prudent.

THE following are among the solicitors who were on the 9th inst. elected chief magistrates of cities and boroughs in England and Wales: Brighton, Mr. C. Lamb, admitted Easter Term 1840; Cambridge, Mr. Frederick Barlow, admitted Trinity Term 1833; Dorchester, Mr. H. Lock, admitted Michaelmas Term 1835; Dover, Mr. Alderman Fielding, admitted Michaelmas Term 1849; Gloucester, Mr. Anthony Jones, admitted Hilary Term 1833; Manchester, Mr. Alderman Heywood, admitted Hilary Term 1849; Newark, Mr. W. E. Tallents, admitted Michaelmas Term 1864; Peterborough, Mr. Andrew Percival, admitted Michaelmas Term 1839; Tiverton, Mr. G. W. Cockram, admitted Hilary Term 1847; Truro, Mr. J. G. Chilcott, admitted Hilary Term 1840; Wakefield, Mr. W. H. Gill, admitted Trinity Term 1839; Wigan, Mr. Alderman W. Mayhew, admitted Easter Term 1860. We shall publish a supplemental list in our next issue.

A CASE of *Re Elliott* before the learned judge of the Croydon County Court, and reported in our last issue, page 30, calls for comment. This was a motion for the removal of proceedings under sect. 80 of the Bankruptcy Act 1869, on the ground that the petitioning creditor was a client of the learned registrar of the Croydon County Court (Mr. W. H. Rowland). No doubt there are many County Court registrars who, by their indiscreet action in rendering professional service to those who are brought, or who come before the courts of which they are registrars, lay themselves open to adverse criticism by their professional

brethren. Without casting the slightest imputation upon the learned registrar in this case, it is perfectly clear that some such feeling as the one we have described exists between him and the one hand and some of those solicitors who practice in his court on the other. And the step taken by the eight solicitors who presented a memorial to the judge upon the same point naturally suggests that it was considered as some such feeling existed. The learned judge way out of the supposed difficulty, which in this case, we cannot but think never existed, by pointing out that his registrar should not send any case to him (the judge), in adjudication if the registrar was in any way interested in it, professionally or otherwise. We doubt this should be so, but, speaking generally, we are of opinion that the time has come when County Court registrars should be prohibited from practising in the district within which is court of which they are registrars are situated. This is rendered more than ever necessary, in all events desirable, by the creating of class registries under the Judicature Acts. The jurisdiction of County Courts is three times what it was ten years ago. Of course the restriction which we advocate should be accompanied in all cases by an increase in the remuneration of the learned gentlemen, commensurate with the responsible and quasi-judicial office which they fill to the entire satisfaction of the public.

ALTHOUGH in the time of Queen Anne no man could be admitted on the rolls of any court as a solicitor until admitted of one of the Inns of Court, thereby justifying the contention that solicitors and students for the solicitors' profession, may now fairly ask to be allowed to participate in the wealth of the Inns of Court as applied to legal education; and notwithstanding the demand for a school of law and the reform of the Inns of Court, yet the Bench are as rigid as ever in their exclusion of those who belong to the solicitors' branch of the Profession. For instance, the Bench of the Middle Temple have determined to send annually to students of their society four scholarships of the value of 100 guineas each, and four of 50 guineas each, under such regulations as may be recommended by a committee to be nominated for the purpose. It is hopeless to look for any such scheme in which the narrow prejudices of long days shall find no place, and thus some substantial reform in regard to legal education in this country is nearer than ever. It is impossible to doubt that the solicitors' profession in earlier times contributed largely to what now constitutes the wealth of the Inns of Court.

THE following has appeared in a Manchester newspaper of very recent date:

FOR Legal Advice at a vast saving in any matter of law apply to Mr. Medway, solicitor, 30, New-street, Great Ancoats, between 7 and 8.15 p.m. Can anything be worse?

## SUPREME COURT OF JUDICATURE

COURT OF APPEAL (WESTMINSTER).

Wednesday, Nov. 15.

(Before KELLY, C.B., MELLISH, L.J., and BRETT and AMPHLETT, JJ.)

SHIELDS AND CO. v. THE FELLING COAL, IRON, AND CHYMICAL COMPANY.

"No issue to try"—Duty of Judges.

This case raised a curious question as to the operation of the new system. The claim was for £70 for work done in repairing boilers, and the defence was that the work was not done properly, so that £20 was sufficient. The Exchequer Court sent it to the County Court of Northumberland for trial, and the judge sent it back, as there was, he said, "no issue to try," and two of the judges of the Exchequer Division—Kelly, C.B. and Pollock, B.—thought that he was right, thus leaving the case undecided. The plaintiff appealed against this decision, and as Kelly, C.B. was a party to it, he did not take his seat until it was heard.

G. Bruce appeared for the appellant.

THE COURT were quite clear that the County Court judge was wrong, and that, therefore, the decision of the judges in the Exchequer Division upholding it was also wrong, for the substance of the order was that the County Court judge should decide the case.

MELLISH, L.J., said the County Court judge ought to have been astute to find grounds for deciding the case instead of being astute in finding reasons for not deciding it.

BRETT, J.A., said there were not now, strictly speaking, "issues" of mere fact, the facts being set forth by both parties fully in their statements, and on those statements of the case it was not that there were "issues" to be tried, but a case to be determined.



CLARK v. CALLOW.

*Pleading—Statute of Frauds.*

as illustrated very well what will be the effect of the new system shortly to come into operation under the Act of last session. The defendant, a dealer, entered into an oral contract with the plaintiff, a farmer, to buy of him sixty quarters of barley, at 39s. a quarter, according to sample and upon certain terms, one of which was that the barley was to be delivered at the Marsh Railway Station. The defendant delivered there, but was not accepted, the amount was above £10 it was necessary under the Statute of Frauds, that there should be a contract in writing or an actual delivery and acceptance, which it appeared the defendant denied. The plaintiff in his statement stated the alleged contract, and alleged that the barley was delivered to the defendant at Marsh Station and there received by him. The defendant in his statement denied the case denied the plaintiff's statement, but stating in terms that the contract was alluding in any way to the Statute of Frauds denied the delivery of the barley. The defendant tried at the Assizes at Oakham, before Mr. Field, who, when the defence of the Statute of Frauds was set up, refused to entertain it, and left the question to the jury as to whether the barley, and its being according to sample, and the jury found for the plaintiff for the defendant moved in the Queen's Bench, where the action was brought, to set aside the verdict, on the ground that the question of the Statute of Frauds was really raised, the claim alleged that the barley was to be delivered and received by the defendant, statement of the defence denied it. The case was moved before two other judges, Sir James and Mr. Justice Quain, who had a great deal to say in getting accurately at the facts on the facts of counsel; but in the result they gave judgment for the plaintiff, confirming the view of the court at the trial, and now there was a unanimous decision. Under the new system the case would be moved before the judge who heard the case, and who would have a perfect knowledge of it, having all the evidence on his mind who at the trial would have the power to take into consideration, if necessary, until he was satisfied and could consult the books, and counsel on the question, as Mr. Justice

Field (with Tapping), for the defendant, said this court to set aside the judgment, found that the defence of the Statute of Frauds was really raised between the parties. The court, however, thought otherwise, and would not entertain the application, thus upholding the judgment for the plaintiff. They thought that the defence of the Statute of Frauds was not raised by the defendant, as there was no allusion to it in his statement of defence, the only question raised was as to a contract, which was proved. In this respect there was no difference between the new system and the old, that a party could not at the trial raise a defence he had not set up in his statement of defence.

C.B. said.—If the defendant had intended to admit an oral contract to the effect that he should have said so, and insisted on it, and then the plaintiff replied that the barley was accepted, the defendant could have denied, and thus the question would have been distinctly raised. It was possible to tell from the statement of defence which did not refer to the statute, that it was intended to set it up, for many men thought it discreditable to rely

on it. L.J. concurred.—The object of the Statute was that if a party intended to rely on it he should say so.

J.A. was of the same opinion.—As a rule all that was required by the new system was that the parties should state facts, to the judge thereupon to eliminate the dispute. But where the defence was a defence under the Statute of Frauds—it should be distinctly referred to, for such a defence implied that there was a contract, in fact an oral statement, and the defendant, if he intends to rely on it, should say so, and set it up distinctly. J.A. also concurred.

*Judgment for the plaintiff.*

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Wednesday, Nov. 15.

*Trial by jury.*

On behalf of all parties to the legal action of *Cave v. Mackenzie*, for as to the trial thereof, which, he submitted to be by jury, provided this branch

of the court could have a trial before it with a jury. The case, it may be remembered, is the one in which the defendant gave notice requiring a trial by jury; and his Lordship directed issues to be tried by Baron Huddleston, at the last Hertfordshire assizes, which were not tried for want of time, or some other reason.

JESSEL, M.R., said it was a singular thing that since the coming into operation of the Judicature Acts he had directed issues in three cases only, and in each of those cases, from causes over which he had no control, the order had proved abortive. According to his recollection of the present case, it was one which ought not to be tried without jury, the question being simply whether somebody bought property on his own account or as agent for another person. If the parties really wished for a trial by jury he would do his best to gratify them by directing fresh issues, but he was determined not to try any case with a jury unless and until the Court of Appeal should decide that he had power so to try a case.

SPECIMEN OF A DIGEST OF THE LAW RELATING TO SOLICITORS OF THE SUPREME COURT.

ARTICLE I.

DEFINITIONS.

A SOLICITOR of the Supreme Court is an officer whose duty it is, when retained for the purpose, to act for a party to an action or any other judicial proceeding, and to do all things necessary to prosecute or defend in behalf of the party so retaining him.

The person so employing or retaining a solicitor is called his client.

NOTE 1.

Formerly the name of attorney-at-law, solicitor, and proctor were applied to those officers who practised in courts of common law, courts of equity, and in the Ecclesiastical and Admiralty Courts respectively; but since the Judicature Act 1873 came into operation "Solicitor of the Supreme Court" is the appropriate description of all persons hitherto admitted, or who might hereafter, but the passing of the above Act, be designated as solicitors, attorneys, or proctors of any court whose jurisdiction has been transferred to the High Court of Justice or the Court of Appeal.

Judicature Act 1873 (36 & 40 Vict. c. 66), s. 87.

The term "attorney" was common to attorneys of the Superior Courts of Law at Westminster, of the Courts of Common Pleas of Lancaster and Durham. These courts, as well as the High Court of Chancery, the Admiralty, Probate, and Divorce Courts, have been absorbed in the High Court of Justice.

Ib. sect. 10.

All solicitors of the Supreme Court are now admitted by the Master of the Rolls. As far as circumstances will permit, they are entitled to the same privileges and subject to the same obligations as if the Judicature Act had not passed.

Ib. sect. 87.

NOTE 2.

The above definition is limited to solicitors, *qua* solicitors. It does not, of course, include the various vocations followed by solicitors in addition to their professional duties as solicitors, such, for instance, as those of conveyancers, estate agents, house agents, notaries, parliamentary agents, patent agents, and the like; nor does it include the various offices and employments commonly filled by solicitors, such as those of clerks of the peace, town clerk, vestry clerk, commissioners to take oaths, and the like.

ARTICLE 2.

WHO MAY BE A SOLICITOR.

No person may be admitted as a solicitor unless he has been bound by contract in writing to serve as clerk during a prescribed term—that is to say, for five years as a general rule, but in exceptional cases for terms of three or four years, to a practising attorney or solicitor in England or Wales, and has duly served under such contract during such period, and passed the examinations prescribed.

6 & 7 Vict., c. 73, s. 3; 23 & 24 Vict. c. 127.

ARTICLE 3.

SUMMARY OF CONDITIONS TO BE FULFILLED PREVIOUS TO ADMISSION.

(a.) As to the clerk.

1. He must be of proper age on being articulated.
2. He must hold no other office or employment during the period of his articles.
3. He must pass the prescribed examinations.

(b.) As to the solicitor to whom the clerk is articulated.

1. He must be a practising solicitor.
2. He must be practising for himself and not employed as writer or clerk by another solicitor.
3. He must not have more than two articulated clerks.

(c.) As to the service.

1. It must be for the whole period prescribed.
2. It must be continuous.
3. It must be in the business of solicitor.

(d.) As to the contract of service (articles of clerkship).

1. It must be in writing.
2. It must be stamped.

3. It must be enrolled and registered.
4. It must be at least for the time prescribed by law.

ARTICLE 4.

THE AGE OF THE CLERK.

The earliest age at which a clerk should be articulated is the age at which he may be supposed to be capable of applying himself intelligently to the business of a solicitor.

NOTE.

No absolute time can be assigned. The earliest age at which a solicitor can be admitted being twenty-one, and the longest period of serving as articulated clerk being five years, the age of fifteen or sixteen seems to be indicated as the earliest age for entering into articles. The age of nine is too early: (*Re Donnan*, 3 Swanst. 96n.)

ARTICLE 5.

THE CLERK MUST PASS THE PRESCRIBED EXAMINATIONS.

Three examinations must, as a rule, be passed before a clerk is admitted:—

- (1.) The preliminary, before entering into articles.
- (2.) The intermediate, during articles, in one of the two terms next before, or one of the two terms next after, one half of his term of service.
- (3.) The final, before admission.

NOTE.

This examination consists of two parts:—

Part I.

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English grammar.
4. Writing a short English composition.
5. Arithmetic. The first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. English history.
8. Elementary knowledge of Latin.

Part II. Two of the following subjects:—

1. Latin.
2. Greek, modern or ancient.
3. French.
4. German.
5. Spanish.
6. Italian.

Persons who produce a certificate of having passed any one of the following examinations will not be required to pass this examination:—

Moderations at Oxford.

The previous examination at Cambridge.

Arts examination for the second year at Durham.

Matriculation (first division only) at Dublin or London Universities.

Barristers and graduates are also excused.

Reg. 2. Hil. Term 1868.

It has become a frequent practice for the judges to dispense with this examination in the case of clerks who have served ten years:

See the proviso 23 & 24 Vict. c. 127, s. 8.

Fees (on receiving certificate) in London, £1; in country, 2s.

NOTE 2.

The intermediate is an examination "in such elementary works on the laws of England as may be appointed by the examiners, and in book keeping." The candidate is required to give to the secretary of the examiners one month's notice in writing, and leave with him the articles and assignment (if any) duly stamped and registered, under which he is serving his clerkship, with answers to the questions as to his due service and conduct up to that time.

His certificate of having passed a satisfactory examination must be signed by at least the major part of the examiners present at and conducting the examination.

If he fails to pass he may present himself again in the next and following term without leave of the examiners before the expiration of the second term next after one half of his term of service.

Fees on giving notice, 5s.; on receiving certificate, 15s.

NOTE 3.

Where the service expires in vacation the examination may take place in the preceding term.

23 & 24 Vict. c. 127, s. 12.

This examination extends to all matters of business usually transacted by attorneys or solicitors.

Ib. s. 11.

Fees: 10s. on leaving articles of clerkship for inspection; 40s. for certificate.

ARTICLE 6.

THE SOLICITOR TO WHOM THE CLERK IS ARTICLED.

No attorney or solicitor shall have more than two articulated clerks at one and the same time, nor shall he take, have, or retain any such clerk after he has discontinued or left off practising as, or carrying on the business of, an attorney or solicitor, or whilst retained or employed as a writer or clerk by any other attorney or solicitor, service by any articulated clerk for and during the time his master shall be employed by another attorney or solicitor as writer or clerk, shall not be deemed or accounted as good service under the articles of clerkship.

6 & 7 Vict. c. 73, s. 4.

ARTICLE 7.

WHERE TWO OR MORE SOLICITORS ARE IN PARTNERSHIP.

Where two or more solicitors are in partnership each may have two articulated clerks. These, however, be a separate binding on each.

solicitors to whom the clerk is articulated. The clerk will then be deemed the clerk of each of the solicitors to whom he is bound, and neither of the solicitors will be allowed to have more than one other articulated clerk: (*Re Holland*, L. Rep. 7, Q.B. 297; 41 L. J. 141, Q. B.; 26 L. T. Rep. N. S. 289.)

#### Note.

Although articles may be entered into with more than one of the members of a firm, it is obvious that there are sound reasons why articles should be entered into with one partner only. During the continuance of the firm inconvenience results to the partner to whom the clerk is bound, in that none of them can have more than one other such clerk; to the clerk, in that he cannot continue to serve the firm upon a dissolution, but must in that event happen enter into fresh articles: (*See Ex parte Bayley*, 9 B. & C. 691.)

6 & 7 Vict. c. 73, s. 4.

#### ARTICLE 8.

##### OF THE LENGTH OF SERVICE REQUIRED.

As a general rule the articles of clerkship should be for five years. The following persons, however, may be admitted after three years' service:—

(a) The following graduates, provided their degree is not honorary, and\* provided it has been taken before they became articulated:

Bachelors of Arts or Laws, in the University of Oxford, Cambridge, Dublin, Durham, or London, or in the Queen's University in Ireland, or in any of the Universities of Scotland.

Masters of Arts or Doctors of Laws in any of the Universities of Scotland.

23 & 24 Vict. c. 127, s. 2, and \**Ex parte Bradford*, 1 E. L. & E. 417.

(b) Persons who have been *bona fide* clerks to solicitors for ten years.

Ib. s. 4.

(c) Writers to the Signet in Scotland.

Ib.

(d) Persons who have been called to the English Bar, and who either before becoming barristers have been bound as articulated clerks for five years, or who, after ceasing to be barristers, have been bound for three years, and have in either case continued in service for three years, provided that in the case of the former the term shall be determined by consent.

Ib. s. 3.

#### Note 1.

The clerk must go through the ceremony of being disbarred voluntarily by the Inn of Court of which he is a member: (*Ex parte Bateman*, 6 Q. B. 853.)

#### Note 2.

A rule of the Inns of Court precludes an articulated clerk from keeping terms.

(e) Members of the Faculty of Advocates in Scotland.

35 & 36 Vict. c. 81.

In the following cases persons may be admitted after a service of four years: Under regulations made by the judges, persons who have successfully passed examinations at the universities may be admitted after having been bound by and having duly served articles for four years.

Ib. s. 5.

#### NOTES OF NEW DECISIONS.

**COMPROMISE TO PAY COSTS—CAUSE OF ACTION—PROCEEDING CONCERNING PROPERTY—SECRETARY OF FRIENDLY SOCIETY.**—Plaintiff, a solicitor, sued the secretary of a friendly society upon a compromise in a County Court application for relief by plaintiff's client against the society under 18 & 19 Vict. c. 63, s. 41. The terms of the compromise were that the application should be withdrawn, that the society's appeal committee should entertain the complaint which they had previously refused, and that the society should pay the plaintiff's costs. Held, on demurrer, that a breach of this compromise was a good cause of action, and that this action was a proceeding concerning the property of the society within 18 & 19 Vict. c. 63, s. 19, so as to justify its being brought, under 21 & 22 Vict. c. 101, s. 7, against the secretary: (*Roberts v. Page*, 35 L. T. Rep. N. S. 325. Q. B. Div.)

**RULES OF COURT UNDER THE JUDICATURE ACTS—ORDER XXXVI., RULE 30—TRIAL BY REFEREE.**—Order XXXVI., rule 30, of the Rules of Court under the Judicature Acts, relating to trials by referees, is directory only. Therefore, where a special referee did not *sit de die in diem*, as prescribed by that rule, the court refused to set aside the award: (*Robinson v. Robinson*, 35 L. T. Rep. N. S. 337. C. P. Div.)

**PRINCIPAL AND SURETY—DISCHARGE OF SURETY BY ALTERATION IN ORIGINAL CONTRACT—DIVISIBILITY OF THE SECURITY—KNOWLEDGE OF THE SURETY.**—If the principal creditor deprives the surety of any right he would have had against the original debtor, even though the surety is benefited thereby, the surety is discharged. Although the surety is aware that an alteration is being made in the original contract, he is not bound to express his dissent to the: (*Polak v. Everett*, 35 L. T. Rep. of App.)

**MONEY RECEIVED—FAILURE OF CONSIDERATION—FRAUD.**—Defendants, a limited company, had patented in England a process for utilising sewage. Plaintiff, acting ostensibly on his own account, but really on account of the company, bought from defendants, for £15,000, a grant of the exclusive right to use their process in Berlin. Plaintiff then conveyed his interest to L. for £30,000, and L. conveyed it for £30,000 to H.'s clerk, in trust for the intended Berlin company. The Berlin company was formed, and issued a prospectus, stating that they had the exclusive right to use defendants' process in Berlin. The £30,000 was paid to H., who kept £15,000 and paid £15,000 to defendants in satisfaction of plaintiff's obligations. The object of the scheme was to float the Berlin company, in which H. was interested. No exclusive right had been or could be obtained in Berlin, and plaintiff and H. knew this, but defendants' directors did not. In an action to recover the £15,000 paid to defendants, Held (affirming the judgment of the Queen's Bench Division), that plaintiff was not entitled to recover, because, knowing that there was no Berlin patent, he had only bargained for an ostensible grant, which he had got, and because his claim was founded on fraud, and a rule to enter the verdict for defendants was made absolute: *Begbie v. Phosphate Sewage Company (Limited)*, 35 L. T. Rep. N. S. 350. Ct. of App.)

**MARRIAGE SETTLEMENT—DECREE ABSOLUTE FOR DIVORCE—VARIATION OF SETTLEMENT AFTER DECREE ABSOLUTE.**—Where the court has varied a settlement after decree absolute for a divorce, and ordered payment of a fixed income to the wife, if she be an innocent party, the court will not impose the condition *dum casta et sola vixerit*, or *dum sola vixerit*: (*Gladstone v. Gladstone*, 35 L. T. Rep. N. S. 380. Divorce.)

**PATENT—INFRINGEMENT—ACCOUNT—EVIDENCE.**—Plaintiff having taken out a patent for improvements in the machinery for clipping horses, defendant offered, if the plaintiff would give him a licence for the manufacture, to pay the sum of 1s. 2d. on all horse clippers sold by him (the defendant) after a certain date, and plaintiff accepted the offer. A bill was filed for specific performance of this contract, and a decree was made, declaring that the agreement ought to be specifically performed, ordering a licence to be granted, and directing an account. On a summons on behalf of the plaintiff to surcharge the defendant on account of certain clippers asserted to have been made according to the plaintiff's invention, the defendant denied that his clippers came within the limits of the patent, and produced the specification of an American patent as evidence of the construction to be put on the specification of the English patent. Held (reversing the decision of Bacon, V.C.), that on the principle that a licensee could not in any way dispute the validity of the patent, the evidence was inadmissible, and further that the clippers made by the defendants were within the plaintiff's patent: (*Adie v. Clark*, 35 L. T. Rep. N. S. 349. Ct. of App.)

**NEW TRIAL—EVIDENCE PREMATURELY ADMITTED—WITNESS CALLED BUT NOT EXAMINED.**—A new trial will not be granted for evidence prematurely admitted, but which becomes admissible in the course of a trial. In an action against the defendants for non-payment of certain money for a machine, the defence was that the machine was faulty in its construction. In opening the case plaintiff's counsel, in order to show that the defence was not *bona fide*, proposed to read in evidence a letter written by W. (defendant's son), who had the management of the machine, and alone corresponded with the plaintiff. Subsequently W., who was in court, was called as a witness by the defendants, but asked no question; the learned judge then ruled that the letter was receivable in evidence against the defendants. A verdict was found for the plaintiffs, and the defendants have applied for a new trial: Held (per Blackburn and Lush, J.J.), that whether or not the evidence was admissible in the first instance, it subsequently became so by W. being called as a witness, and the fact that W. was not examined by the party calling him, nor asked whether he had acted *bona fide*, made no difference: (*Faunt v. Wallace*, 35 L. T. Rep. N. S. 361. Q. B. Div.)

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]

**BRENSFORD** (Lord Jno. Geo.), Archbishop of Armagh, and Kenyon (Hon. Edwd.), of Coxheath Hall, Derbyshire, £195 0s. 2d. three per Cent. Annuities. Claimant, said Hon. Edwd. Kenyon, the survivor.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

**BAYK CONSOLIDATED MINING COMPANY (LIMITED).**—Creditors to send in by 10th Jan. their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to A. Good, 7, Poultry, London, the official liquidator of the said company. Jan. 24; at the chambers of V.C. H., at one o'clock, is the time appointed for hearing and adjudicating upon such claims.

**BAYSWATER CLUB AND SKATING RINK COMPANY (LIMITED).**—Petition for winding-up to be heard Nov. 21, 1876. V.C. H.

**KOSHER MEAT SUPPLY ASSOCIATION (LIMITED).**—Creditors to send in by Dec. 11 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to G. W. Wood, 4, St. James's court, Basinghall-street, London, the official liquidator of the said company. Dec. 21, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**LAVATORIES COMPANY (LIMITED).**—Creditors to send in by Nov. 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to James G. Osborne, 14, Queen's street, London, the official liquidator of the said company. Dec. 11; at the chambers of V.C. H., at one o'clock, is the time appointed for hearing and adjudicating upon such claims.

#### CREDITORS UNDER ESTATES IN CHANCERY.

**LAST DAY OF PROOF.**

**CONWAY (James), 96, Upper Parliament-street, London.** Esq. Dec. 9; Wm. Orford, solicitor, Brown-street, Manchester. Dec. 21; M.R., at eleven o'clock.

**DEEM (Alfred), 5, Eastcheap, London, and 11, Mansell New Cross, Kent, merchant.** Dec. 9; Jas. J. Hall, solicitor, 2, Guildhall-chambers, Basinghall-street, London. Dec. 21; M.R., at eleven o'clock.

**FAWCE (Isabella), Tynemouth, spinster.** Dec. 15; V. C. H., at ten o'clock.

**GLADSTONE (Murray), Manchester, and of Pommersheim, merchant.** Dec. 9; Pears and Logan, solicitors, 3, Harrington-street, Liverpool. Dec. 20; V.C. H., at twelve o'clock.

**GLADSTONE (Wm.), 57, Old Broad-street, London.** Dec. 30; H. T. Norton, solicitor, 24, Coleman-street, London. Jan. 25; V.C. H., at twelve o'clock.

**GODFREY (Henry Wm.), Bank House, Hatfield, gentleman.** Dec. 11; Richard Champney, solicitor, Kingston-upon-Hull. Dec. 22; V.C. H., at twelve o'clock.

**JOHNSON (Samuel), Brades, timber yard, Bowley, Stafford, timber dealer and licensed victualler.** Dec. 11; W. H. Griffin, solicitor, Temple-row West, Birmingham. Dec. 21; V.C. H., at twelve o'clock.

**MATTHEW (Augustus S.), 7, Montpelier-row, Titchfield, Middlesex, gentleman.** Dec. 11; C. H. Compton, solicitor, 19, Great George-street, Westminster. Dec. 11; V.C. H., at twelve o'clock.

**MATTHEW (Caroline), 29, Loudoun-road, St. John's, Middlesex, widow.** Dec. 15; Watkins and Co., solicitors, 11, Sackville-street, Middlesex. Dec. 21; V.C. H., at one o'clock.

**MCBAY (William), 11, Charlotte-street, South Shields, land, master mariner.** Dec. 9; Henry Kimber, solicitor, 79, Lombard-street, London. Dec. 19; V.C. H., at one o'clock.

**RAWSTON (James), Alden-within Totton High St. Lancaster, cotton spinner and manufacturer.** Dec. 11; Chas. Hall, solicitor, Accrington. Dec. 15; V.C. H., at twelve o'clock.

**SMITH (Matilda), Spencer-street, Leamington, spinster.** Dec. 31; Gamlen and Son, solicitors, 3, Gray's-inn-square, Middlesex. Jan. 10; V.C. H., at twelve o'clock.

**SYMS (Morris Roberts), 6, Oxford-street, Middlesex, Hall, proprietor.** Dec. 10; Wm. Millman, solicitor, Southampton-buildings, Chancery-lane, London. Dec. 11; V.C. H., at twelve o'clock.

**WELLS (Louisa), formerly of 4, Crescent-place, Kensington, but late of 84, Crown-dale-road, Camden-square, Middlesex, spinster.** Dec. 6; W. B. Brook, solicitor, 1, Strand, Middlesex. Dec. 15; M.R., at twelve o'clock.

**WELLS (James), Bloxwich, Stafford, gentleman.** Dec. 4; Wm. Rankin, solicitor, West Bromwich, Stafford. Dec. 14; M.R., at twelve o'clock.

**WESTON (Lydia C.), late of Giron Rectory, Oxbridge, and afterwards of Weston Lodge, Redham, Surrey, widow.** Dec. 21; Wm. Brewer, solicitor, 6, St. row, London. Jan. 8; V.C. H., at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 3.

*Last Day of Claim, and to whom Particulars to be sent.*

**ACKWORTH (Geo. F.), Star-hill, Rochester, Kent.** Dec. 1; Parker and Clarke, solicitors, Rectory House, 5, Michael's-alley, Cornhill, London.

**ANDERSON (William), 71, Seymour-street, Hyde-park, Middlesex, Esq.** Dec. 23; Burne and Parker, solicitors, Lincoln's-inn-fields, London.

**BAILEY Wm.), 66, Canterbury-road, Kilburn, Middlesex, gentleman.** Dec. 30; Surr and Co., solicitors, 14, 4 church-lane, London.

**BARRELL (Thomas), Keynham, Somerset, veterinary surgeon.** Dec. 15; Fox and Whittuck, solicitors, 3, 1st street, Bristol.

**BATTERS (Richard), formerly of Hough-hill, Didsley, Chester, but late of 17, Stooks-lane, Stalybridge, Cheshire, yeoman.** Dec. 20; Buckley and Miller, solicitors, 8, 4 ford-street, Stalybridge.

**BOWELL (Anna), formerly of 1, Markham-square, Chesh. Middlesex, but late of 18, Alford-street, Battersea, Surrey, widow.** Jan. 1; G. Badham, 3, Salter's-hall, Cannon-street, London.

**BROOKS (Sarah M.), Wilmington, Kent, widow.** Dec. 1; Chas. R. Gibson, solicitor, Dartford, Kent.

**BETTS (John), Leeds, hatter.** Jan. 1; M. Cranswick, solicitor, 18, Park-row, Leeds.

**BELGROVE (Thos.), Galleys-lane, Great Brickhill, Bucks. Jan. 1; John Newton, solicitor, Leamington, Leamington.**

**BROWN (Emily), Clarence-terrace, Regent's Park, NW sex, and of Shirley Cottage, Maidenhead, Berks, wd.** Jan. 10; A. Storey, solicitor, 6, King's-road, Bedford's London.

**BUTT (Henry Jno.), Surbiton Lodge, Swamond, Ryde, Isle of Wight, Esq.** Dec. 22; Wynne and S. solicitors, 46, Lincoln's-inn-fields, London.

**CATT (Henry), Ivy Lodge, Lewisham, Kent, wine merchant.** Dec. 11; Parker and Son, solicitors, Lewisham.

**CARNEY (Emma), 39, Wellington-terrace, Newcastle-upon-Tyne, spinster.** Dec. 30; Charles and Youll, solicitors, 15, Grainger-street West, Newcastle-upon-Tyne.

**COOPER (Wm.), formerly of 51, Old Market-street, Bristol, and late of 8, Burlington-buildings, Redland, West-upon-Trym, Bristol, surgeon.** Jan. 1; Harold B. set solicitor, Guildhall-chambers, Bristol.

**CORRIN (James), 23, Hornsey-road, Holloway, Middlesex, butcher.** Dec. 21; W. H. Lydall, solicitor, 5, 11 field-street, London.

**CRATFORD (Louisa A.), formerly of Sherborne, Dorset, late of 2, Avenue-villas, Old Dover-road, Blackheath, Kent, spinster.** Jan. 11; Vandercorn, Law, and its solicitors, 24, Bush-lane, London.

**DEAR (Hannah), Pole Green, Northampton, Halifax, Y shire, spinster.** Dec. 21; Emmet and Emmet, solicitors, Halifax.

**EDGECOMBE (Nathaniel), 12, Lion-hill, Clifton, Bristol, gentleman.** Dec. 30; Richardson and Davies, solicitors, 29, Clare-street, Bristol.

**FOSTER (Thos.), Oughtershaw, Arncliffe, York, gentle.** Nov. 28; T. F. R. Hammond, solicitor, West, Bedford.

Colonel Jos., Rosehill, Abbot's Langley, Herts. Dec. 12; Currie and Co., solicitors, 32, Lincoln's-inn, London.

Mr. L., 48, Grosvenor-street, Middlesex, and in Park, Tadcaster, York. Esq. Dec. 23; Farrer, and Co., solicitors, 68, Lincoln's-inn-fields, London.

Mr. Olddown, Tockington, Olveston, Gloucester, an. Dec. 14; Crossman and Lloyd, solicitors, 17, Gloucester.

Geo., Epsom, Surrey, Esq. Dec. 31; Parker and solicitors, The Rectory House, St. Michael's-mill, London.

(Chas.), Rowell, Northampton, gentleman. G. and H. Lamb, solicitors, Kettering.

(Jas.), Sheffield, pocket blade forger. Dec. 5; Smith, solicitor, Sheffield.

Benjamin, 9, Upper Avenue-road, Middlesex, Dec. 10; Parkers, solicitors, 17, Bedford-row, London.

(Edwd.), Telford, Wilts. Dec. 6; G. Westbury and agents, Andover.

(Sophia), Chester-place, Plymouth, Devon, Jan. 10; Edmunds and Son, solicitors, 8, Plymouth.

Robert, Hollam House, Titchfield, Southampton, Esq. 1; R. B. Wilkinson, solicitor, 5, Clarence-terrace, Southampton.

Wm. V., Combe-grove, Monckton Combe, Somerset. March 25; Burne and Rooks, solicitors, 37, Bath.

(Jas.), Holywell House, Heswall, Chester, widow. W. and A. Morescroft and Winstanley, solicitors, 8, Liverpool.

(James), Priest-court, Foster-lane, London, merchant. Dec. 9; W. A. Plunkett, solicitor, 37, Lane, London.

(Jno. E.), 14, Henrietta-street, Covent Garden, Esq. Dec. 12; Cobbett, Wheeler, and Cobbett, 5, Brown-street, Manchester.

(Wm.), Denshanger, Pakenham, Northampton, and grazier. Dec. 30; Jno. Parrott, solicitor, Ratford.

(Jno. G.), 21, Harrington-street, and 6, Edgepool, solicitor. Dec. 1; Lawrence and Dixon, 11, Lord-street, Liverpool.

(Sarah E.), Onslow-road, Fairfield, near Liverpool. Dec. 7; Lawrence and Dixon, solicitors, 11, rect, Liverpool.

usually known as SERRON (Jno. Lionel), Sheffield, electrical manager. Dec. 13; Newbould and Gould, 4, Paradise-square, Sheffield.

Amel Pinto, 3, Salter's Hall-court, London, and enue des Champs Elysees, Paris, Esq. Jan. 31; rosse, solicitor, 7, Lancaster-place, Strand, London.

(Joseph), Highlands House, Maidstone, Kent, a clothier. Dec. 31; G. and F. Stanning, solicitor, Earl-street, Maidstone.

Joseph C., Synton, Leicester, Esq. Feb. 8; W. solicitor, 25, Friar-lane, Leicester.

(Wm. M.), St. Helena, Preston, Esq. Jan. 7; and Lane, solicitors, 45, Bedford-row, London.

(James L.), Augusta-place, Lansdowne-road, Surrey, Esq. Dec. 31; Parker and Clarke, solicitors, The Rectory House, St. Michael's-alley, Cornhill.

(Eliza), Churchill, Somerset, widow. Dec. 21; solfrye, solicitor, Banwell, Somerset.

(m. Robt.), Winterborne, Glastonbury, Dorset, yeoman; 1; Symonds and Son, solicitors, Dorchester.

Samuel, West Bromwich, Stafford, gentleman. E. and A. Caddick, solicitors, West Bromwich-donard, formerly of 45, butt lane of 19, Conduit-lane, Middlesex, gentleman. Jan. 1; J. solicitor, 3, Salter's Hall-court, Cannon-street.

arriet, 39, Lorrimer-road, Walworth, Surrey, Dec. 1; Dawes and Son, solicitors, 9, Angel-hogmorton-street, London.

(Richard), 94, Upper-street, Islington, and 12, street, Islington, Middlesex, fancy jeweller. E. G. Lawrence, solicitor, 14, Goddard-street, churchyard.

(Geo.), Pendleton, Lancaster, surgeon. Dec. 30; Leaf, and Co., solicitors, 55, Brown-street, Manchester.

Jno.), Seaborough House, Seaborough, Somerset, in 10; Symonds and Son, solicitors, Dorchester.

Admiral Sir Chas.), K.C.B., formerly of Southsea, of Jral, Bury, Biggleswade, Bedford. Jan. 1; m. T. Ponsonby, Esq., Goldington, Bury, Bedfordshire.

Henry), Highbury Brewery, Highbury, Middlesex, 10 Cottage, Ivy Hatch, Sevenoaks, Kent, brewer. Lake and Co., solicitors, 10, New-square, Lincoln, London.

Herbert Edwd.), formerly a captain in H.M.'s 1ment of Foot, and late of 8, Camden-crescent, Esq. Dec. 15; Bircham and Co., solicitors, 46, ant-street, Westminster.

(Rev. George N.), formerly of Swithland rough, afterwards of 2, Northbrook-terrace, 1, and late of Kenilworth-street, Simons-road, 1, Hants. Jan. 6; Barker and Lane, solicitors, 45, row, London.

Ralph T.), Fence House, Seaton Carew, Stranton, farmer. Jan. 1; Mrs. M. Walker, Fence House, Jarow, Stranton.

(Percy G.), 54, New-street, Kensington Park-road, mariner. Jan. 15; A. Buckler, 50, Chancery-lane, 17 Buckler, 25, Tuffnell Park-road, London.

Emund), late of 68 (formerly 24), Portland-place, 1, and formerly of Melbourne, Australia, Esq. Parker and Clarke, solicitors, The Rectory St. Michael's-alley, Cornhill, London.

(James), Drayton Lodge, Norfolk, gentleman. Winter and Francis, solicitors, St. Giles-street, London.

alph), formerly of Ball Green, Norton-in-the-Stafford, but late of Milton, Norton-in-the-Moors, Dec. 11; Edward W. Hollinshead, solicitor, 1, London.

LOMER (Wm.), Auburn Villa, Heeley, Sheffield, an. Dec. 14; H. Walter Ibbotson, solicitor, 23, alley, Sheffield.

ASON AND HAMLIN AMERICAN ORGANS have simultaneously assigned the first rank in the several of these instruments at the Philadelphia n. They are the only organs assigned this medal and diploma have also been awarded comparative rank and excellence have been ed by the Judges' Reports alone, from which ing is an extract. "The Mason and Hamlin mpany exhibit of organs shows instruments t rank in the several requisites of instruments as—viz., of smoothness and equal distribution sops of expression, resonance and singing reedom and quickness in action of keys and with thoroughness of workmanship combined ility of action." (Signed by all the Judges).

## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week, Monday, Conveyancing Class, 4.30 to 6 o'clock p.m., Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Equity, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after the lectures have commenced. Members of the Society may attend the lectures.

THE next preliminary examination will be held in the Hall of the Incorporated Law Society, and in various provincial towns on the 21st and 22nd of Feb. in the ensuing year. A like examination will be held on the 16th and 17th of May next.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during November must be enrolled and registered at the Petty Bag Office on or before the same day in the month of May next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of November, they must be produced and entered at the Law Institution on or before the same day of the month of February next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a serious loss of time upon article students.

THE elementary works selected for the intermediate examination of persons under articles of clerkship, for the year 1877 are—Chitty on Contracts, c. 1, 2, 3, with the exception, in c. 3, of a. 1, relating to contracts respecting real property, 9th or 10th edit.; Williams on the Principles of the Law of Real Property, 10th or 11th edit.; Haynes' Outlines of Equity, 3rd or 4th edit.

WHERE articles expire between the 10th Jan. and 15th April 1877, candidates may be examined in Jan. 1877, or, of course, at any subsequent examination.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

IN case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

## HULL LAW STUDENTS' SOCIETY.

AT a meeting of the society held on Tuesday, 14th Nov. 1876, Mr. A. Hall, solicitor, in the chair, the following subject was discussed: "Ought a person to be convicted of a crime upon circumstantial evidence alone?" The affirmative was supported by Messrs. Brown, Winter, Lambert, Johnson, Pickering, and Wilson, and the negative by Messrs. Farrell, West, and Martinson. After the chairman had summed up, the question was decided in the affirmative by a majority of six. There were eighteen members present.

## LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE fourth meeting of this association for the session 1876-77, was held in the Law Library, Cook-street, on Monday, the 13th Nov., Theodore Melhuish, Esq., in the chair. After the minutes of the last meeting had been read, a letter from Mr. J. F. Wilson, the hon. sec., tendering his resignation, was read by the chairman. Mr. Wilson's resignation having been accepted, it was moved by Mr. Lightbound, seconded by Mr. Milach, and carried unanimously, that Mr. Melhuish be appointed secretary for the remainder of the current year. A vote of thanks to Mr. Wilson for his courtesy and attention to the interests of the society, was then proposed by Mr. Milach and seconded by Mr. Lightbound, which was carried unanimously. The following was the subject for the evening's debate: "Was the case of *Ced-dington v. Palego* (L. Rep. 2 Ex. 193) rightly decided?" Mr. Milach opened in the affirmative, and was followed by Mr. Ayrton in the

negative. Messrs. Style, Lightbound, and Collins joined in the discussion, and, after an interesting debate, the question was put to the meeting and decided in the affirmative by a majority of five. Owing to the badness of the weather there was but a small attendance, only thirteen members being present.

## UNITED LAW STUDENTS' SOCIETY.

A MEETING of this society took place at Clement's Inn Hall on Wednesday evening, Nov. 15th inst., Mr. J. S. Rubinstein in the chair.

Mr. N. W. Roche opened the question for debate, viz., "That the present System of Election of Members of Parliament does not secure a true Representation of the Opinions of the Electors, and is, therefore, unsatisfactory."

A very animated debate ensued, and in the end a large majority were in favour of the motion. Thirty-five members were present.

At next week's meeting Mr. P. Thornton will preside, and the subject for discussion is: "That there is not sufficient evidence to justify a belief in ghosts or spiritualism." Messrs. Tebbutt and Jackson to support, Messrs. Shirley and Dean to oppose.

## Queries.

INTERMEDIATE EXAMINATION.—I was article on 26th March, 1873, for five years; when is the earliest time I can go up for my Final Examination? X. Y. Z.

[If of age, in January, 1874.—Ed.]  
—I was article in February, 1875; can I go up for my Intermediate in June, 1877? G. L. M.

[If article for five years, not till November.—Ed.]  
—I was article on the 16th Sept., 1874; what is the earliest date I can present myself for my Intermediate Examination? A. W. P.

[If for five years, on 26th April next.—Ed.]

SERVICE UNDER ARTICLES.—I presume there is no doubt that under sect. 6 of 6 & 7 Vict. c. 73, an article clerk can serve any part of his articles not exceeding one year with a practising barrister, and, in addition thereto, any part of such articles not exceeding one year with the London agent of his master, and that such service will in each case count as part of his term of five years? The point appears to me to be perfectly clear, and I should not have asked the question had not a doubt been raised with reference to the service of a clerk of mine now in London.

## A COUNTRY SOLICITOR.

[No doubt, in case of articles for five or for four years. But not if article for three years. See sect. 7, also sects. 2, 4, and 6 of 23 & 24 Vict. c. 137.—Ed.]

## MAGISTRATES' LAW.

### NOTES ON NEW DECISIONS.

RATING OF RAILWAYS—COMPETING LINES—ENHANCED VALUE OF TRAFFIC ON THE OTHER PART OF THE LINE.—Part of the appellants' line of railway passes through a district where there are two other competing lines for the carriage of passengers and goods. The appellants' gross earnings in the respondents' parish, a part of this district, were more than absorbed by the expenses chargeable for the working thereof, plus the deduction allowed by the Parochial Assessment Act; but on the basis of the receipts derived from the enhancement of the traffic on the other parts of the system, the rateable value of the appellants' line in the parish was equal to 45 per cent. of the gross receipts. Held, upon a case reserved by quarter sessions, that the appellants were rightly rated at this amount: (*London and North-Western Railway v. The Churchwardens of Irthingborough*, 38 L. T. Rep. N.S. 327. Q.B.)

POOR RATE—RIGHT OF SPORTING SEVERED FROM OCCUPATION—RESERVATION OF RIGHT.—The appellant was owner of a tenement with dwelling-house and other buildings, containing about 19 acres, which he had leased to a person occupying the same, excepting plantations and all timber, and all mines, &c., "and also excepting all manner of game, hares, rabbits, and wildfowl, with liberty of hunting, fowling, and fishing, over and through the said premises at all times during the said term." Held, upon a case stated by quarter sessions, that this lease reserved to the appellant a right of sporting which was severed from the occupation of the land, and therefore rateable within the Rating Act 1874 (37 & 38 Vict. c. 54), ss. 2 and 6: (*Rogers v. St. German's Union*, 35 L. T. Rep. N. S. 332. Q.B.)

INNKEEPER'S LICENCE—GAMING—PRIVATE FRIENDS.—The appellant, a private friend of a licensed person, *bona fide* entertained by him after the hours of closing at his own expense within the Licensing Act 1874, s. 30, was playing cards for money on the licensed premises, and was convicted under the Licensing Act 1872, s. 25, of being on the said premises during the period they were required to be closed. Held, upon a case stated, that the appellant was not on the premises in contravention of the provisions of the Licensing Acts with respect to the clerical licensed premises, and that the case



in *Boyd v. S. S. L. T. Rep.*  
1876, 11 L. T. Rep. 111.

**THE FRANKONIA.**  
The following extracts are from the judgment of the Lord Chief Justice of England:  
**BRITISH TERRITORIAL WATERS.**  
Possibly, after these precedents and all that has been written on this subject, it may not be too much to say that, independently of treaty, the three-mile belt of sea might at this day be taken as belonging, for these purposes, to the local state. But it is scarcely logical to infer from such treaties alone, that, because nations have agreed to treat the littoral sea as belonging to the country it adjoins, for certain specified objects, they have therefore assented to forgo all other rights previously enjoyed in common, and have submitted themselves, even to the extent of the right of navigation on a portion of the high seas, and the liability of their subjects therein to the criminal law, to the will of the local sovereign and the jurisdiction of the local state. Equally illogical is it, as it seems to me, in the adoption of the three-mile distance in these particular instances, to assume, independently of everything else, a recognition, by the common assent of nations, of the principle that the subjects of one state passing in ships within three miles of the coast of another shall be in all respects subject to the law of the latter. It may be that the maritime nations of the world are prepared to acquiesce in their appropriation of the littoral sea; but I cannot think that these treaties help us much towards arriving at such a conclusion. At all events, the question remains whether judicially I can infer that the nations who have been parties to them, and still further those who have not, have thereby assented to the application of the criminal law of other nations to their subjects on the waters in question, and on the strength of such inference to apply the criminal law of this country. The uncertainty in which we are left, so far as judicial knowledge is concerned, as to the extent of such assent, presents, I think, a very serious obstacle to our assuming the jurisdiction we are called upon to exercise, independently of this, to my mind, still more serious difficulty—that we should be assuming it without legislative warrant. So much for treaties. Usage as to the application of the general law of the local state to foreigners on the littoral sea, notwithstanding reference to usage is frequently made by the publicists in support of their doctrine, there is actually none. No nation has arrogated to itself the right of excluding foreign vessels from the use of its external littoral waters for the purpose of navigation, or has assumed the power of making foreigners in foreign ships passing through these waters subject to its laws, otherwise than in respect of matters connected with the navigation, or with revenue, local fisheries, or neutrality. And it is to these alone that the usage relied on is confined. Nor have the tribunals of any nation held foreigners in these waters amenable generally to the local criminal law in respect of offences. It is for the first time in the annals of jurisprudence that a court is now called upon to apply the criminal law of the country to such a case as the present. It may well be, I say again, that—after all that has been said and done in this respect—after the instances which have been mentioned of the adoption of the three miles distance, and the repeated assertions of this doctrine by the writers on public law, a nation which should now deal with this portion of the sea as its own, so as to make foreigners within it subject to its law, for the prevention and punishment of offences, would not be considered as infringing the rights of other nations. But I apprehend that as the ability so to deal with these waters would result, not from any original or inherent right, but, *ex hypothesi*, from the acquiescence of other states, some outward manifestation of the national will, in the shape of open practice or municipal legislation, so as to amount, at least constructively, to an occupation of that which was before unappropriated, would be necessary to render the foreigner, not previously amenable to our law, subject to its general control. That such legislation, whether consistent with the general law of nations or not, would be binding on the tribunals of this country—leaving the question of its consistency with international law to be determined between the governments of the respective nations—can of course admit of no doubt. The question is, whether such legislation would not, at all events, be necessary to justify our courts in applying the law of this country to foreigners under entirely novel circumstances in which it has never been applied before. It is obviously one thing to say that the legislature of a nation may, from the common assent of other nations, have acquired the full right to legislate over a part of that which was before high sea and as such common to the world; another and a very different thing to say that the law of the local State becomes thereby at once, without anything

## MARITIME LAW.

### THE FRANKONIA.

The following extracts are from the judgment of the Lord Chief Justice of England:

#### BRITISH TERRITORIAL WATERS.

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more applicable to foreigners within such part than to subjects of legislation, the courts of such state can *proprio vigore* so apply it. The position does not follow from the other: it is essential to keep the two things—the power of Parliament to legislate and the authority of our courts without such legislation to apply criminal law where it could not have been applied before—altogether distinct, which it is evident is not always done. It is unnecessary to the determination of the question whether Parliament has the right to treat the three-mile zone as a part of the realm as distinct from international law. That is a matter on which it is for Parliament itself to decide, and is enough for us that it has the power to do so. The question really is whether, acting judicially, we can treat the power of Parliament to legislate as making up for the absence of actual legislation. I am clearly of opinion that we cannot, and it is only in the instances in which foreigners' offences have been made specially liable to law by statutory enactment that that law can be applied to them.

#### THE RESULTS.

In the result, looking to the fact that a pretension to sovereignty or jurisdiction over foreign ships in narrow seas has long since been wholly abandoned—to the uncertainty which attaches to the doctrine of the publicists as to the extent of sovereignty and jurisdiction which may be exercised on the so-called territorial sea—to the fact that the right of absolute sovereignty, and of penal jurisdiction over the subjects of other states, has never been expressly assented or conceded among independent nations, as a practice, exercised and acquiesced in, except in violation of neutrality or breach of revenue or fishery laws, which, as has been pointed out, stand on a different footing—as well as to the fact that neither in legislating with reference to ships, nor in respect of the criminal law, has Parliament thought proper to assume territorial sovereignty over the three miles zone, so as to enact that offences committed upon it, by foreigners in foreign ships, should be within the criminal law of this country, but on the contrary, wherever it was thought right to make the foreigner amenable to our law, has done so by express and specific legislation—I cannot think that, in the absence of all precedent, and of any judicial decision of authority applicable to the present purpose, we should be justified in holding an offence committed under such circumstances to be punishable by the law of England, equally as in so holding we must declare the whole body of our penal law to be applicable to the foreigner passing our shores in a foreign vessel on his way to a foreign port. I am by no means insensible to the argument *ab inconvenienti* pressed upon us by the Solicitor-General. It is no doubt, desirable, looking to the frequency of collisions in the neighbourhood of our coast, and the commanders of foreign vessels, who by unskillful navigation or gross want of care, cause disaster or death, should be as much amenable to the local law as those navigating our own coast, instead of redress having to be sought in the perhaps, distant country of the offender. But the remedy for the deficiency of the law, if it can be made good consistently with international law—to which we are not called upon to pronounce an opinion—should be supplied by the action of the Legislature, with whom the responsibility for any imperfection of the law alone rests, not by a usurpation on our part of a jurisdiction which without legislation we do not judicially possess. The matter has been sometimes discussed upon the assumption that the alternative of the non-exercise of jurisdiction on our part must be the total impunity of foreigners in respect of collisions arising from negligence in the vicinity of our coast. But this is a total mistake. If by the assent of other nations the three-miles belt of sea has been brought under the dominion of the country, so, that, consistently with the rights of other nations, it may be treated as a portion of British territory, it follows as a matter of course that Parliament can legislate in respect of it. Parliament has only to do so, and the Judges of the land will, as in duty bound, apply the law which Parliament shall so create. The question is whether legislative action shall be applied to meet the exigency of the case, or judicial authority shall be strained and misapplied in order to overcome the difficulty. The responsibility is with the Legislature, and there it must rest. Having arrived at this conclusion, it becomes necessary to consider the second point taken on the part of the Crown—namely, that though the negligence which the accused was guilty of occurred on board a foreign ship, yet, the death having taken place on board a British ship, the offence was committed within the jurisdiction of a British Court of Justice. This is the point insisted on by my brothers Denman and Lindley, with the somewhat hesitating and reluctant assent of the Lord Chief Justice of the Common Pleas. I dissent altogether from their opinion. In considering this question

### PROFESSIONAL CONGRATULATIONS AT THE BRIGHTON BOROUGH BENCH.

On the election of Mr. Charles Lamb as Mayor, his Worship, accompanied by the Town Clerk, attended at the Police Court and formally subscribed to the customary oath, in the presence of Mr. A. Bigge, the Stipendiary Police Magistrate, and Alderman Ireland, J.P. When his worship had taken his seat upon the Bench as the Chief Magistrate of the Borough,

Mr. T. A. Goodman (the clerk to the justices of the Hove Petty Sessions Division) rose and said that, as the senior member of the legal profession present—(his friend, Mr. J. K. Nye, who also attended, being not the senior in practice, although he was so in years)—he desired to ask permission, on behalf of his professional brethren practising at the court, to congratulate Alderman Lamb upon taking his seat as the chief magistrate of Brighton. It afforded him, he said, the greatest possible pleasure to see the Mayor in the high position to which he had been called, for he (Mr. Goodman) had been associated with his Worship before commencing his professional career—indeed, he might say for a lifetime; and he was sure that all would agree that there was no one more fitted than Mr. Charles Lamb to fill the office. His knowledge of law, his sound wisdom, and his good judgment would, he was certain, lead him at all times to administer justice with mercy, and mercy with discretion. When he looked back to his earliest associations with Mr. Lamb, before he (the learned gentleman) had entered the Profession, it gave him the greatest possible pleasure to be enabled to congratulate him on assuming the dignified office of Mayor of Brighton; and he hoped that his Worship would be spared with health and strength to carry out the important duties of the position, and that his legal brethren would often meet him in his judicial capacity in that court.

Mr. J. C. Penfold, who meanwhile had entered the court, said he could but add his congratulations to those already expressed by Mr. Goodman. He had very great pleasure in seeing Mr. Lamb take his seat upon the bench, and he hoped that his success would induce other and younger members of the Profession to try and emulate his example, and, in future years, hold the position which his Worship now so honourably filled.

The Mayor said he felt very deeply this manifestation of kindly feeling on the part of his professional brethren, and he regarded it as an augury that he should receive their assistance and support during the time he had the honour of occupying a seat upon the Bench. It was from the advocates who appeared before them that the Bench received its greatest strength; and he was quite satisfied they knew sufficient of him to feel assured that he would do the best he possibly could to hold the scales of justice with an impartial hand. He was always happy to meet his professional brethren on business or other occasions; but the police-court was one of those places from which, perhaps, they would rather be absent, for they sometimes witnessed painful scenes there. He was happy to say, however, that this morning there was no business to be transacted. He sincerely thanked them for their kind expressions, which he felt the more because he knew they were dictated by sincerity.

The legal gentleman then retired.

J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BUSTED'S NERVE a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use."—"Toothache and the Public as valuable to all."—"Toothache."—[ADVT.]

to bear in mind—which I am dis-  
k has not always been done—that we  
h this part of the case without any  
h the theory of the three-mile zone, and  
properly admitted by the Solicitor-  
ough the two ships had met, and the  
d happened, on the ocean. Having  
into the authorities on this head, the  
Justice proceeded—But for the opi-  
d by my brother Denman I should  
it beyond dispute that a foreign ship,  
British waters, but on the high seas,  
set to our law. Upon this point I  
that all jurists were unanimous, and  
e supposed that a doubt could exist.  
is the contrary opinion founded?  
expediency, which is to prevail over  
that, it is asked, is to happen if one  
ers, enforcing your revenue laws,  
ed or injured by a foreigner on board  
p? What is to happen if a British  
ship meeting on the ocean, a British  
d be killed by a shot fired from a  
In either of these cases would not  
guilty of the offence become amen-  
h law? Could it be endured that he  
th impunity? If brought within the  
ish court of justice, could he not  
punished for the offence, and ought  
nitted to escape with impunity, or  
to be tried and punished for such  
first answer is, that the alternative  
He will not “escape with impunity.”  
answerable to the laws of his own  
it is not to be presumed that the law  
ed people will be such or so ad-  
that such an offence should escape  
adequate punishment. As regards  
ity of the offender under such cir-  
our own law, it will be time enough  
the question when the case arrives.  
ion and punishment of the offender  
obtained at the sacrifice of funda-  
ples of established law, I for one  
that justice should fail in the indi-  
that established principles, ac-  
ch alone justice should be adminis-  
be arrested and strained to meet it.  
fore, that both exceptions taken on  
e Crown to the general rule that a  
mitting an offence out of the juris-  
untry which is not his own cannot  
trial in the courts of the former,  
appears to me that the general rule  
and that the defendant, having been  
ject, on board a foreign ship, on a  
re, and on the high seas, at the time  
is committed, is not amenable to the  
untry; and there was, therefore, no  
try him, and that, consequently, the  
is illegal. In the conflict of opinion  
nately exists, it is a great satisfac-  
eable to add that the late Mr. Justice  
ose loses the whole Profession, and  
so who had the advantage of his  
acquaintance, must deeply lament,  
as a most learned, enlightened,  
ous judge the public has so much  
ore, having seen my proposed judg-  
icated to me his entire concurrence,  
nclusion at which I had arrived and  
n which it is founded. His opinion,  
re, cannot, of course, be of any avail  
nt; but as without it the majority  
are of opinion that the conviction  
ashed, it must be quashed accord-

LUSH said—I have already an-  
although I have prepared a separate  
id not feel it necessary to deliver it,  
g since perused the judgment which  
f Justice has just read, I found that  
irely in our conclusions, and that I  
main with the reasons upon which  
ons are founded. I wish, however,  
lf from being supposed to adopt any  
easons which may seem to imply a  
e competency of Parliament to legis-  
hink fit for these waters. I think that  
common consent of nations which  
ernational law have appropriated  
to the adjacent state to deal with  
late may deem expedient for its own  
ey are, therefore, in the language of  
of international law, termed by a  
etaphor the territorial waters of  
and the same or equivalent phrases  
ne of our statutes denoting that this  
nder the exclusive dominion of the  
e dominion is the dominion of Par-  
the dominion of the common law.  
no further than the limits of the  
reign of Richard II. the realm com-  
und within the body of the counties.  
v water mark was part of the high  
t period the three-mile radius had  
t of. International law, which  
set at least has grown up since that  
enlarge the area of our municipal

law, nor could treaties with all the nations of the  
world have that effect. That can only be done by  
Act of Parliament. As no such Act has been  
passed, it follows that what was out of the realm  
then is out of the realm now, and what was part  
of the high seas then is part of the high seas now,  
and upon the high seas the Admiralty jurisdiction  
was confined to British ships. Therefore, although  
as between nation and nation these waters are  
British territory, as being under the exclusive  
dominion of Great Britain, in judicial language  
they are out of the realm, and any exercise of  
criminal jurisdiction over a foreign ship in these  
waters must in my judgment be authorised by an  
Act of Parliament.

## COUNTY COURTS.

### EAST RETFORD COUNTY COURT.

Wednesday, Oct. 25.

(Before RICHARD WILDMAN, Esq., Judge, and a jury.)

SAVILLE v. THE GREAT NORTHERN RAILWAY COMPANY.

*Railway companies—Injury to intending passenger—Implied authority.*

THIS was an action brought by the plaintiff, a surgeon practising at East Retford, to recover the sum of £31 17s. 6d. for attendance and visits and operations as a surgeon and apothecary upon, and for medicines supplied to, a person named Hanstock between the 20th of June and August 1875, at the request of the defendants, their servants or agents.

At the trial the following facts were either proved or admitted: On the evening of the 20th June 1875, George Hanstock was on the down passenger platform of the Great Northern Station at Retford for the purpose of taking a ticket by the Manchester, Sheffield, and Lincolnshire Railway for Sheffield. The Manchester, Sheffield, and Lincolnshire Railway Company use the Great Northern Station at Retford. As the Manchester, Sheffield, and Lincolnshire train arrived, by which the man Hanstock intended to travel, there was a considerable crowd of persons collected upon the platform, and some pushing and jostling ensued, and as Hanstock was running towards the booking office for his ticket he was pushed or fell under the Manchester, Sheffield, and Lincolnshire train while it was still in motion. His arm was broken, and he was much bruised and otherwise injured. At the time the accident occurred the station master was absent from the station, and his immediate subordinate, the station inspector was in charge of the station. For the district of East Retford the Great Northern Railway had appointed at the time of the accident a medical attendant for the wants of their servants, and he was the ordinary person to be called in in cases of emergency, whether happen- ing to the company's officials or to other persons injured upon their premises, and for this gentle- man the inspector sent immediately his attention was called to the case, and the company's medical officer promptly attended. By his orders the injured man was removed to a neighbouring hotel, and some wounds about the head were dressed. On examining the patient's arm the company's medical officer was of opinion that it was neces- sary to take it off near the shoulder, and explained this to Hanstock. The injured man, however, re- fused to allow this to be done by the company's medical man, and desired that the plaintiff might be sent for. The station inspector thereupon sent for the plaintiff, who attended upon the injured person, and with the assistance of some of the company's servants removed the wounded arm, and it was in respect of this operation and his subsequent attendance and services that the present claim was instituted.

Harmsworth, barrister, for the company, sub- mitted the following grounds of nonsuit: That there was no original liability in the Great North- ern Company, and therefore it was no part of the duty or business of any officer or servant of the company to engage a medical man or put the company to any expense in the matter. That on the facts there was no evidence that the station inspector did pledge, or attempt to pledge, the credit of the company. That if it should be held that he had pledged, or attempted to pledge, the credit of the company, there was no evidence that he possessed the requisite authority to bind the company for medical attendance. That if there were evidence to show such authority, that author- ity was limited to calling in the company's regular man, and was exhausted by his doing so. It was also submitted that even if the station inspector had the larger authority, there was no evidence that he did retain the plaintiff, but that in sending for him, the inspector, was merely acting on behalf of Hanstock, and not in his capa- city as a servant of the company. The following cases among others were relied upon by the learned counsel: *Cox v. The Midland Counties Railway*

*Company* (33 Ex. 268); *Walker v. The Great Western Railway Company* (L. Rep. 2 Ex. 228); and *Lanyon v. The Great Western Railway Com- pany* (25 L. J. N. S., 577).

His HONOUR nonsuited the plaintiff, on the ground that there was no evidence of any express authority in the station inspector to pledge the credit and bind the company in a contract for medical attendance, and upon the authority of the cases cited that no such authority could be implied upon the part of a person in the position of a station inspector.

### SWANSEA COUNTY COURT.

(Before T. FALCONER, Esq., Judge.)

PRUST v. ZUGO.

*Ship—Discharging cargo—Liability of consignee for expense.*

Held, that when the consignee of a cargo dis- charges the captain from the obligation to dis- charge the cargo alongside, and directs the ship to be placed under a crane to discharge cargo without requiring any contribution on the part of ship to the expense of the crane, the expense of discharging the cargo falls on the consignee, the captain having sufficient hands to discharge alongside and being willing to do so.

R. W. Smith appeared for the plaintiff;

Glascodine for the defendant.

HIS HONOUR said: By a charter party, dated May 31, 1876, and made between John Prust and Zubiria Zugo and Co., the ship *Dilhoy*, of 272 tons register, and 520 tons burthen or thereabouts, was chartered to proceed to Bilbao and load a cargo of ore, the quantity to be at the master's option, which the charterers bound themselves to ship, not exceeding what she could reasonably stow, and being so loaded to proceed to the north or south dock, Swansea, and deliver the same along- side the merchant's wharf, or, as ordered, on being paid freight at the rate of 9s. 6d. per ton of 20 cwt. delivered. The freight was to be paid on unloading and right delivery of the cargo, in cash; the cargo to be brought to and taken from along- side at merchant's risk and expense. The bill of lading declared that John Richards, the captain, having received on board from the Semorostro Iron Company, Limited, a complete cargo of iron ore of about 500 tons, “the which cargo, when the said ship has arrived at her port of destina- tion I oblige myself to deliver to the order of Messrs Zubiria Zugo and Co., who, after verifying the true delivery of the said cargo, have to pay me freight according to the charter-party, weight unknown; all conditions as per charter-party. In this case payment for freight was made on 465 tons instead of 500, and a payment of £68 0s. 2d. was made on account of the *Yniscedwyn* Com- pany. The sum of £16 19s. 6d. is sued for. The cargo was delivered without weighing. It is said the weighing should have been alongside the ship, for the ship has nothing to do with the cargo after it is taken from alongside, and it was stated that the harbour authorities do not weigh for the Midland Railway Company, whose trucks re- moved the ore. On the part of the defendants it was stated that on the delivery of ore for the company, tubs and trucks are provided, and the ore is taken charge of by the Midland Railway Company. Previously to delivery they are weighed by the company at the junction. The defendants have no control over the weighing machine, and it is a mile from the works. The trucks were marked *Ex Dillwyn*. The number of the tubs in each wagon and the number of wagons are kept. The works accept railway weight if there is no harbour weighing. The witness Becker was asked, “Did Prust tell you that if the cargo was to be weighed it must be weighed alongside, but he was willing to take the bill of lading weight?” “He might have said so, but I do not remember it,” was the reply. Mr James, the harbour superintendent, stated that the har- bour trust keep a record of the number of trucks of each cargo and to whom it belongs, but they do not weigh. The book produced shows the number of tubs. In this case the total number of trucks was 72. A captain declares on arrival what he has on board, and in this case he declared for 500 tons. Weighing may delay vessels on their dis- charge. Thomas Cousins, station master at the Gurnos junction, explained the course of weighing, but it was objected that no notice of the weighing had been given. The station master weighs, the clerk puts down the gross weight and numbers, and takes the tare from the truck, and the tare is painted on the wagon. In this case there were 465 tons 15 cwt. and 72 trucks. On the part of the defendant it was affirmed that the correct weight was obtained so soon as it could be ascer- tained. The difficulty I felt in this case is re- moved by what passed in the hearing of the case *Coulthurst v. Sweet*, (L. Rep. 1. C. P. 653). Cer- tain green bark had been shipped. When the bark was demanded and lighters were sent to re- ceive it, the offer was made to pay freight accord- ing to the bill of lading, “at so much per v





J. P. MURPHY, Q.C., has been made a member of the Middle Temple.

**GAL EDUCATION.**—On Friday, last week, full parliament of the Masters of the Bench of the Middle Temple, the treasurer, Mr. Powell, in the chair, it was resolved unanimously in addition to the sums now voted annually to the society for purposes of legal education, should be established four scholarships of guineas each, and four scholarships of 50 s. each, to be awarded annually to students of the society, subject to such regulations as a committee of the Benchers should recommend, should be approved by the parliament. We understand it is proposed that the subjects for the scholarships will be awarded should be jurisprudence and civil law, equity, real and personal property, and common law, and that the students will be framed with the object of enabling the students generally to compete for scholarships.

Lord Chancellor entertained at dinner on Tuesday the following gentlemen:—Lord Selborne, Right Hon. Russell Gurney, M.P., Right George Ward Hunt, M.P., Sir Barnes Peacock, Lord Justice Mellish, Sir Henry Keating, Chancellor Hall, Mr. Justice Lush, Mr. Justice Denman, Mr. Baron Huddleston, Sir George Jackson, Bart., Q.C., M.P., Sir Henry G. K.C.B., Sir Francis Sandford, C.B., Mr. St. Q.C., Mr. Forsyth, Q.C., M.P., Dr. Deane, Mr. Butt, Q.C., Mr. Osborne Morgan, Q.C., Mr. Miller, Q.C., Mr. Watkin Williams, Mr. A. G. Marten, Q.C., M.P., Mr. O'Hara, Edward Theisiger.

**INSANITY INQUIRY.**—On Tuesday, at the Law Institution, Mr. F. Barlow, one of the Masters of the Bench, held an inquiry before a jury of seven, of which Sir James Anderson was foreman, the alleged insanity of Mr. Alexander Richardson, who was said to be worth upwards of £100, and who was an inmate of a private asylum in Paris. The case was one in which a verdict of fifteen could not agree. Mr. D. J. Alexander was counsel in support of the application. Peculiarity of the case was the non attendance of the alleged lunatic. Evidence was given in favour of Mr. Richardson's delusion as to his estate of a "million sterling," and his having been raised to the peerage. He had also delusions of the Prince of Wales being in a conspiracy against his life. The insanity had been produced by diseases. After the medical evidence, Sir James Anderson said the jury did not require any evidence, and they gave an unanimous verdict that Mr. Richardson was in a state of insanity, and incapable of managing his estate. Verdict accordingly.

**WINTER ASSIZES.**—The arrangements for the Winter Assizes are completed, and in addition to the judges already mentioned, Mr. Justice James will proceed on circuit after his attendance at the Central Criminal Court. The following is a corrected list: Mr. Justice Mellor sits at Exeter on the 22nd inst.; Chester, December 2; Swansea, December 11. Mr. Justice Lush, Exeter, November 22; Winchester, December 13; Exeter, December 13. Mr. Justice Fry and Mr. Justice Lopes, Manchester, November 23; and Liverpool, December 6. Huddleston, Lincoln, November 23; Derby, November 29; Warwick, December 4; and Worcester, December 16. Mr. Justice Hawkins, Durham, November 27; Newcastle, December 4; Leeds, December 11. The new Orders in Council made under the recent Act (39 & 40 c. 58) will take effect both as to the Central Criminal Court and the Winter Assizes. The trial at the Old Bailey commences on Monday the 20th inst., and the Assizes on the 22nd. Nov., Dec., and Jan. the jurisdiction of the Central Criminal Court extends to parts of Sussex, Kent, and Hertfordshire, and such parts of Essex, Kent, and Surrey as are not included in the Central Criminal Court district. By other orders in Council under the same statute, which was passed to prevent the detention of prisoners in gaol waiting for parts of other counties were united together, the Northern and Salford division, Manchester, appointed as the Winter Assize Court. County and city, were united for the winter assizes, and the winter assize county to be held at Exeter; according to another order Lincoln county and city were united, and the assizes to be held at Lincoln. Other orders, all dated the 23rd Oct., issued as to Derby, uniting Leicester and Rutland together, and making Derby the assize town; Warwick was united with Northampton and Buckingham, Warwick being the assize town. Norfolk, Suffolk, and Cambridgeshire were united, the assize to be held at Norwich. Oxford to be united with Worcester, Oxford, Monmouth, and Gloucester, and the assize to be held at Worcester, while Salop to be united with Stafford and the assizes to be held at Stafford. The county of Southampton, Wilts, Dorset to form one county, the assizes to be held at Winchester; Devon, Somerset, and Bristol joined, and the assizes held at Exeter;

Montgomery, Merioneth, Carnarvon, Anglesea, Denbigh, Flint, and Chester to be joined, and the assizes held at Chester; Glamorgan, Carmarthen, Pembroke, Haverfordwest, Cardigan, Brecknock, and Radnor were joined by another order, and the assizes appointed to be held at Swansea. Persons on bail are not to be tried at the winter assizes unless jointly charged with another in actual custody. The orders, unless earlier revoked, are to continue in force until next October.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**THE EDUCATION OF SOLICITORS.**—May I be allowed space for a few remarks suggested by the letters of "Amicus Curie" and "A. L. S." in your issues of the 28th Oct. and 4th Nov.? I will endeavour to compress them as much as possible. It seems that the study of law has three sides, or aspects; the metaphysical (or scientific), which treats of the nature of law; the historical, which treats of the history of laws; and the practical, which treats of what at any given time is actually being done. A legal education which leaves out any one of these three must be incomplete in itself, though not necessarily incomplete for the purpose in hand. Law is studied either as a part of a liberal education or as a means of livelihood. In the former case no attention is bestowed on the third branch; in the latter the tendency is to concentrate on it all the attention. Hence in both cases results an incomplete view of the subject, producing in the one case not an imperfectly educated man, but in the other an imperfectly educated lawyer. This will be denied by some, who will say that a lawyer who has acquired a knowledge of the various rules which make up what is called practical knowledge, is sufficiently educated for his profession. Yet it will be evident on a little consideration that the rules of the third (or practical branch), depend on the concurrent action of the principle and facts of the former two; that they are framed partly with a reference to the essential principles of justice partly with a reference to the previous history of the particular body of laws. And if the rules so depend some knowledge of the two former branches will not only be desirable on its own merits, but also as enabling the rules of practice to be more completely understood, comprehensively reviewed, and easily remembered. Is, then, the acquisition of this knowledge to be left to chance, or is it to be the result of an originally well planned method? Surely to a method. And if the present system does not supply that method the following are the alterations I would propose:—That the system to be substituted be as follows: That service under articles be in all cases for three years only. That prior to entering into articles every candidate for admission as a solicitor be required either to have gained such a University degree as now relieves from two years' service, or to have passed an examination by the Incorporated Law Society in (1) the subjects now required in the preliminary examination, (2) some two or more of the following text books, which are enumerated only as examples: Blackstone's Commentaries, Austin's Jurisprudence, Reeves' History of English Law, Sanders' Institutes of Justinian, Hallam's Constitutional History, or portions of them at the discretion of the examiners; that the final examination, as at present, should be an inquiry into the fitness of candidates to be admitted solicitors. The advantages I see reason to expect from the system are the following:—Solicitors would have a guarantee that the youths they admitted into their offices, after passing the Law Society's examination (which might be prepared for in two years or less) were not entirely strange to the work to be set before them, and that an articulated clerk might soon be made an intelligent and useful assistant. Articled clerks would enter an office on better terms, with some idea of what they were about to do, and with some capacity to find for themselves the explanation of difficulties in practical text books and in practice itself. They would be no longer like men attempting to translate a book from a foreign language of which they must learn the rudiments from the book itself. The preparation for this first examination would, I believe, very soon be undertaken by ordinary schools; just in the same way as at present those schools undertake the preliminary training of the future doctor or clergyman by means of natural science and divinity classes or lectures. This would enable those parents who were desirous that their sons should enter on their future calling on attaining majority to continue them at school to eighteen years of age, instead of prematurely removing them at sixteen, as is frequently the case at present. These additional two years

would, I believe, be a gain to the youths themselves in general knowledge and discipline. Again, those who began their legal studies together at school would very readily at any future time unite for the furtherance of the interests of their common profession, and a serious blow would thus be struck at that incapacity for combination which is said to be one of the weaknesses of the profession in question. If the ordinary schools did not provide machinery for the purpose there is no doubt that the demand for legal education would produce a body of teachers who, even if they acted separately, would form the nucleus of that school of law which it seems those interested in legal education would do well rather to ask Parliament some day to recognise than at present to create.

G. M. JAMESON.

**SUCCESSION DUTY.**—A trustee for sale under a will, containing a bare power or trust for sale and for division amongst *cestuis que trustent*. Can a purchaser of freeholds from such a source insist upon the succession duty receipts being produced on the completion, or can the trustee say the trustee receipt clause in his testator's will exonerates the purchaser? The succession duty is a charge on the land, yet in practice many solicitors argue that the purchaser is discharged by the clause as to trustee's receipts, and that he can require no more. A SUBSCRIBER.

**BOOK POSTAGE.**—From the experience of your Manchester correspondent, as well as my own, I think it devolves on the Incorporated Law Society to come to an understanding with the Postmaster-General as to the documents which may be sent by the book post; and I appeal to the chairman of the society to take the matter up on behalf of the Profession. J. R.

**BOOK POSTAGE.**—Referring to the letters which have lately appeared in your columns on this subject, I desire to inform your correspondents that, having suffered from a precisely similar case to theirs, I addressed a letter of remonstrance to the officials of St. Martins-le-Grand, and succeeded in obtaining a repayment of the surcharge. In my letter acknowledging the return of the money, I told the Post Office authorities that if the case were repeated I should use my endeavours to bring the matter before the public, and before Parliament. In my opinion the practice amounts to the crime of obtaining money under false pretences, and if it be continued I counsel my professional brethren to join in bringing the matter to the notice of Parliament. J. W. HOWLETT.

[The crime you impute is wanting in the necessary element of "felonious intent."—Ed.]

**BILLS OF SALES ACT AND BANKRUPT ACT.**—I quite agree with what has been said by "O" in your last issue, that if the provisions of the reputed ownership section of the Bankruptcy Act 1869 are unaffected by the registration specially provided by the Bills of Sale Act, then so far as the bankruptcy laws are concerned the provisions for registration in the Bills of Sale Act are utterly useless; but I beg to refer "O" to the case of *Badger and another v. Shaw and another* (1 L. T. Rep. N. S. 323, Q.B.), and which I do not find to have been overruled, but confirmed by subsequent cases affecting the point in question. I shall feel much obliged by any of your correspondents referring to a case overruling, or at all questioning in any material degree, the decision in *Badger v. Shaw*. R.

**SERVING LEGAL NOTICES.**—When I read in your number of the 28th Oct. your editorial note ascribing "sharp practice" to a solicitor who expected 6s. 8d. for acceptance of service of a notice in a conveyancing matter, I confess that I felt a little indignant. I have ever been a stickler for the highest proprieties of the Profession, and in my time have incurred some inconvenience and loss in resisting practices that I thought derogatory. Yet I have ever been in the habit, when taking such a notice as the one in question to a solicitor, to accompany it with a tender of 6s. 8d. for his acceptance of service. In doing so, I take into consideration that my legal brother has to give me a certain amount of his time, and when I leave him has to send the notice to his client; or, if the deeds are in his own strong room, has to hunt them up and put the notice with them. For this the fee is moderate enough. Beyond this, I consider that I am generally saved time and trouble, for I know the *locale* of the solicitor, whilst it might cause me some difficulty to discover that of his client. Moreover, I have the advantage of ascertaining if any change in the possession of the property has occurred, and am possibly saved the risk of serving a person whose interest has ceased by transfer or otherwise. The objection of your correspondent, "A Solicitor of Twenty-two Years' Standing," that he might

declared void under particular circumstances by law or by mutual agreement.

The community between ship and cargo is therefore continued in a port of distress even after the unloading of the latter, and it is evident that the expense of unloading, storing, and re-shipping cargo, as well as the contingent expenses in the port of distress are in strict connection with the resolution to enter that port in order to repair damage.

To this obligation of the captain by contract, for the transport of the ship's cargo, such an importance is given in the Spanish law that it does not admit any general average if the ship only enters the port of distress in order to repair a particular damage, and accordingly leaves all the expense thereof to the charge of the ship. The law by this disposition does not take into consideration the fact of the properties being saved from common danger by the determination to enter port.

It is true, the general average being only a law of equity, its limits should be kept within strict bounds, but the fundamental principle ought, on the other hand, to be really applied, and the limits should not be drawn too narrow, as is certainly the case in the Spanish law, but also in the English.

An opposite error lately often occurs in American adjustments, by admitting, when the cargo has been landed in a port of distress, into general average every damage to the goods by breakage or by damage to their casing or covering without further examination, whether the same is proved to be actually the consequence of discharging the goods, or whether it has been caused by the accidents of the sea or by other incidents.

The *juste milieu* is expressed in the principle that only such further damages are to be admitted as are properly proved to stand in direct connection as between cause and effect with the sacrifice made, but not those which are only an accidental consequence of the same.

This principle and that before mentioned one, concerning the continuation of the community, will, as further emanations from and explanations of the fundamental principle of general average, it may be hoped, find general acknowledgment.

There is a third principle urged, and particularly stated in Mr. Richard Howndes' work on the law of general average—viz., not damage done to ship and appurtenances by extraordinary exertion in their regular service justifies its admission into general average, but only such damage that is caused by their being employed in a service for which they are not purposed.

This principle is expressly laid down by English judges in explanation of their motives for decision in particular cases. It rests on one part on the duty of the captain, to further the transport, to which he is bound by contract, by using all the means which ship and appurtenances offer for the purpose; on the other part, on the consideration that such an extraordinary exertion cannot be properly called a voluntary sacrifice, because the captain expects ship and cargo just to be saved by their power of really doing the service to which they are charged, and not by their destruction.

This principle is motive on one side to the law, not to admit damage by pressing of sails, on the other side to that of admitting damage by voluntary stranding. However, the principle appears not yet to be sufficiently discussed in all its bearings, so as to expect general admission thereof; it is, therefore, not yet mentioned in the following resolutions, but recommended to further discussion.

After having thus agreed upon the fundamental principles of general average, their expansion into a law must be left to a further agreement between the different governments. If they can be induced to take the matter in hand, they will, no doubt, first of all call together an assembly of men both experienced and interested in the matter—chosen from the most important commercial nations, in the way in which for instance the German governments did in codifying the maritime law—in order to agree upon the statute of an international law.

To this assembly, in order to give their deliberations the faculty of concrete formation, must necessarily be a full project of law, to form the basis, and it may be the qu

preferable to chose for that purpose a project, worked out entirely new, or to take one of the codifications already in existence. The latter appears to be preferable, at all events, and especially the German law should be recommended for the purpose, not only because it is the latest, but also because it is acknowledgedly the result of the most minute examinations by the most competent men under constant consideration of positive right of the laws of other nations and of commercial wants.

Is that done, then the law, which would be the result of these deliberations, could be placed in the stead of the present laws without much confusion and annoyance on the Continent, where the codifications all have a similar arrangement, and in England, which is hitherto without codification, any form of the same could be acceptable, provided it were in itself conspicuously and well arranged, and the contents fully answered the views which the English had finally adopted.

To the deliberations of the assembly the labours of the three former Congresses would form, moreover, valuable material.

From the foregoing remarks it will appear that if there is to be any prospect of an International agreement, England will have to give up its common safety theory, and confess to the common benefit theory of the other nations. Probably it was particularly the unwillingness to yield in this respect that moved the managers of Lloyds in 1864 to withdraw from the Congress. But the latter was right at the time, in so far that it is for England to take the lead in the movement, because the other States must demand of it beforehand to yield on this point.

There are, happily, signs at present that, in those circles which are most interested, the inclination to conciliate in this respect is much on the increase.

When the ground is so far smoothed, the creation of an International General Average Law appears not to offer any very great difficulties, for then all the differences would rest within the same general principles, and it would, in the whole, only remain to find out and state the true limits of equity.

The question might yet be raised, whether it be advisable to separate one chapter from the whole subject of maritime law, and treat the same by itself. All the topics embraced in it stand more or less in intimate connection with that of general average. However, all of them have, in the different codifications, been treated separately and distinctly by themselves, and alterations in the one do not necessarily involve thorough reformation in the others. Thus, in our German law the title of the ship's crew has been withdrawn, and the mariner's rules (Seemann's Ordnung) have taken its place. The title of general average may very well be treated in the same way.

Besides, we may hope that once a successful beginning having been made, international legislation may the sooner also proceed to other subjects of maritime law.

It is certain that, even though the matter may at once be taken seriously in hand, there will be long consultations required before the different opinions are so far brought in union, that a project of code can be actually drawn up and unanimously accepted. This project has after that to pass all the legislative bodies before it can be constituted as international law. Years will pass, therefore, even under the most favourable circumstances, before we reach the desired aim. In the meantime something could be done even now that would do away with a great part of the evil so deeply felt in the mercantile world, and this might be done by private agreement.

There is already almost everywhere on the continent, the usage, either legally prescribed or voluntarily conceded by the underwriters, to acknowledge every adjustment that is drawn up at the place of destination in legal form and in accordance with the laws of that place, and to pay their share of general average accordingly; this usage is, as above mentioned, also adopted more and more in England. Suppose the same be generally conceded as a rule and taken as regular clause into the policies where it is not prescribed by law. Much double adjusting and consequent loss to the insured would be avoided, and there would be left only one task—under the circumstances certainly a very difficult one—that is, to examine

the adjustment as to its legality in the place where it is drawn up. Even the English writers may generally concede this clause without prejudicing thereby their present position; they do not even so yield by it their own law, which may still be applied in full effect to adjustments made up in their own country, only concede to foreign countries the right to have their own views and to act thereupon give to their insured, who are forced to submit themselves to these foreign adjustments, indemnification, which they have a right claim.

As result of these observations the following resolutions are proposed:

1. The fundamental principle of general average is clearly and concisely expressed in the following words of the German code of commercial law: All damage done to ship or cargo, or both, by master or by his order with intent to save from a common danger, as also the consequent damage resulting therefrom, and the expenses incurred for the same purpose, are general average. General average is borne by ship, freight, cargo in common.

2. This fundamental principle finds its full illustration and application in the following additional principles:

a. By a temporary separation between ship and cargo during the voyage in consequence of accidents of the seas, the community between them is not dissolved nor suspended.

b. Only those consequences of the sacrifice made are to be allowed that are proved to stand in direct connection with them as between cause and effect, but those which are only an accidental consequence of the same.

3. On this basis an international general average law can, and ought to be, created; but there is no prospect ever to attain this without its being taken in hand by the different governments and legislative bodies, all the efforts must be directed towards inducing them to do so.

4. A very proper basis for the deliberation of such a law is given in the section of the German Code of the Commercial Law treating of general average. The transactions of the three International General Average Congresses in Hamburg furnish very valuable material for these deliberations.

5. To alleviate in the meantime as much as possible the evils arising from the present differences in the law, the acceptance of the following principle by all the insurance markets is recommended, viz., that the adjustments of general average drawn up at the port of destination in legal form and in conformity with the laws of that place, be everywhere acknowledged, and conformations to general average accordingly repaid by the underwriters.

6. The association nominates a committee charged the same with organising an agency for the formation of resolutions 3 and 5 in proper places, and with keeping the same in proper means.

Mein Herr Wendt, of London, average was the author of two papers, the one on bar the other on maritime tribunals. In the first advocates the adoption by legislators of the statutes: (1) That any person, his aid or abettor, wilfully over-insuring, or causing to do so, as also all concerned in any barratry, shall be guilty of piracy; (2) any person insuring goods not on board vessel shall be guilty of piracy. He supports his argument by adducing the call of the Bremen explosion and other instances of barratry which have occurred in his own experience forbear publishing the papers, either in original German or translated into English we have not had the opportunity of verifying the instances. At the same time we state common opinion, we believe, of Lloyds, of Mr. Plimsoll and Lord Shaftesbury, the obvious offence of barratry is not uncovered by Arson does not so completely cover the crime as barratry, which sinks a ship in ocean or strands her on a desert shore. second paper, that on maritime tribunals, a comprehensive grasp of mind. The opinion the well informed was that he seeks too. We certainly think that he is at least in ad of public opinion.

(To be continued).

## LEGAL OBITUARY.

his department of the LAW TIMES, is contributed by AND WALFORD, M.A., and late scholar of Balliol Oxford, and Fellow of the Genealogical and al Society of Great Britain; and, as it is desired it as perfect a record as possible, the families and deceased members of the Profession will oblige arding to the LAW TIMES Office any dates and is required for a biographical notice.

## E. BELDAM, ESQ.

Edward Beldam, Esq., F.R.G.S., barrister-at-law, of Banya, Royston, Cambridge. The sixty-fifth year of his age, was the son of the late William Beldam, Esq., of , by his marriage with Marianne, only r of William Woodham, Esq., of Shep- ll, Cambridgeshire. He was born in 1812, called to the Bar by the Honourable Lincoln's Inn, in Trinity Term, 1860. He magistrate for Hertfordshire and Cam- ire, and married, in 1844, Miss Eliza daughter of John Rankin, Esq., of New y whom he has left a family.

## O. W. FARRER, ESQ.

Oliver William Farrer, Esq., barrister- of Binnegar Hall, near Wareham, Dorset- died on the 6th inst., in the fifty-eighth his age, was the third son of the late William Farrer, Esq., of Ingleborough, re, by his marriage with Henrietta Elisa- daughter of the late Sir Matthew White Bart., of Blagdon, Northumberland, and of the Hon. John Scott, eldest son of the of Eldon. He was born in the year 1819, educated at Winchester School, under Dr. , and at Balliol College, Oxford, where he bachelor's degree in 1838, and proceeded 1841. He was called to the Bar by the ble society of the Inner Temple in Michael- m 1844, and joined the Northern Circuit, ag for some years at the West Riding i. Mr. Farrer was a magistrate for the of Dorset, and honorary captain of the Rifle Volunteers. He married, in 1848, daughter of the Rev. Robert Bryan

## R. HOLMES, ESQ.

Richard Holmes, Esq., solicitor, of Lancashire, who died at his residence, 10, Burnley, on the 3rd inst., in the sixty- ar of his age, was the only son of the late Holmes, Esq., of Linton, near Skipton, re, by Elizabeth, daughter of William , Esq., of Linton. He was born at Linton th June 1811, and was educated at Edward th's Grammar School at Giggleswick, near Yorkshire. He was articled to the late ry Alcock, of Skipton, and was admitted or in Trinity Term 1834, and was head of of Messrs. Holmes and Son, of Burnley. eased gentleman was a perpetual commis- a commissioner in all the courts. He , in 1844, Miss Janet Hogg, a daughter of Marmaduke Hogg, Esq., of Aldborough, roughbridge, Yorkshire, by whom he has living two sons (both of whom are soli- and one daughter. The remains of the gentleman were interred in the family the Cemetery, Burnley, on the 8th inst.

## COURTS AND COURT PAPERS.

## OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

MICHAELMAS SITTINGS, 1876.

## Rota of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Nov. 18	Ward	Pemberton
20	Cloves	Latham
21	Cloves	Merivale
22	Leach	Latham
23	Pemberton	Merivale
24	Cloves	Merivale
25	Leach	Latham
	V.C. Malins.	V.C. Bacon.
Nov. 18	Latham	Farrer
20	Milne	Teesdale
21	King	Ward
22	Milne	Teesdale
23	King	Ward
24	Milne	Teesdale
25	King	Ward
	V.C. Hall.	Certificates of Sale and Transfer.
Nov. 18	Milne	Merivale
20	Farrer	Leach
21	Farrer	Cloves
22	Farrer	King
23	Farrer	Milne
24	Farrer	Latham
25	Farrer	Farrer

Christmas Vacation will commence on Dec. 24, inst. on Jan. 6, both days inclusive.

## PROMOTIONS AND APPOINTMENTS.

NOTA BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. F. RICHARDSON, of Golden-square, has been appointed a Commissioner for Oaths in the Supreme Court of the Colony of Victoria, for London.

MR. G. WINCH, of Chatham, has been appointed Steward of the Manor of Chatham. Mr. Winch is also clerk to the stipendiary magistrate for Sheerness, registrar of Sheerness County Court, and deputy-coroner for Kent.

## THE GAZETTES.

## Professional Partnerships Dissolved.

ELCUM and HOOVER, attorneys and solicitors, Bedford-row, Holborn (Hugh W. ELCUM and James H. HOOVER). Oct. 21 Gazette, Nov. 8.

CLARK and SCOTCH, solicitors, King-st, Chesham (George Clark and Joseph Scotch). Oct. 21 Gazette, Nov. 7.

GOVER, JAMES DINWELLY, and NORTON, EDWIN, solicitors, King-st, Chesham. Oct. 21 Gazette, Nov. 7.

KILLMISTER, SON, and PROCTOR, solicitors, Macclesfield (George Ridgway Killmister, George Ridgway Killmister, jun., and Arthur Crabtree Proctor), as regards G. R. Killmister. Nov. 4 PARKER, G. F., and LOCKE, solicitors, Milners-bldgs, Finsbury (George Francis Parker and Charles Wollaston Locke). Oct. 21 Gazette, Nov. 7.

## Bankrupts.

To surrender at the Bankrupts' Court, Lincoln's Inn-fields.

KNIGHT, DOUGLAS, grocer and builder, Alpha-pl, Canterbury-rd, Kilburn. Pet. Nov. 7. Reg. Haslett. Sols. Morris and Co., Finsbury-circus. Sur. Nov. 23

To surrender in the Country.

HAMBURGER, SAMUEL, Jeweller's factor, Birmingham. Pet. Nov. 7. Reg. Cole. Sur. Nov. 20

HUNT, GEORGE WARWICK, gentleman, Hove, near Brighton. Pet. Nov. 18. Reg. Evered. Sur. Nov. 20

MYRING, CHARLES, saddler, Birmingham. Pet. Nov. 6. Reg. Parry. Sur. Nov. 24

STAFFORD, FRANCIS, tobacconist, Ilkeston. Pet. Nov. 8. Reg. Waller. Sur. Nov. 20

Gazette, Nov. 14.

To surrender in the Country.

BACKHOUSE, THOMAS, New Beckenham, co. Kent. Pet. Nov. 6. Reg. Rowland. Sur. Nov. 24

EVANS, DAVID, builder, at Llewellyn, near Neath. (Pet. Nov. 8. Reg. J. Jones. Sur. Nov. 27

HUTCHINSON, JOHN JOSEPH WILLIAM clock case manufacturer, Birmingham. Pet. Nov. 7. Reg. Parry. Sur. Nov. 20

KAYE, JOHN, rope and twine maker, Huddersfield. Pet. Nov. 9. Reg. P. R. Jones. Sur. Nov. 20

LAWRENCE, JAMES, victualler, Poole, and brick manufacturer, Kinson, near Poole. Pet. Nov. 10. Reg. Dickinson. Sur. Nov. 27

WOOD, CHARLES, innkeeper, Leeds. Pet. Nov. 8. Reg. Marshall. Sur. Dec. 6

## Bankruptcies Annulled.

Gazette, Nov. 7.

THOMAS, WILLIAM LYNALL, engineer, Hove. June 20, 1876

Gazette, Nov. 10.

ROBERT, CHARLES, merchant, Mark-la. July 17, 1876

IDA, E. G., Princess-st, Cavendish-sq. Oct. 6, 1876

PRIESTLEY, THOMAS, and PRIESTLEY, SIMON, woollaplers, Halifax. April 25, 1876

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 10.

AITKEN, MARTIN IRVING, flax dresser, Alford. Pet. Nov. 3. Nov. 21, at three, at office of Sols. Walker and Co., Alford

ANCHER, WILLIAM, beer-seller, Chorley. Pet. Nov. 6. Nov. 23, at eleven, at office of Sols. Messrs. Binger, Sheffield

ARMER, CHARLES WINSHIP, grocer, Gateshead. Pet. Nov. 6. Nov. 23, at eleven, at office of Sols. Allan and Davies, Newcastle

ASHWORTH, WILLIAM, late insurance agent, Nottingham. Pet. Nov. 7. Nov. 24, at twelve, at office of Sols. Wells and Hind, Nottingham

BARKER, GEORGE, grocer, Wednesbury. Pet. Nov. 6. Nov. 23, at three, at office of Sols. Sheldon, Wednesbury

BEARDS, BEARDS, general dealer, Wolverhampton. Pet. Nov. 7. Nov. 23, at eleven, at office of Sols. Stratton and Redland, Wolverhampton

BENNETT, SARAH, draper, Nottingham. Pet. Nov. 4. Nov. 23, at twelve, at office of Sols. Bell, Nottingham

BENTLEY, JOHN, journeyman tallow chandler, Glascoke, near Tarnworth. Pet. Nov. 6. Nov. 23, at three, at office of Sols. Boston, Birmingham

BENTLEY, SAMUEL, bookseller, Bradford. Pet. Nov. 6. Nov. 23, at one, at office of Sols. Rookes and Midgley, Leeds

BIRD, ALFRED GREENWOOD, shoe merchant, Leeds. Pet. Nov. 7. Nov. 24, at two, at office of Sols. Rookes and Midgley, Leeds

BLISS, GEORGE, farmer, Stoke Goldington. Pet. Nov. 6. Nov. 21, at eleven, at office of Sols. Jellery, Northampton

BLUNT, THOMAS, Birmingham. Pet. Nov. 7. Nov. 20, at eleven, at office of Sols. Duke, Birmingham

BOOTH, THOMAS, provision dealer, Newcastle. Pet. Nov. 7. Nov. 24, at three, at office of Sols. Johnston, Newcastle

BRADLEY, PHILIP, horsebreaker, Wakefield. Pet. Nov. 7. Dec. 1, at one, at J. Holmes, the Manor House inn, Wakefield. Sol. Stringer

BREWSTER, GEORGE ENOCH, late smack owner, Hull. Pet. Nov. 6. Nov. 23, at eleven, at office of Sols. Messrs. Shackles, Hull

BURTON, ROBERT, jun., farmer, Harlethorpe, near Howden. Pet. Nov. 6. Nov. 24, at eleven, at office of Sols. Burton, Selby

CALN, GEORGE, grocer, Chorley. Pet. Nov. 6. Nov. 23, at three, at office of Sols. Rutter, Bolton

CALDERWOOD, GEORGE, manufacturer, Castle-st, Falcon-sq. Pet. Nov. 2. Nov. 24, at two, at office of Sols. Webb, Barbican-chmbs, Barbican

CASH, FREDERICK, and DAVIS, JOHN, umbrella furniture manufacturers, Birmingham. Pet. Nov. 6. Nov. 27, at three, at office of Sols. Rowlands and Bagnall, Birmingham

CATCHPOLE, JOHN GRAYSTON, fruiterer, Pont-st, Belgrave-sq, and Byrne-rd, Balham. Pet. Nov. 8. Nov. 27, at eleven, at the Bedford hotel, Maiden-la, Covent-gdn. Sols. Barton and Co., Henrietta-st, Covent-gdn.

CLARKE, GEORGE, and PIKE, WILLIAM, wholesale boot manufacturers, Tabernacle-walk, Finsbury. Pet. Nov. 7. Nov. 23, at twelve, at office of Sols. French, Cruickshanks

COLLINS, GEORGE, greengrocer, Cardiff. Pet. Oct. 26. Nov. 20, at eleven, at office of Sols. Morgan, Cardiff

COOPER, EDWIN, victualler, Stratford-on-Avon. Pet. Nov. 6. Nov. 27, at eleven, at the Falcon hotel, Stratford-on-Avon. Sol. Lane, Stratford-on-Avon

COPE, JOHN, shipwright, Cardiff. Pet. Nov. 3. Nov. 23, at eleven, at office of Sols. Morgan, Cardiff

COSE, RICHARD LAWRENCE, out of business, Brighton. Pet. Nov. 6. Nov. 20, at three, at Slater and Pannells, 1, Guildhall-chmbs, Basinghall-st. Sol. Parry, Basinghall-st

CURRY, ROBERT, greengrocer, Liverpool. Pet. Nov. 8. Nov. 23, at three, at office of Sols. Nordon, Liverpool

DAVIES, EDWARD, contractor, Dinas, near Pontypridd. Pet. Nov. 6. Nov. 23, at twelve, at the Public-hall office, Treherbert. Sol. Howells

DAWES, WILLIAM, late beerhouse keeper, Birmingham. Pet. Nov. 7. Nov. 25, at half-past eleven, at office of Sols. Ward, Birmingham

EARL, SAMUEL, farmer, Upper Wealdon. Pet. Nov. 8. Nov. 23, at three, at office of Sols. Beeke, Northampton

EMERY, ROBERT, merchant, Cardiff. Pet. Nov. 4. Nov. 23, at three, at office of W. H. Williams and Co., Albert-chmbs, High-st, Cardiff. Sols. Ingledew, Ince, and Vachell, Cardiff

EVERITT, ROBERT, superintendent of police, Ilminster. Pet. Nov. 8. Nov. 23, at eleven, at office of Sols. Fall, Ilminster

FAULKNER, ISRAEL, late grocer, Houghton. Pet. Nov. 6. Nov. 23, at three, at the White House hotel, Denton

FLOURY, EUGENE LUCIEN, wholesale dealer in mantles and costumes, Berners-st. Pet. Nov. 6. Nov. 23, at two, at the Guildhall tavern, Gresham-st. Sol. Froggatt, Argyll-st, Regent-street

FORKWALL, HENRIKIAN, fancy box manufacturer, Leicester. Pet. Nov. 6. Nov. 24, at three, at office of Sols. Wright, Leicester

FOSTER, FREDERICK, builder, Royal Leamington Spa. Pet. Nov. 4. Nov. 23, at twelve, at office of Sols. Sanderson, Warwick

FOSTER, JOHN JONES, iron founder, Liverpool. Pet. Nov. 7. Nov. 27, at three, at office of Sols. Messrs. Yates and Stan-nought, Liverpool

GREGG, PETER WILLIAM, confectioner, Mile-end-rd. Pet. Oct. 26. Nov. 18, at ten, at 153, Westminster-bridge-rd, Lambeth. Sol. Gosly, Bow-st, Covent-gdn

HARRIS, THOMAS, contractor, Victoria, near Ebbw-vale. Pet. Nov. 8. Nov. 23, at ten, at office of Sols. David, Newport, Mon.

HARRIS, JAMES THOMPSON, grocer, St. Helen's. Pet. Nov. 7. Nov. 23, at three, at office of Sols. B. Mather, 1, Commerce-st, Harrington-st, Liverpool. Sol. Massey, St. Helen's

HEALD, GEORGE FENTON, organ builder, Sheffield. Pet. Nov. 6. Nov. 23, at twelve, at office of Sols. Hodgson, Sheffield

HINCHCLIFFE, JAMES, Manchester, and Medlock-vale Hall, near Ashton-under-Lyne, and PILLING, JAMES, Ardwick, grey cloth agents. Pet. Nov. 6. Nov. 21, at three, at office of Sols. Messrs. Fox, Manchester

HODGSON, WILLIAM, umbrella maker, Bristol. Pet. Nov. 7. Nov. 24, at twelve, at office of Sols. Plummer, Bristol

HORNBY, GEORGE, gasfitter, Southampton. Pet. Nov. 3. Nov. 23, at three, at office of Edmunds, Davis, and Clarke, account-ants, 8, Old Jewry, London. Sol. Shuttle, Southampton

HUNT, HARRY, baker, Aston. Pet. Nov. 8. Nov. 24, at eleven, at office of Sols. Smith, Birmingham

HUNTON, CHARLES, out of business, Leeds. Pet. Nov. 6. Nov. 23, at three, at office of Sols. Hewson, Leeds

HURRELL, ROBERT, carman, St. Mary-at-hill, and Cold Harbour-la, Camberwell. Pet. Oct. 31. Nov. 23, at eleven, at the Masons' Hall tavern, Masons-avenue, Basinghall-st. Sol. Rigby, Berns-ford-st, Walworth

HYDES, JOHN, and JUDD, SAMUEL, bill discounters, Hunslet, under style of the West Riding Loan and Investment Society, pany. Pet. Nov. 2. Nov. 23, at two at the Liverpool and don-chmbs, 63, Albion-st, Leeds. Sols. Simpson and Burrell

JACKSON, WILLIAM, ironmonger, Gainsborough. Pet. Nov. 6. Nov. 23, at one, at the Exchange hotel, Sheffield. Sols. Oldham and Iveson, Gainsborough

JENKS, THOMAS JONES, black ornament manufacturer, Birming-ham, Aston, and Glasgow. Pet. Oct. 19. Nov. 18, at eleven, at the Union hotel, Birmingham. Sol. East, Birmingham

JOBLING, GEORGE, innkeeper, Leven-bridge, near Yarm. Pet. Nov. 7. Nov. 24, at half past eleven, at the office of Hudson and Sons, accountants, Dorecot-st, Stockton. Sols. Garbutt and Fawcett, Stockton

JONES, THOMAS GRIFFITHS, iron merchant, Neath. Pet. Nov. 4. Nov. 23, at twelve, at office of Sols. Leyson, Neath

KAY, MARY ANN, milliner, Workington. Pet. Nov. 7. Dec. 1, at twelve, at the Globe hotel, Cockermouth. Sol. Aiter, White-haven

LANE, MARY, sometimes called Mary Lane Robinson, widow, beerhouse keeper, Kimberley. Pet. Nov. 6. Nov. 20, at twelve, at office of Sols. Cockayne, Nottingham

LEWIS, WILLIAM, jeweller, Birmingham. Pet. Nov. 3. Nov. 23, at three, at office of Sols. Jacques, Birmingham

LITTLE, NURBOROUGH ROXLEY JOHN, wine merchant, Fleet-st. Pet. Oct. 30. Nov. 21, at eleven, at Dick's Coffee-house, 3, Fleet-st. Sol. Johnson, Arundel-st, Strand

MARTIN, JOHN ROBERT, joiner, Lincoln. Pet. Oct. 27. Nov. 18, at eleven, at office of G. Jay, accountant, Bank-st, Lincoln. Sol. Rex, Lincoln

MAXFIELD, HENRY THOMAS, elastic web manufacturer, Leices-ter. Pet. Nov. 7. Nov. 23, at twelve, at office of Sols. Wright, Leicester

METCALF, GEORGE, farmer, Oak Style, near Grewelthorpe. Pet. Nov. 6. Nov. 23, at eleven, at the Bay Horse inn, Masham. Sol. Calvert, Masham, via Bedale

MEYER, ALFRED DUFAS, factor, Sheffield. Pet. Nov. 7. Nov. 24, at eleven, at office of Sols. Messrs. Binger, Sheffield

MOLS, JOHN, bootmaker, Consett. Pet. Nov. 7. Nov. 23, at two, at office of Sols. Messrs. Joel, Newcastle

MOORE, JOHN MORRIS, farmer, Kenilworth. Pet. Nov. 6. Nov. 23, at three, at the Globe hotel, Warwick. Sols. Pain and Hawth

NIXON, JAMES, wine merchant, Hastings. Pet. Nov. 2. Nov. 30 at three, at the London Warehousemen's Association, 144, Chesham-st. Sol. Pinkett, Gutter-la, Chesham

PARSONS, RICHARD, corn merchant, Quernmore, Pet. Nov. 6. Nov. 23, at two, at office of Sols. Messrs. Sharp, Lancaster

PEEL, ROBERT PEAL, grocer, Bradford. Pet. Nov. 6. Nov. 22, at four, at office of Sols. Atkinson, Bradford

PENNEL, WILLIAM, victualler, Dudley. Pet. Nov. 3. Nov. 21, at eleven, at office of Sols. Whitehouse, Dudley

PHEASANT, HENRY, farmer, Threockingham. Pet. Nov. 4. Nov. 23, at eleven, at the Fortescue Arms inn, Billingham. Sol. Law, Stamford

PICKERING, SAMUEL WHALEY, chemist, Manchester. Pet. Nov. 8. Nov. 23, at three, at office of Sols. Shippey, Manchester

READING, WILLIAM, baker, Aldeburgh. Pet. Nov. 7. Dec. 1, at two, at the East Suffolk hotel, Aldeburgh. Sol. Foland, Ipswich

REINHOLD, HERMANN ADOLPH, mechanician, Wellington-st, Woolwich. Pet. Nov. 7. Nov. 23, at three, at office of Barrett and Patey, 90, London-wall. Sol. Jenkins, Tavistock-st, Strand

RODDA, JOHN, builder, Antrobus-rd, Acton-green. Pet. Nov. 2. Nov. 18, at three, at office of Sols. Clarke, Blomfield-st

ROEBUCK, WILLIAM RICHARDSON, of no occupation, Gray's-inn-sq. Pet. Oct. 27. Nov. 22, at two, at office of Sols. Duncan, Gracechurch-bldgs, Gracechurch-st

ROSE, JAMES, painter, Great Grimsby. Pet. Nov. 8. Nov. 23, at two, at office of Sols. Messrs. Mason, Great Grimsby

ROYER, RICHARD JOHN, baker, Redcar. Pet. Nov. 3. Nov. 23, at three, at office of Sols. Bell, West Hartlepool

RUSSELL, DAVID, bookkeeper, Southport. Pet. Nov. 6. Nov. 21, at eleven, at office of Sols. Williams, Liverpool

SAUL, RICHARD, tailor, Birkenhead. Pet. Nov. 8. Dec. 1 at three, at office of Sols. Lowe, Liverpool

SCOTT, GEORGE, cloth merchant, Leeds. Pet. Nov. 7. Nov. 22, at three, at office of J. South, Kirk, and Co., Royal Insurance-bldgs, Park-row, Leeds. Sol. Fulan

SEATON, PHILLIP RICHARD, upholsterer, Mill-st, Hanover-sq. Pet. Nov. 6. Nov. 23, at twelve, at office of Sols. Bridger and Collins, King William-st, city London

SENIOR, JAMES, tailor, Dewsbury. Pet. Nov. 7. Nov. 24, at half past ten, at office of Sols. Messrs. Ridgway, Church-st, Dept-ford

SKELTON, FREDERICK, cabinet manufacturer, Great Dover-street, Borough. Pet. Nov. 8. Nov. 23, at two, at office of Whittington, Bishopsgate-st, Woburn



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*[Continuation of faint, mostly illegible text in the leftmost column.]*

*[Faint, mostly illegible text in the middle column, likely bleed-through from the reverse side of the page.]*

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**Students.**

**UNIVERSITY OF CAMBRIDGE.**

*[Faint text listing students and their details.]*

**UNIVERSITY OF OXFORD.**

*[Faint text listing students and their details.]*

**Deaths of Students.**

*[Faint text listing deaths of students.]*

**BIRTHS, MARRIAGES, AND DEATHS.**

*[Faint text listing births, marriages, and deaths.]*

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## The Law and the Lawyers.

COMPLAINTS are rife concerning the severity of the last examina-  
 tion for the Bar, a large proportion of candidates having been  
 lucked. The papers seem to have been unusually "stiff," and  
 Roman law was fatal to many. We have received a letter from a  
 correspondent vigorously assailing the policy of giving Roman  
 law so much prominence. He writes: "Two gentlemen have been  
 elected, who are (as I am informed), the Professors of Roman Civil  
 law at the Universities of Oxford and Cambridge—gentlemen,  
 of barristers, who devote their lives to this one subject,

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and who naturally look upon it in the exaggerated light common  
 with persons who only study one subject. If barristers had been  
 selected they would properly subordinate the study of this sub-  
 ject, so as not to make it usurp the place of more necessary and  
 practical legal knowledge. Now, Sir, how has this system  
 worked? Last week an examination of students in Roman Civil  
 Law (for the four Inns of Court) took place before the examiner.  
 Seventy-five young gentlemen presented themselves. Of these  
 no less than thirty were plucked! Of these, I know as a fact that  
 several were persons of great intelligence and industry, who had  
 for the past twelve months exclusively devoted themselves to the  
 study of Roman Civil Law, and had most certainly acquired a  
 knowledge of it far greater than they would ever require for use  
 in their future professions. Here, then, has been one-third of the  
 preparatory period of study consumed in getting up a subject in  
 which after all they have been deficient." It will be a great evil  
 if this study is made a stumbling block, and we trust that the  
 result of the recent examination will induce the authorities to  
 reconsider the matter. In our opinion, Roman Civil Law should  
 be made the subject of an intermediate examination at the end of  
 a student's first year, in order that the residue of his time might  
 be devoted exclusively to the study of the other branches of study  
 in which he must pass. Our correspondent draws an inference  
 against the examination from the large proportion of rejected can-  
 didates. We do not know that this is fair to the examination,  
 but the proportion is so startling that it invites inquiry.

A RECENT Act of Parliament rendered stockbrokers who had  
 received money or any valuable securities with written instruc-  
 tions to apply the same in a particular manner, criminally liable  
 if they fraudulently converted such money to their own use. In  
 a case that was before the Court of Appeal on the 16th inst., a  
 clergyman had verbally instructed his broker to sell for him  
 £4212 Consols, and to reinvest the proceeds in the purchase of Lon-  
 don and North-Western Railway stock. It appeared that at the time  
 of giving these instructions he informed the broker that he was  
 dealing with these funds only in the capacity of trustee under his  
 father's will. The broker sold the Consols and paid the amount  
 he received into his bankers; he also entered into a contract for  
 the purchase of the railway stock for the next settling day.  
 Between his doing so and the next settling day, however, he  
 became a bankrupt, and was declared a defaulter on the Stock  
 Exchange, and on the settling day the money for the purchase of  
 the railway stock was not forthcoming. Thereupon the broker's  
 principal made an application before Mr. Registrar PEYRS that the  
 money realised by the sale of the Consols, or so much of it as could  
 be traced, should be handed over to him. The Registrar de-  
 clined to make the order on the ground that the broker stood  
 in the relation of a banker to his client, not in that of a trustee.  
 On appeal, this decision was reversed; Lord Justice JAMES and  
 BRAMWELL, J.A., holding that a stockbroker who receives money  
 from a principal for any purpose is in the position of a trustee  
 with respect to the money received until the purpose is fulfilled,  
 and BAGGALLAY, J.A., holding that at all events a broker is in  
 that position when he has notice that the money he is dealing  
 with is a trust fund. So that, according to the ruling of the  
 majority of the court, there can be no doubt that had the broker  
 in question received his instructions in writing, he would have  
 come within the Act we have referred to. It behoves stock-  
 brokers, therefore, to be very careful in separating their clients'  
 money from their own; or they may find that when they  
 imagined that they were merely incurring a debt, they incurred a  
 liability for a criminal breach of trust.

THE event of the week has been the first sitting of the House of  
 Lords, during a prorogation of Parliament, under the Appellate  
 Jurisdiction Act 1876. The 8th section of that Act provides that  
 "for the purpose of preventing delay in the administration of  
 justice," the House may sit for the purpose of hearing appeals  
 during any prorogation of Parliament "at such time and in such  
 manner as may be appointed by order of the House of Lords, made  
 during the preceding session of Parliament." The requisite stand-  
 ing order of last session having fixed the first day of meeting for  
 the 21st Nov., five law lords, being the LORD CHANCELLOR, LORD  
 O'HAGAN, LORD PENZANCE, LORD GORDON, and LORD BLACKBURN,  
 took part in the hearing of *Radley v. London and North Western  
 Railway Company*, in which case judgment was deferred. The  
 list contains at present eight more cases, in all of which it is pos-  
 sible that judgment may be delivered before Christmas. An en-  
 tirely new procedure is called into existence by the Appellate  
 Jurisdiction Act, or, rather, by the Standing Orders of the House  
 of Lords made in pursuance of that Act. "An appeal," says the  
 Legislature in the 11th section, "shall not lie from any of the  
 courts from which an appeal to the House of Lords is  
 given by this Act, except in manner provided by this Act,  
 and subject to such conditions as to the value of the sub-  
 ject matter in dispute, and as to giving security for costs,  
 and as to the time within which the appeal shall be brought,  
 and generally as to all matters of practice and procedure, or other-  
 wise, as may be imposed by orders of the House of Lords." Im-

portant standing orders under this section have been recently issued. They provide (*inter alia*) that, except where otherwise provided by statute, no petition of appeal be received unless the same be lodged in the Parliament office within one year from the date of the last judgment appealed from; that all petitions of appeal be signed and the reasonableness thereof certified by two counsel in the case; and that each appellant give security for costs to the amount of £500. They do not make any direct condition "as to the value of the subject matter in dispute;" but we suppose that the requirement of the certificate of counsel is intended to check frivolous appeals. The Appellate Jurisdiction Act contains no provision as to the publication of the standing orders, nor as to their presentation to the House of Commons; and it will be observed that while orders appointing the time of sitting can only be made during a session properly so called, orders as to procedure and practice may be made at any time. We print elsewhere the text of the standing orders already promulgated.

THE case of *Re Lazarus*, which has been before Mr Registrar HAZLITT in the Court of Bankruptcy, has at least one remarkable feature. It cruelly illustrates the working of our bankruptcy machinery. The total assets realised amounted to £399 1s. 10d. The total expenditure was thus made up:

Rents, rates, and taxes .....	£261	14	3
Law charges .....	201	3	6
Court fees .....	2	5	9
Receiver's costs .....	119	0	1
Trustee's remuneration .....	112	15	0
Incidental outlay .....	168	12	8

Leaving a balance for the creditors of £33 11s. 5d.! This hardly needs commentary.

A VERY extraordinary case, interesting to the legal Profession, was recently before the Colchester bench of magistrates. The life of one BLUMBERG had been insured in various offices for £13,000. He died soon after abroad. The offices resisted payment, and Messrs. PALMER, BULL, and FRY were solicitors for one of them. In the course of the proceedings Mr. BULL received a letter from ENGLISH, a clerk in the office of Mr. JONES, a solicitor of Colchester, enclosing the press copy of a letter, extracted from Mr. JONES's letter book, which is as follows:—

[BLUMBERG.]

Colchester, 25th Sept. 1874.

DEAR SIR,—I suppose Mr. Evans delivered my message to you yesterday. What I recommend you to do is to write and say that Blumberg has gone to Japan, and that you are ready and willing to pay the "extra risk" premium. I should not tell them at present he is dead. We yesterday telegraphed through the Home Office for five certificates of death, including one for you. Can you meet me at Jefferies' on Saturday, as he wants to see you particularly, and will then arrange the matters you wrote about.—Yours truly,

H. JONES.

G. E. Digby, Esq., Solicitor, Maldon.

ENGLISH requested Messrs. PALMER and Co. to return this letter, but Mr. BULL had it photographed and then returned it to Mr. JONES, informing him how it had come into his hands. Thereupon Mr. JONES commenced criminal proceedings, not only against English for felony, but against Mr. BULL for receiving the letter, knowing it to have been stolen. The proceedings ended by the charge against Mr. BULL being dismissed and ENGLISH being committed for trial. We should hardly like to express an opinion of the proceedings against Mr. BULL. Mr. JONES said that Mr. BULL should have returned the letter without reading it. That would have been an act of childish simplicity and self-denial and blindness to clients' interests for which few solicitors would like to receive credit. Having read the letter, as he did as a matter of course, he would have winked at a very questionable transaction, and neglected the interests of his clients, had he failed to preserve copies of the stolen epistle. To say the least, Mr. JONES made a blunder in writing the letter. He committed another when he instituted criminal proceedings against Mr. BULL.

#### REMOTENESS IN REGARD TO LIMITATIONS AFTER ESTATES TAIL.

In an article on the 16th ult., on the proposed alteration of the law in regard to contingent remainders, we suggested that it would be expedient to provide, that in regard to remoteness, remainders, or other limitations, to take effect after or in defeasance of estates tail, whether legal or equitable, should be protected, if in event they vested, during the continuance of the estate tail, or at the moment of its expiration or determination. In support of this view we adduced the reasoning of the editors of the late Mr. Jarman's "Treatise on Wills," vol. i., pp. 236-238, third edition, as proving that although contingent remainders, properly so called, which might by possibility vest during the continuance of the estate tail, or at the moment of its determination, were not open to objection on the ground of perpetuity, yet that remainders (or, more properly, executory limitations) after equitable estates tail, may in certain cases be void *ab initio* for remoteness. In applying the ordinary rule as to perpetuities to any

executory limitation after an estate tail, it must be borne in mind, as well settled law, that if it can be predicated that such limitation must necessarily vest, if at all, during the continuance of the estate tail, or at the moment of its determination, it is excepted from the operation of the rule, since, being barrable, it is out of the mischief against which the rule is directed. See the authorities referred to at p. 230 of the treatise above mentioned, to which we may add the recent case of *Heasman v. Paine* (26 L. T. Rep. N. S. 299; L. Rep. 7 Ch. App. 275). In that case Lord Justice James, approving a similar remark by Vice-Chancellor Malins, is reported to say that no limitation after an estate tail could be void for remoteness. It is, however, clear from the nature of the case before him, and from the subsequent remarks that his attention was directed to cases where such limitations would at the latest take effect, if at all, immediately after the estate tail. It would be a perverse straining of a general remark to apply it to cases where, as in *Cole v. Sevell* and *Doe v. Perratt*, the limitations, if they had been equitable, instead of being remainders, would not necessarily vest before or at the determination of the estate tail. Take, for example, the case of a gift to A. in equitable tail, with proviso that on failure of issue under the entail or afterwards the land should go to the grandson of B., who should first attain twenty-one. We think most lawyers would entertain a strong opinion that this and similar executory limitations were void in conception for remoteness. For the reasons we have before stated, it seems desirable that such limitations should be allowed, as contingent remainders now are, to await the determination of the estate tail, and to take effect if they should happen to vest thereafter previously.

#### BILLS OF SALE, REPUTED OWNERSHIP, AND APPARENT POSSESSION.

WE observe that some of our correspondents are considerably exercised on the above topics. Some are of opinion "that if the provisions of the reputed ownership section of the Bankruptcy Act are unaffected by the registration specially provided by the Bills of Sale Act, then, so far as the bankruptcy laws are concerned, the provisions for registration in the Bills of Sale Act are utterly useless." One inquires whether the case of *Badger v. Shaw* (L. T. Rep. N. S. 323), which decides that registration does not displace the effect of reputed ownership in the event of the assignor's bankruptcy has been overruled, while another thinks that the doctrine in question has been overruled by decided cases. We might refer to several articles in the LAW TIMES on the above subject, especially to "Bills of Sale and Apparent Ownership" (Jan. 6, 1872; LAW TIMES, Vol. lii. 170); also to the case of *Ex parte Harding* (L. Rep. 15 Eq. 223; 28 L. T. Rep. N. S. 241), where, as in an unreported case of *Ex parte Brown, re Scrivener*, on 12th Feb. 1872, referred to LAW TIMES, Vol. liv. 299, Sir J. Bacon, C.J.B., acted on the doctrine of *Badger v. Shaw*. This doctrine, whether politic or the reverse, is unquestionably sound law. In order to understand the Bills of Sale Act, it is necessary as a preliminary to keep firmly in mind that it is an invalidating, and not a validating, statute. It does not render valid as against trustees in bankruptcy or execution creditors, any assignment which apart from the Act, would be invalid. As a consequence, if an assignor, with the consent of the true owner, be allowed to take the possession order or disposition, registration of the bill of sale will not prevent the chattels from passing to the trustee in the assignor's bankruptcy; so also it was decided in the important case of *Spackman v. Miller* (12 C. B., N. S. 659), that a proviso for enjoyment by the assignor until notice or until default, so as to maintain possession consistent with the title in order to exclude the application of the doctrine of reputed ownership, is a futile device. Though all this is no doubt so, the assertion of our correspondent that registration as against the assignor's bankruptcy is "utterly useless," is, like many other sweeping assertions, very wide of the truth. We will indicate at least three points in which a registered deed would prevail where an unregistered deed would fail. In the first place, if the deed be registered, a bona fide attempt by the assignee to gain possession, showing that he is the true owner, did not consent to further possession by the assignor, would protect the bill of sale; otherwise, if the bill of sale were unregistered—for, as against such bills of sale, apparent possession, with or without consent, is fatal: (*Ancona v. Rogers* 35 L. T. Rep. N. S. 115.) In the second place, if the deed be registered, fixtures would not in any case pass to the trustee in bankruptcy, not being personal chattels within the Bankruptcy Acts (*Ex parte Reynal*, 2 M. D. & D. 433, where the authorities collected)—otherwise, if the deed be unregistered, for, by the Bills of Sale Act they are, for the purposes of that Act, "chattels personal," and if remaining in "the apparent possession" of the assignor will pass to the trustee on his bankruptcy.

In the third place, if the assignor be not in trade the doctrine of reputed ownership does not apply to his chattels under the Bankruptcy Act 1869, sect. 15, so that a registered deed would be good, but an unregistered deed in the case of the assignor's "apparent ownership" would be invalid. See *Re Barron ex parte Cochrane* (3 Ch. Div. 324), affirmed by the Court of Appeal on the 16th inst., which shews also that where, as against

Trustee in liquidation of a non-trader a first bill of sale is void for want of registration, the holder of a second bill of sale duly registered is entitled to the chattels comprised in it. Indirectly, therefore, as the result of registration coupled with the accident of the assignor's liquidation, the second mortgagee prevailed over the first mortgagee, which he would have been unable to do if the assignor had not gone into liquidation or become bankrupt, or, as in *Richards v. James* (L. Rep. 2 Q. B. 285; 16 L. T. Rep. N. S. 274), had an execution levied on the chattels.

## THE REFORM OF CRIMINAL PROCEDURE.

### DISTINCTION BETWEEN FELONIES AND MISDEMEANORS.

We endeavoured to point out in our last article some of the numerous inconsistencies which, at the present time, attended the administration of the criminal law by reason of the meaningless distinctions which are still allowed to exist between felonies and misdemeanours, and suggested amendments which are imperatively called for if such distinctions are still to be maintained in their present form. Unfortunately the injustice that is too frequently the result of the subsisting state of things is not confined to the proceedings at the trial. In most of our prisons the consequences are very different. A man who steals a fowl and undergoes a term of imprisonment for that offence must often feel agreeably surprised to find how much better he is treated when subsequently he is again imprisoned for what is substantially the same offence, namely, obtaining the like by means of a false pretence. This is, however, a result which cannot well, under the existing state of things, be obviated; and defects of this kind must still be permitted to continue so long as the present distribution of offences endures. The main consideration, therefore, is whether the distinction itself ought either to be entirely abolished or, at least, to undergo a substantial modification.

Now a few considerations will probably suffice to show that it is essential that there should be some classification of crimes. The term felony, without doubt, implies a crime which is heinous, and ought to be applied only to such offences as are opprobrious and disgraceful. But to many acts, which are technically speaking crimes by the law of England, society very properly attaches no disgrace whatever. For instance, it would certainly be intolerable that the inhabitants of a parish who had from some cause neglected to repair a highway, and had been found guilty on an indictment preferred against them, should be felons in the eye of the law, such an indictment being really more in the nature of a civil proceeding than anything else. On the other hand, it is almost equally monstrous that a person found guilty of some petty larceny should be branded as a felon for the rest of his days, and though no longer liable to forfeit his goods be subject to disqualifications of a grave nature; while a man who obtains large sums by false pretences escapes on far easier terms. As an example, under the Wine and Beer House Act Amendment Act 1870 (33 & 34 Vict. c. 29) s. 14, enacts that every person convicted of felony shall for ever be disqualified from selling spirits by retail, and no licence to sell spirits by retail shall be granted to any person who shall have been so convicted as aforesaid; and if any person shall, after having been so convicted as aforesaid, take out or have any licence to sell spirits by retail, the same shall be void to all intents and purposes; and every person who, after being so convicted as aforesaid, shall sell any spirits by retail, in any manner whatever, shall incur the penalty for doing so without a licence. This clause was evidently inserted with a view to protect the public; but it is manifest that its operation is not only partial but in some cases most unjust. Then again, the law of arrest, useful as it is, would be intolerable if it were extended to all crimes alike, as an undue interference with the liberty of the subject. Some of the worst criminals would be able to escape unpunished if the law did not authorise their immediate arrest; and various statutes have been passed to obviate any difficulty on that score. To extend such a law, however, to every class of crime, would be unnecessary, and fraught with the greatest injustice. The best reform in this direction (if any such be attempted) therefore, would appear not to abolish entirely the distinction between the two classes of crime, but to reshape it so as to introduce a broad and intelligible principle between them, and so get rid of the confusion which has gradually been increasing. Valuable suggestions have been made as to the alterations that are required by Mr. Greaves and Mr. Fitzjames Stephen, whose knowledge and experience of criminal law are well known, and whose opinions, therefore, are entitled to the highest respect. The object to be gained, of course, is to classify crimes in such a manner that all those that are disgraceful should be felonies, and the rest misdemeanours. But it is difficult, if not impossible, to lay down any fixed law on the subject. Mr. Greaves's suggestion is that all crimes punishable with penal servitude shall be felonies, and those not so punishable misdemeanours. But this proposed test would not be altogether satisfactory, as the law at present stands. Attempts at rape, and many serious common law forgeries are not punishable with penal servitude, though nobody would be found to deny that such offences are in the highest degree disgraceful. The same remark only partially applies to Mr. Fitzjames Stephen's pro-

posed classification by making all crimes punishable by death, penal servitude, or imprisonment with hard labour, felonies, and all other misdemeanours. The latter classification is more comprehensive, and on that account better than Mr. Greaves's, but unless the statute law underwent entire revision would fail to include many felonies and misdemeanours which are still not punishable with hard labour. Again, there are many felonies which, though punishable with penal servitude for life, in no way affect the character; as, for example, manslaughter, where the offence committed may be of the slightest description, and be deserving of but a nominal punishment. These ought obviously to be ranked among the misdemeanours if the classification is to be a satisfactory one, inasmuch as they cannot be regarded as disgraceful. The best alteration, as it appears to us, would be to make all crimes, with a few exceptions, such as the non-repairing of a highway and the like, *prima facie* punishable with hard labour, and that the test should be not whether a crime is punishable with hard labour, but whether hard labour is actually imposed. The procedure in all cases would thus be the same, and a discretionary power would be given to the judge to determine what the quality of the offence should be, and to which of the two classes it belongs. At all events, there should be some provision by which crimes that vary so much in degree as manslaughter and bigamy should not necessarily belong to the class known as felonies. The subject is no doubt one of grave difficulty, and on which there is a vast difference of opinion. The probabilities, therefore, are that a reform of such magnitude will not be attempted, and that we must content ourselves with amending the present procedure, and while making the distinction between the two classes of crimes in some cases more meaningless than ever, to take care that substantial justice is done to all parties, without the inconvenience and useless expense that are at present incurred, owing to the imperfect machinery with which past legislation has furnished us.

### BANKRUPTCY—PROTECTED PAYMENTS.

MUCH has of late been said and written against the policy of the saving clause in the 92nd section of the Bankruptcy Act 1869, which protects "the rights of a purchaser, payee, or incumbrancer in good faith and for valuable consideration," from being avoided as a fraudulent preference by the occurrence of the vendor's, payor's, or mortgagor's bankruptcy within three months after the date of the transaction.

It having been conclusively decided by the House of Lords in *Butcher v. Stead* (33 L. T. Rep. N. S. 354), that where an insolvent debtor, without pressure, pays a particular creditor with a view of giving him a preference over his other creditors, the creditor is protected if unaware of the debtor's insolvency, and of his intention to give such preference, it seems to us that somewhat too much has been made of the remarks of Lord Selborne, who alone dissented from the decision, which was in affirmance of that of the Chief Judge in Bankruptcy, and of the Lords Justices. Lord Selborne thought that the construction adopted "opened a very wide door to frauds upon the bankrupt law." The difficulty, of course, is in bringing home notice or knowledge of the real nature of the transaction as a fraudulent preference to the party preferred, and it may be admitted that for want of such proof many underhand arrangements which ought to be set aside—and if proof were forthcoming, as in the case of *Ex parte Tate*, in the Appeal Court on the 9th inst., would be set aside—are allowed to remain unimpeached.

However this may be, we are not disposed to look so intently at the misfortunes of the general creditors as to blind ourselves to the rights of particular creditors who have honestly received what they honestly supposed to be payment in due course of a debt *bonâ fide* due to them. That creditors so circumstanced should, perhaps three months afterwards, be called on to refund what they would naturally consider indefeasibly their own, and who may be assumed to regulate their expenditure and engagements accordingly, does appear to us somewhat intolerable.

In fact the creditor would be placed in a position analogous to that in which, as we pointed out (LAW TIMES, vol. lvi. 321), an execution creditor would have been placed if the original decision of Sir G. Mellish, L. J. (*Re Villars, ex parte Rogers*, 30 L. T. Rep. N. S., 104, 338) had not happily been set aside on the rehearing before the full Court of Appeal. It would hardly be endured that the law should be put in such a condition that a thoroughly prudent man would be under the necessity of placing every payment he receives to a suspense account for three months. There seems great force in that part of the present Lord Chancellor's judgment in *Butcher v. Stead*, where he says, "I think it was the intention of the Legislature in defining for the first time the law as to fraudulent preference, and changing the old rule as to contemplation of bankruptcy into a rule which exposed the payment to be impeached for a period so long as three months, to accompany and temper this enactment by a provision of great convenience in mercantile dealings, and giving a protection where it is obviously much required to those who in good faith take money which ought to be paid to them without notice that the person paying is doing anything injurious to his other creditors."





insurance. The defendants were instructed by the plaintiff to effect "a policy for £550 on the ship *Expedition* and her freight at and from Teneriffe to London." They effected the policy, but did not insert a clause allowing liberty "to touch and stay at all or any of the Canary Islands." Proof was given at the trial that where orders were given to effect such a policy, it was the invariable custom to insert, without instruction, such a clause, inasmuch as ships seldom took in the whole of their cargoes at Teneriffe. Whilst the ship was proceeding to one of those islands, to complete her cargo, she was captured, and the underwriters refused to pay, on the ground of deviation. Lord Ellenborough held that the defendants were liable for not having inserted the clause in the policy, and the plaintiff recovered the sum directed to be insured, deducting the premium.

#### THE LAW REPORTS DIGEST.

We really do not think it is going too far to ask the Council of Law Reporting to call in this Digest. Our view of its mischievous tendency and its utter uselessness is borne out by a correspondent, who writes thus:

"I was pleased to see that you had called attention to this digest. A more worthless good-for-nothing work was never, I should think, inflicted upon the Profession. The first title that I referred to was "Shipping." Not one single case about shipping was to be found under that title, and after wading through the five columns of references to other parts of the work, I turned to demurrage. There I found no single case on demurrage, but simply references to other pages, and on following these references up, I found that demurrage cases, like cases on other points, were scattered all over the book in the most fantastic manner possible, one being under "Accident to Ship," others under "Lay Days," one under "Time for discharge of Cargo," several others under "Cesser of Charterer's Liability," whilst the rest appeared to be placed under some other titles. I turned to "County Courts Jurisdiction," being one of the references under demurrage, but finding that that heading covered nearly five pages, I did not venture further."

The council may very fairly be called upon to set an example to legal compilers: this digest is simply a disgrace to legal literature, and ought to be immediately suppressed.

#### SOLICITORS' JOURNAL.

ELSEWHERE we discuss the desirability of some alteration being made in the amount of certificate duty annually payable by London and country solicitors to the Inland Revenue Commissioners. We may here venture to remind solicitors that by sect. 22 of 23 & 24 Vict. c. 127 (the Solicitors' Act 1860), this annual certificate duty for next year must be paid on or before the 15th Dec. next, when such payment has relation back to the 16th Nov. inst., as of which day the certificate is in such case dated, and that in case of such payment being made after the 15th Dec. next, a solicitor so paying remains unprotected from the penalties under the Stamp Act 1870, and in some measure also under the Solicitors' Act 1874, sect. 12, as from the 16th Nov. inclusive until payment. As to sect. 12 of the Act of 1874, however, many mistaken notions exist as to its aim and operations, especially in the minds of non-professional men, and indeed the very men whose encroachments on professional rights this measure was designed to arrest. This enactment was passed for the purpose of affording an easy means of enforcing a small penalty against so-called accountants, law agents, and others who either wilfully and falsely hold themselves forth as solicitors, or who wilfully and falsely take or use some addition or description implying that they are recognised by law as so qualified, so that when a non-professional man calls himself a "law agent," and offers by advertisement or otherwise to do works which solicitors are usually employed to undertake, it is quite a question whether this would not amount to the false pretence contemplated by the statute. Further, however, there can be no doubt that given the false and wilful pretence, an uncertificated solicitor comes within this enactment.

THE Legal Practitioners' Society will hold its next annual meeting in Clement's-inn Hall, on Monday, the 18th December next, to which we understand members of the Profession are invited, although not members of the society. This society may be looked on as supplementing the work of the Incorporated Law Society, and perhaps also, as assisting the chief law society of solicitors in coming to some understanding with the Benchers of the Inns of Court, in regard to urgent inter-professional questions. That this society has already rendered useful service to the whole Profession cannot be doubted, and the legislation which it has been the means of securing alone justifies its establishment and continued existence. First it was instrumental in procuring the passing of sect. 12 of 37 & 38 Vict. c. 68, under which enactment many unqualified and unauthorised persons have been prosecuted, with advantage to the public and the Profession, to say nothing of the deterrent effect of such an enactment. Then came the Act 38 & 39 Vict. c. 79, affording a further remedy to solicitors against clients who seek to evade payment of taxed costs; and, lastly, this society has given to the Profession 39 & 40 Vict. c. 66, by which solicitors can practice in the provincial courts of York and Canterbury. That this enactment should be extended to the Diocesan Court of London, cannot be doubted, and the society should not fail to secure this extension of their Act of last session at the earliest possible opportunity. There is one feature of the most recent labours of the Parliamentary committee of this society which strikes us as rather remarkable. Solicitors will, no doubt, remember that during the last two years

the council of the Incorporated Law Society has been in communication with the Benchers of the Inns of Court, with a view of facilitating the means of passing from one branch of the Profession to the other, and the council actually passed important resolutions to this end. Yet while the council of the chief society has done nothing in the way of seeking assistance from the Legislature, the Legal Practitioners' Society's Bill of last session contained two important clauses dealing with this urgent inter-professional question. True the younger society failed to secure an enactment last session, but it may fairly hope to do so next session. The Council of the chief law society, however, not content with inaction on the subject so far as applying to Parliament is concerned, actually criticised the action of the Legal Practitioners' Society in the last annual report of the chief society, in which we read, "A Bill has since been brought into Parliament by Mr. W. T. Charley and Mr. W. Gordon, in which are incorporated clauses proposed with a view of facilitating the change from one branch of the Profession to the other, but not to the extent suggested by the Council," that is by the resolution of the Council, for, so far as we are aware, the views of the Council were not even expressed by any member of Parliament when the Legal Practitioners' Bill of last session came on for second reading, or indeed at any other time. After criticism of this kind, it is to be hoped that the Incorporated Law Society will be up and doing early in the next session of Parliament, instead of leaving the Legal Practitioners' Society to do the work, and then quietly criticising such society's work adversely. We would rather see this important matter taken in hand by the Incorporated Law Society. On the other hand it must not be forgotten that inasmuch as the Legal Practitioners' Society consists of barristers and solicitors, it is peculiarly fitted to move to secure a freer interchange between the two branches of the Profession. There is, indeed, no reason why these two societies should not pull together in attempting to deal with this question, which we should like to see disposed of once for all. We feel that it is most undesirable that some of the clauses of the Legal Practitioners' Bill of last session with which the honourable members in charge of the Bill could make no headway, should be re-introduced into any future Bill of the society, at all events for some time to come. We refer especially to the clause, three times introduced into Parliament, which aims at giving an easier means of enforcing a reduced penalty against unauthorised persons who undertake for fee or reward, the work of the profession. The efforts of the society in this direction are, we are sure, by no means wholly lost; on the contrary, they have had the effect of arousing the profession to the importance of looking a little more sharply after its own interests, and also to warn so-called accountants and agents that they will not be allowed to disregard the existing law which protects the profession and Her Majesty's revenues. The fact that so many country law societies (see the advertisement in our last issue) have joined the Legal Practitioners' Society, points to the desirability of the council of the Incorporated Law Society taking steps, other than those which already exist, to secure the adhesion and co-operation of all country law societies.

In the course of the next month a sum, much in excess of £100,000, for certificate duty, will be paid into the national exchequer by the solicitors of the Supreme Court, and while we

hope we may never have occasion to advocate the complete extinction of this professional impost, we are decidedly of opinion—and have often enough expressed it—that some reduction ought to be made in the amount annually payable by solicitors in the shape of certificate duty. This is especially the case as regards London solicitors, who, through the operation of the Judicature Acts, have in a very large number of cases experienced a considerable reduction in their annual incomes, and inasmuch as the tendency of the Legislature is at present to localise legal business as much as possible as evidenced by the creation of district registries all over the country, we look in vain for arguments in support of the preservation of the existing distinction, between the amount of the rates paid by London solicitors on the one hand and country solicitors on the other. The difference of £28 paid by London solicitors beyond the £6 paid by country solicitors was intelligible enough when almost the whole of the legal business of the country was transacted and disposed of in London, but now the grounds for this distinction do not exist as formerly. We hope during the next session of Parliament the question will be ventilated in the House of Commons with a view to the exaction of a uniform rate of duty—say five guineas; and the consequent loss to the revenue—say £25,000—can easily be made up by imposing a similar tax upon barristers-at-law, medical men, and indeed all others of the chief professions. We are fully aware that there is a large section of the Profession of the solicitors who demand the total extinction of the impost, and many others who consider no change necessary, but we hope and believe that the large majority approve our proposal for some medium course.

THE present power of the judges of the High Court over the question of costs was well illustrated in an action tried at Westminster before Mr Justice Manisty on the 21st inst. (*The British Equitable Assurance Company v. Agate*), in which the amount claimed was £105, and the verdict for plaintiff for only £22. Upon the application of the defendant's counsel to deprive plaintiff of costs under Order LV. of the Rules of the Supreme Court, the learned judge directed a judgment for £22, but without costs. This is a considerable inroad upon the old order of things, under which costs usually followed the event as a matter of course, and any extensive use of the power given to the judges under this Order LV., will have the effect of driving more business into the County Courts.

As may have been expected, the few important and substantial changes which the Judicature Acts and the Appellate Jurisdiction Act have accomplished, have been kicked against or resisted in many quarters. At the outset of the new régime as regards pleadings, a large number of members of the Bar looked with dismay or alarm upon the change. A plain statement of facts in lieu of the old system of technical pleadings would, we were told, never answer in practice, and many cases have occurred in which it has been urged in open court and during the conduct of cases, that "the pleadings disclose no cause of action." In our last issue, page 43, we noticed a case of *Shield and others v. The Felling Coal, Iron, and Chemical Company*, in which a learned County Court judge had refused to try a cause sent down to him for the purpose from the Exchequer Division, on the ground that there was "no issue &c."

On the case coming before the Court of Appeal, Mellish, L.J. administered a rebuke to the judge of the County Court, which should not be lost sight of. Formerly it was a common thing for a case to be stopped on technical grounds such as that there was no issue, or that the plaintiff had no cause of action. The aim of the Judicature Acts is to do away with technicalities as far as possible, and accordingly in the case before us the Lord Justice said "the County Court judge ought to have been astute to find grounds for deciding the case instead of looking for reasons for not doing so," and Mr. Justice Brett added, "There are not now, strictly speaking, 'issues of mere fact.'" The statements of the parties of the facts as they allege them, must be read together, and the issue is, in effect, that upon which the parties' respective statements disagree.

#### NOTES OF NEW DECISIONS.

**UNDERTAKING—PRINCIPAL AND AGENT—CONTRACT, CONTRACTEE NOT NAMED.**—The defendant, who was an agent of the Bebside Colliery Company, with whom B., W., and Co. had previously contracted for a supply of coals, gave to B., W., and Co. an undertaking as follows: "I undertake to load the ship *Der Versuch* with Bebside coals in ten colliery working days, &c. On account of Bebside Colliery, W. S. Hoggett." This undertaking was obtained by B., W., and Co. because the plaintiff, the captain of the ship *Der Versuch*, refused (without such an undertaking being procured for him) to sign a charter-party whereby B., W., and Co. chartered the ship *Der Versuch* to carry a cargo of coals to Elsinore, and in which no provision was made for payment of damages for detention in loading. The undertaking made no mention of the person contracted with by it, but it was communicated by B., W., and Co. to the plaintiff, who then signed the charter-party. The ship being detained beyond the ten days, the plaintiff applied to the defendant for compensation; this the defendant at first refused, but afterwards offered £20, which was declined by the plaintiff. The plaintiff then sued on the undertaking to recover damages for such detention. Held, that there was evidence for a jury that the undertaking was a contract between the plaintiff and defendant, and that, even independently of the offer of £20, there was such evidence, and that the defendant had rendered himself personally liable: (*Weidner v. Hoggett*, 35 L. T. Rep. N. S. 368. C. P. Div.)

**ORDERS 1875—ORDERS XIII., XXII., RULES 2 AND 9—FORM OF WRIT, APP. F., No. 1—DISCONTINUANCE OF ACTION.**—Where a plaintiff has given notice to the defendant to discontinue the action, and the costs have been taxed, no further order of the court is required to enable the chief clerk to issue a writ to enforce payment, and the writ may be varied to suit the circumstances of the case. Order XXIII. has the force of an order of the judge or court: (*Bolton v. Bolton*, 32 L. T. Rep. N. S. 358. Ch. Div.)

**COST OF DEFENDING ACTION—CONTRACTOR AND SUB-CONTRACTOR—INDEMNITY—REMOTE-NESS OF DAMAGE.**—The plaintiffs were contractors for the construction and maintenance of a tramway belonging to a tramway company with the company, and in order to carry out their contract they entered into a contract with the defendants by which the defendants undertook the construction and maintenance of the asphalt paving of the tramway. When H. was lawfully driving along the public highway on which the tramway was, he was, by reason of a hole in the asphalt paving of the tramway (due to the negligence of the defendants in carrying out their contract) thrown out of his cart and injured. H. therefore commenced an action to recover compensation against the Tramway Company, who at once gave notice of the action to the plaintiffs, who passed on the notice to the defendants, and claimed to be indemnified by them. The defendants repudiated all responsibility or liability, and refused to have anything to do with the defence of the action. The action was eventually compromised by the plaintiffs, who paid to H. £110 for damages and costs, and also incurred costs themselves in defending the action up to the compromise and in compromising, to the amount of £18 1s. 4d. Held, by the court (Lord Coleridge, C.J., Brett, and Lindley, J.J.), that the plaintiffs could not recover the costs paid to H., or the costs incurred, in defending or compromising the action, although the costs were reasonably incurred, and though the plaintiffs did in fact benefit the defendants in so incurring them by reducing the claim of H. So held, by Brett and Lindley, J.J., solely on the authority of *Islandale v. London, Chatham, and Dover Railway Company* (32 L. T. Rep. N. S. 830; L. Rep. 10 Ex. 35; 44 L. J. 20 Ex.), and by Lord Coleridge, mainly on the authority of that case: (*Fisher v. The Val de Travers Paving Company (Limited)*, 35 L. T. Rep. N. S. 366. C. P. Div.)

#### SPECIMEN DIGEST OF THE LAW AS TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 48.)

##### ARTICLE 5. [Substituted.] INTERMEDIATE EXAMINATION.

EVERY person serving under articles of clerkship shall be examined within the six calendar months next succeeding the day on which he shall have completed half his term of service.

Note.

1. On receiving certificate after Preliminary	£2 0 0
2. On leaving articles with registrar before Intermediate	0 15 0
On receiving certificate	0 15 0
Gen. Rules, dated 2nd Nov. 1876.	

##### ARTICLE 8.

A part of the time for which an articulated clerk is bound, not exceeding a year, may be served by him as pupil either with a practising barrister, or a certificated special pleader, or the London agent of the solicitor.

6 & 7 Vict. c. 73, s. 3.

It is not necessary that there should have been any service under the articles before the year of pupillage.

The fact that there has been an interval between the termination of the clerk's former service of ten years and the date of the articles is not material:

*Ex parte Vosper* 4 B. & S. 901; 33 L. J. 113, Q.B.

Illustration.

An articulated clerk applied to be admitted. It appeared that upon the execution of the articles and without any service under them he became pupil to a conveyancer, and continued so for more than a year. Upon the expiration of his pupillage the articles were assigned to another attorney. He served under that and subsequent assignments for more than four years, and the court held that he was entitled to admission, as the year of pupillage was equivalent to a year's service under the articles.

*Anon.*, 25 L. T. Rep. N. S. 161; 39 W. R. 780.

(a) Where the service has been for three years. Cases where admission was refused: A member of the University of Edinburgh who had not taken the degree of M.A., but had been enrolled on the general council, by virtue of 31 & 32 Vict. c. 83, s. 6, previous to a service of three years under articles.

*Ex parte Stewart*, L. Rep. 7 Ex. 202; 4 L. J. 76, Ex.

Where the admission was granted: A clerk having served ten years, entered into articles for three years after an interval of seven years, during which time he was unemployed, and the court directed the examination of such clerk notwithstanding such interval.

*Ex parte Vosper*, 33 L. J. 113, Q.B.

2. Where a clerk, before the expiration of ten years' service, entered into articles for five years, under which after the expiration of the ten years he served three years.

*Anon.*, 37 L. J. 82, Q. B.

(b) Where the service has been for four years. A person having successfully passed the middle class examination of Oxford and Cambridge, was articulated for a term of four years. This term was duly served. These examinations were not included in the regulations of the judges, and the court accordingly held that the articles were invalid, and refused to permit him, upon entering into fresh articles, to have the advantage of his four years' previous service.

*Ex parte Jones*, 22 L. T. Rep. N. S., 900.

##### ARTICLE 9.

##### THE CLERK MUST SERVE FOR THE WHOLE PERIOD PRESCRIBED.

The articulated clerk must, during the whole time and term of service specified in the contract (except for the period allowed to be spent with a practising barrister, special pleader, or London agent), continue and be actually employed in the proper business, practice, and employment of a solicitor.

6 & 7 Vict. c. 73, ss. 6, 12.

Service under a master who is himself employed as writer or clerk by another solicitor is not good service under the articles.

Id. s. 4.

The following periods will not be allowed to count as service:—

(1) The time that elapses between the death of the master and the assignment of the articles.

Note.

It is immaterial whether the clerk continues to attend to the business in the meanwhile.

*Ex parte Wallis*, 6 L. T. Rep. N. S. 242; 31 L. J. 176, Q. B.

*Ex parte Dalton*, 4 Jur. 1187.

(2) The time spent in service with a solicitor other than the clerk's master, and not the town agent.

*Ex parte Hill*, L. T. Rep. 456; *Ex parte Adams*, 33 L. T. Rep. N. S. 454; L. Rep. 10, Q. B. 227.

(3) The time between leaving first master and execution of assignment.

*Ex parte Harrison*, 44 L. J. 103, Q. B.

Note 1.

A fresh contract of service must be entered into for the residue of the term which cannot be completed under the original articles.

Note 2.

Where fresh articles are entered into for the residue of the term, just as in the case of a mere assignment, a stamp duty of £1 15s. will be required.

55 Geo. 3, c. 184. 83h. Articles.

(4) The period spent under articles which expired, unless the clerk can show any of grounds enumerated in Article 10.

##### ARTICLE 10.

##### ASSIGNMENT AND DISCHARGE OF ARTICLES.

In case an attorney or solicitor, before the expiration of the term of the contract, becomes bankrupt, or is imprisoned for debt, and remains in prison for the space of twenty-one days, the clerk, where he is admitted, upon the application of the clerk, may order and direct the contract to be discharged or assigned to such person, upon terms and in such manner as the court may think fit.

6 & 7 Vict. c. 73, s. 5.

If the attorney or solicitor happens to die before the expiration of the term for which the clerk is bound, or discontinues practice, or if the contract is by mutual consent of the parties cancelled, the clerk legally discharged before the expiration of the term by any rule or order of the court, wherein the attorney or solicitor has been admitted, the clerk shall and may, in any of these cases, be bound by another contract to any practising attorney or solicitor during the remainder of the term; and the service under this contract will be deemed good and effectual service, provided an affidavit is duly made and filed of the fact and its execution, as in the case of a first original contract.

Id. s. 13.

In addition to the above grounds, the clerk may exercise power to discharge articles:—

- (1) Where the master has absconded.  
*Ex parte Carnley*, 12 L. J. 98, Q. B.
- (2) Where he was convicted for felony.  
*Anon.*, 8 Jur. 848.
- (3) Where he became insane.  
*Ex parte Darbell*, 6 D. P. C. 505.

In these cases the service was held to be ended upon the absconding, conviction, or becoming insane.

See Chitty Practice, 40.

Note 1.

From the observations made in *Ex parte* (38 L. T. Rep. N. S. 121), it might be inferred where a clerk enters into fresh articles to complete service, after the expiration of the original term, will not be allowed to have the benefit of under the previous articles unless he can shew that his case comes within one of the provisions (contained in sects. 5 and 13 in the statute) to the rule that the service must be continuous. This was, doubtless, due to an error for the decision requires no such principle support.

Accordingly, the following may be taken as grounds upon which a clerk who enters into articles (or whose original articles are assigned) claim the benefit of previous service under articles:—

1. Bankruptcy of master.
2. Imprisonment of master for debt for two days.
3. Death of master.
4. Discontinuance of practice by master.
5. Cancellation of articles by mutual consent.
6. Discharge by rule or order of court.
7. Absconding of the master.
8. Conviction of master for felony.
9. Insanity of master.
10. Ill-health of clerk.

*Ex parte Moses*, 43 L. J. 13, Q. B.; 9 Q. B. 1.

*Ex parte Marshall*, 22 W. R. 754.

*Ex parte de Fina*, 31 L. J. 7, Q. B.

*Ex parte Rogers*, 34 L. J. 136, Q. B.

Where the service under the articles has been interrupted by illness of the clerk, the time reason of such interruption has in some of the cases been reckoned as duly served:

*Ex parte Matthews*, 1 B. & Ad. 160;

*Anon.*, 9 L. T. Rep. N. S. 324;

*Ex parte Beddoe*, 13 W. R. 371; 12 L. N. S. 711;

*Ex parte Hodge*, 2 Jur. 989;

*Ex parte Brutten*, 23 L. J. 290, Q. B.

Note 2.

In subsequent cases the court has merely the clerk, whose service has been interrupted by sickness, to complete the term of service cases cited Article 10, Note 1.

In *Ex parte Moses* (43 L. J. 13, Q. B.) the court refused to follow the cases of *Ex parte Matthews*, *Ex parte Hodge*, *Ex parte Brutten*, and laid down that the object of the 6 & 7 Vict. c. 73, in its term of service under articles, was to secure merely sufficient information, but the principle to be obtained in the actual service. At the same time, it was conceded that an absence of month or two with the consent of the principal was not a break in the service.

In *Ex parte Cross* (12 L. J. 138, Q. B.; 2 682), an articulated clerk had, whilst under articles to sea by medical advice, and with the consent of his master, and after a lapse of five months, entered at Harvard University, in the United States, where he diligently pursued the study of the law for seven months, and then returned to the office of his articles. He was allowed to be examined as if he had served five years, including the period of his absence. This case is on all fours with *Beddoe* (sup.).

The authorities cannot be reconciled unless be said that proof of diligent study of law during illness as well as of the illness itself will allow the period of interruption to be counted as proof of illness only will suffice to enable the clerk to reckon the time actually served.

## Illustrations.

## Cancellation by mutual consent.

1. An article clerk having obtained a writership in India, being then under age, joined with his master and his father in an application to vacate the articles.  
Anon. 8 Jur. 652.

2. A son was article to his father in 1856, and served two years. On the recommendation of medical men his father bought a commission for him in the army in 1859. He remained in the army until 1870. These facts were held to amount to a virtual cancellation by mutual consent, so as to enable the son to take advantage of the service under the articles upon his entering into fresh articles in 1871.  
Ex parte Trenchard, L. Rep. 9 Q. B. 406.

(To be continued.)

## THE PROSECUTION OF A SOLICITOR'S CLERK AND A SOLICITOR.

At a special sitting of the Colchester Borough Magistrates, held on Tuesday, the 14th inst., the Mayor (Major Bishop) in the chair, and present J. H. Hawkins, J. B. Harvey, E. A. Round, J. Savill, J. A. Tabor, and E. Williams, M.D., Esqrs., Mr. George William English, formerly clerk in the employ of Mr. Henry Jones, solicitor, Colchester, was charged with stealing the pressed copy of a letter belonging to his employer; and Mr. Charles Bull, of the firm of Palmer, Bull, and Fry, solicitors, 24, Bedford-row, London, was summoned for having feloniously received the same, well knowing it to have been stolen.

W. Wightman Wood appeared on behalf of the prosecution;

Grantham for Mr. Bull;  
Laxton for English.

The case excited the greatest possible amount of interest, and the court was crowded throughout the hearing, which lasted from noon until past even o'clock, nearly every solicitor in the town being present.

After the Magistrates had taken their seats upon the Bench, more than half an hour was occupied by a private consultation between Mr. Wightman Wood and Mr. Grantham, apparently with the object of arranging the matter so far as Mr. Bull was concerned, but in the end the consultation was fruitless.

Wightman Wood, in opening the case for the prosecution, apologised for this delay, and remarking that he had considerable reluctance in proceeding for the prosecution in a case of this sort, intimated that the object of the delay had been to save the Bench from the trouble and the ain of entering upon the proceedings, and he retorted that his attempt had not been successful. He then suggested that as the charges against the two defendants were inseparably connected, they should be heard together (a course which Mr. Grantham consented to), and proceeded to give a brief epitome of the case for the prosecution. The prisoner English had been for some time up to only last in the employ of Mr. Jones, and he was charged with having stolen the pressed copy of a letter which Mr. Jones had written to a gentleman at Maldon, on behalf of a client, in reference to a pending law suit. The letter so stolen was sent by the prisoner to Messrs. Palmer, Bull, and Fry, well-known solicitors, of London, (who were concerned against Mr. Jones in the litigation, and as to his motive for this conduct, the learned counsel said he should be able to prove that English, who was discharged by Mr. Jones on the 1st July, had resented this and spoken of revenge, and of his probably being able to get something out of the insurance office for whom Messrs. Palmer, Bull, and Fry were acting. The letter was taken from the letter book only the day before he left, and sent at once to the gentlemen named in London, favouring them with the document. The case against English, therefore, was a very simple one; he was clearly guilty of larceny, but he should so proceed against him under a recent Act (38 & 39 Vict. c. 24), which enacted that any clerk who wilfully, and with intent to defraud, mutilated any book, paper, &c., belonging to his employer, as guilty of a misdemeanour. He should also proceed against Mr. Bull for being an accessory to the fact.

Grantham and Laxton urged that it was unfair to bring forward this second charge after the prisoner English had been remanded on the charge of stealing alone, and Mr. Bull had been summoned merely for feloniously receiving.

Wood, however, contended that he was only exercising a legal right, and that it was not at all uncommon thing. He then went on to argue that it was clearly the obvious duty of Mr. Bull, receiving the letter from English, to have returned it at once to Mr. Jones, with an intimation where he got it from, and to have made no use of it in any way. So far from acting in this manner, Mr. Bull did not return it for twelve days, when it was sent to Mr. Jones, with an intimation that photographic copies had been taken of it, and which photographic copies Mr. Jones

had since been unable to obtain. He contended, therefore, that they had practically converted the letter to their own use, and exercised rights of property over it, when they must have known all the time it was the property of Mr. Jones, and was taken from him against his consent. After he had completed his case, he should ask the magistrates to commit the parties for trial.

Mr. Jones, the prosecutor, stated that the prisoner had been in his employ for several years up to the latter end of May, when he gave him notice to leave on the 1st of July. He left on the 1st of July. Prosecutor produced his letter-book, in which letters connected with his business were copied by the pressing process. One page (824) was missing. About the middle of July he received a communication with reference to page 824; and he now produced the page, which he received in a registered letter from Messrs. Palmer, Bull, and Fry, and which was as follows:—

28, Bedford-row, London, W.C., 12th July, 1876.  
Dear Sir,—Your clerk, Mr. English, sent us a short time since, for our inspection, the accompanying pressed copy of your letter to Mr. Digby, of the 25th Sept. 1874, re Blumberg, which appears to have been torn from your letter-book. Instead of complying with his request, by returning the document to him to be replaced, we have thought it right to send it to you direct, and we will thank you to acknowledge its receipt. We informed your clerk on his calling here that we entirely disapproved of his sending us the press copy letter, but have had photographic copies taken of it, one of which we send you herewith. The other copies are open to your inspection here at any time.

Yours truly,  
PALMER, BULL, AND FRY.  
Henry Jones, Esq., Solicitor, Colchester.

[Re BLUMBERG.] Colchester, 25th Sept. 1874.  
Dear Sir,—I suppose Mr. Evans delivered my message to you yesterday. What I recommend you to do is to write and say that Blumberg has gone to Japan, and that you are ready and willing to pay the "extra risk" premium. I should not tell them at present he is dead. We yesterday telegraphed through the Home Office for five certificates of death, including one for you. Can you meet me at Jefferies' on Saturday, as he wants to see you particularly, and will then arrange the matters you wrote about.—Yours truly,  
H. JONES.

G. E. Digby, Esq., Solicitor, Maldon.  
Prosecutor, continuing, said he wrote to Messrs. Palmer, Bull, and Fry, in reply, as follows:—

[Re BLUMBERG.] Colchester, 21st July 1876.  
Gentlemen,—I beg to acknowledge receipt of your letter of 18th inst., with enclosures therein referred to, and which I should have done earlier, but have been much engaged in preparing for our assizes and otherwise. I am very much surprised at the course you have adopted in the matter, as I should have thought you would in no way have entertained or countenanced such conduct as my discharged clerk, G. W. English, has been guilty of, but that as soon as the copy of my letter reached your hands, under the circumstances that it did, you would have felt bound to return it to me, if possible, unread. As it is, I must request you will immediately forward to me every photographic and other copy you may have in your possession of the letter in question, the whole property in which is mine, and which it is clear you have no right to retain. Will you also be good enough to inform me, when, where, and under what circumstances you made the acquaintance of Mr. English, and how it was that the copy letter got in your possession.—Yours truly,  
H. JONES.

Messrs. Palmer, Bull, and Fry, Solicitors,  
24, Bedford-row.

After waiting a week without receiving a reply, he wrote again, and he then received the following:—

[Re BLUMBERG.]  
24, Bedford-row, London, W.C., 5th Aug. 1876.  
Sir—Your letter of the 21st ult. has duly reached us. We must decline to enter into a discussion with you as to the course which we should or ought to have adopted on the receipt from your clerk, Mr. English, of the copy of your letter to Mr. Digby, and we do not admit the accuracy of your contention that we have no right to retain the photographic copies. With regard to your inquiry as to when, where, and under what circumstances we made the acquaintance of Mr. English, and how it was that the copy letter got into our possession, we send you a copy of Mr. English's first letter to us, which reached us on the 1st ult., and you will probably accept our assurance that we have never previously heard of such a person, and that we had never directly or indirectly endeavoured to obtain any information from him or any clerk of yours. On the 1st ult. Mr. English wrote us requesting the return of the copy letter, in order that he might replace it, but we made no communication to him in reply to either of his letters, and on the 6th ult., during the absence of our Mr. Bull, who attends to this matter, he called here and saw Mr. Fry, who declined to return him the copy letter, and informed him that we entirely disapproved of the course he had taken, and we have not since had any communication with him. We take this opportunity of informing you that it is our intention to forward to the secretary of the Law Institution one of the photographic copies of your letter, together with such copies of pleadings in the suits and a notice respecting policies on the life of Mr. Blumberg, to which your client Mr. Jefferies is a party, as we may deem requisite.—We are, Sir, yours obediently,  
PALMER, BULL, AND FRY.  
H. JONES, Esq.

[Re BLUMBERG.]  
4, Trinity-terrace, Maldon-road, Colchester.

Gentlemen—I believe you are concerned for the insurance office in this matter; I enclose some information, and could give you more, but this I think will be enough for you. If you find out the date of the telegram to Japan, the extra premiums were not then paid. I may be in want of a favour one day and will then call upon you.—Yours obediently,  
G. W. ENGLISH.

He had no further correspondence with Messrs. Palmer, Bull, and Fry, or with English. He had not received the photographic copies of the letter, which he had demanded.

On cross-examination by Laxton, the witness said certain premiums had probably been paid to the insurance companies on Blumberg's life; when the policies were taken out he was in England; I don't know whether he went to China; I have heard he went to Japan; I don't know when the extra premiums for his going abroad were paid to the insuring offices; I know some were paid afterwards; I believe Mr. J. S. Jefferies held the policies; I was not acting for Jefferies when Blumberg assigned the policies to him, nor did I know of their existence.

Wood was about to interpose, but Mr. Jones said he had no desire to be thin-skinned in this matter, but on the contrary he courted the fullest inquiry.

Laxton (continuing his examination) asked Mr. Jones what he meant by the expression, "What I recommend you to do is to write, saying that he is gone to Japan."

Prosecutor: That I had heard from his family solicitor that he had gone to Japan. I meant that Mr. Digby was to write to the insurance offices. When I said, "I should not at present tell them he is dead," I did not know he was dead, but I had heard he was. That remark of mine had reference to the message which I had previously sent by Mr. Evans, and it meant this, that the person who told me he understood Blumberg was dead, said he could not state it positively, but that he should know more about it in October.

Q. You say you had heard he was dead?—A. His family solicitor told me he had heard he was dead, but whether he was or not he could not say. That was in Sept. 1874.

Q. Having heard that, what do you mean by recommending payment of the extra risk premiums?—A. Which the offices had agreed to in the April preceding. It was according to a contract they had entered into, as I understood.

Q. Were you not recommending Digby to pay extra risk premiums to the insurance offices when you thought the man was dead?—A. When I had heard the man was dead, yes; and I should have considered the offices bound to take the money if the man had lain dead on their premises at the time—they had agreed to accept it, and his death had nothing whatever to do with it.

Q. If so, why did you advise that they should not at present be informed he was dead?—A. Because I thought the offices perhaps might demur to taking the extra risk premiums, although they had agreed to do so. There were four insurance companies concerned—The Liverpool and Globe, the Briton, the Royal Exchange, and the Sovereign; and the total amount of the policies was £12,000 or £13,000. All of the offices, as I understood, had agreed in writing to take the extra risk premiums; it was not, however, arranged by me; I have not possession of the writing I refer to; we did not telegraph to the Home Office for five certificates of death—that is a mistake; I don't consider it a strange mistake to make in my letter; it was not an invention or a delusion; we telegraphed through, not to, the Foreign Office—the word "Home" was a mistake; I could have explained this before if you had asked me, instead of talking about its being a curious mistake, an invention, and so on; I telegraphed through the Foreign Office on the 24th Sept., but did not tell the insurance offices I had done so, not considering it was my duty; I do not even now consider it was my duty; I think I obtained the certificates in Nov. or Dec., certifying Blumberg's death in Japan, and each of the offices had a copy; I cannot give you the dates when the offices were furnished with information of his death, but it was in writing; it was in 1874, no doubt; English left my service on the 1st July, and was not, to my knowledge, in the office afterwards; he left the town a few days afterwards; I have not seen the letter English wrote, asking for the document to be returned. Letter produced and read as follows:

[Re BLUMBERG.]  
4, Trinity-terrace, Maldon-road, Colchester,  
1st July 1876.

Gentlemen.—Yesterday I sent you a copy letter herein. I should be obliged if you will make copy, and return me same, and I will replace it, and you can give notice to produce same. At the same time I trust you will keep my name quiet, or it may be a serious injury to me, and if you do not make use of the information until the last moment it would be better. I myself do not want to suffer in consequence of the letter, so think it would be better in its proper place.—I am, Gentlemen, yours truly,  
G. W. ENGLISH.

Messrs. Palmer, Bull, and Fry, Solicitors,  
24, Bedford-row, Holborn.

A warrant was issued against English on 10th August; I have since heard that he went to America; I wrote a letter to Jefferies on the 15th of October 1874.

Laxton asked that the letter (which witness had found in his letter book) might be—  
Mr. Jones objected, as it was his.



and was written in the course of business between solicitor and client.

*Grantham* supported *Larton's* argument that the letter must be put in, which *Wood* opposed; and the Bench, acting on the advice of their clerk, held that it was a privileged communication, and need not be produced.

Cross-examined by *Grantham*.—When I wrote to Digby I had heard Blumberg had gone to Japan, because I had heard he died there; there is no dispute about his having died, but I cannot remember the date; I heard of it in September, and until then I had not heard of his having gone to China or Japan; the same day that I wrote to Digby, advising him not to say at present that Blumberg was dead, I wrote to the secretary of the Liverpool, London, and Globe Office, that I had just heard he (Blumberg) had gone to Japan, and offering the extra risk premium; I certainly did not consider it was my duty to have suggested that I had heard he was dead, nor do I consider so now.

Q. Had you any doubt that he was dead?—A. I knew nothing about it; I know no more than Mr. Murray, Blumberg's family solicitor, told me.

Q. How came he to tell you?—A. I went and asked him where Blumberg was; I had been making inquiries as to his whereabouts; I wrote to Mr. Murray on the 22nd May, telling him that a client of mine had a policy on the life of Blumberg, and asking where he was, so that if necessary I might arrange for payment of the extra risk premium. I don't remember that Mr. Murray wrote back next day "Blumberg sailed last January for China, and I have not since heard from him and don't know where he is;" I don't remember to have heard a word about Blumberg going to Japan until Mr. Murray told me in Sept. 1874; I called on Mr. Murray repeatedly during Sept. 1874, but he did not tell me then that he had received a letter from Messrs. Gelatly and Co., stating that they had received from Yokohama information of Blumberg's death on the 25th July; I know that Mr. Murray has sworn this in an affidavit, and I know what I have sworn; all he said was what I have told you—he merely read to me from a piece of paper "Blumberg died on the 25th July;" I know that ordinarily it is necessary before a person goes abroad to pay an extra risk premium and obtain a licence from the office. If a person had gone abroad and died, there would be a risk of losing his policy unless the extra risk premium had been paid or agreed for, but where there was a special agreement I should have thought that with an honourable office there would not have been the slightest risk.

Q. Do you know of your own knowledge that it was agreed with all the offices?—Yes, from information derived from my client. I never asked the offices. I had known my client Jefferies about seven years. He kept the Nag's Head, in Covent Garden, for some time. I do not know that the Nag's Head has the reputation of being a notorious night house. He did not keep the house long—only about seven months, I believe. I never heard that Blumberg was a man of dissipated habits, who used to frequent the Nag's Head. I never asked Jefferies who Blumberg was, or how he became possessed of the policies. I knew nothing of the policies, either directly or indirectly, until May 1874.

*Wood* objected that the matters on which Mr. Grantham was examining Mr. Jones were irrelevant.

Mr. Jones said he did not mind answering the questions. If they could pin a charge of fraud upon him let them do it.

*Wood* said although perhaps Mr. Jones would not wish him to take the objection, yet he felt bound to do so. There were several civil actions pending, and it was unfair that the other side should come and have the benefit of a preliminary cross-examination of Mr. Jones. The present inquiry should be limited strictly as to the piece of paper which Mr. English and Mr. Bull were severally charged with stealing and receiving. The character of the Nag's Head and the habits of Mr. Blumberg were altogether irrelevant.

*Grantham* said his client was brought there by Mr. Jones, and accused of a crime, and it was necessary to show his position when the piece of paper got into his hands. Mr. Bull was solicitor to a Fire Insurance Office, which with three other offices became involved in legal proceedings—they considered they had been defrauded in reference to these policies, all of which were taken out in 1878 upon the life of a man who was a bankrupt. Claims were made upon them to the amount of £13,250, and the result was that bills were filed in Chancery alleging distinct frauds.

Prosecutor.—Yes; I was made a defendant in one of the bills, which was dismissed by the court as against me, and my costs ordered to be paid by the company.

After a legal argument, the court allowed the cross-examination to be continued. In reply to a question, Mr. Jones ad-

mation that he had of English having taken the letter was from Messrs. Palmer, Bull, and Fry.

Re-examined by *Wood*.—In the Chancery proceedings it was decided that the fact of Blumberg's death did not invalidate the special agreement made with the company to take the "extra risk" premiums.

*Grantham*.—That is one company—the Briton. Prosecutor.—It has been decided in one of the actions, at all events.

To *Wood*.—It is a fact that Blumberg disappeared from this country, and my client did not know where he was; all these matters have been stated in a bill in Chancery.

Q. Did the part of the letter to Mr. Digby about the death of Blumberg refer to anything more than the rumour that he was dead?—A. Certainly not; that is all I knew.

Q. I believed from the dates it was not possible anyone could have known more than the rumour?—A. I should say so.

Q. Of course you and your client took different views of the facts from those of the insurance companies?—A. No doubt we did; we don't seem to be agreed upon many at present. (Laughter.)

To *Wood*.—When the prisoner English left my employ he thanked me for all the kindness I had shown him, and was extremely glad that we parted good friends, when only the day before he had sent this letter. I should like to add that not one of the insurance offices ever made directly or indirectly to me any inquiries as to the state of health of the assured when they renewed the policies—not one of them.

John William Howe, a clerk in the employ of the prosecutor, spoke to a conversation he had with the prisoner in the presence of another clerk, in the course of which the prisoner said, alluding to the notice he had received to leave, "Do you think the governor (prosecutor) will ask me to stop?" Witness replied, "Yes," when prisoner added, "He knows I could do him a lot of harm in that matter of Jefferies, and I don't think the insurance company would mind spending a little money."

In reply to *Wood*, witness said that he saw prisoner in his employer's office on two occasions after he was discharged, but on neither occasion did he touch the letter book.

In cross-examination by *Larton*, witness said he did not see the prisoner put the pressed copy of the letter in question into an envelope, nor did prisoner say anything at all to him about the letter.

George Mercer, the head constable of the borough police, was called to repeat a statement of the prisoner in his presence to the effect that he landed in America on the 28th July last.

Samuel Fry, a member of the firm carrying on business as Messrs. Palmer, Bull, and Fry, said the defendant, Mr. Bull, was his partner. The firm were solicitors for the Liverpool and London and Globe Insurance Company in the law suits in *Re Jefferies*, of which the defendant Mr. Bull had the principal conduct. Witness believed he had seen the letter produced, signed "G. W. English," and which contained the pressed copy in question. He believed the copy was the subject of conversation between him and his partner, but he could not recollect any particular conversation.

*Wood*.—Did either of you speak of it as coming from Mr. Jones?

Witness.—No, not to my knowledge. I believe I proposed to Mr. Bull that the letter should be returned to Mr. Jones, but not at once; my impression is that we did not have any conversation about it for some days.

Q. Did you know that the letter had been torn out of a letter book?—A. I certainly thought it had, and should think it more than likely that I expressed an opinion to that effect to Mr. Bull; a second letter was received from English, and no doubt it was discussed between us, but I don't recollect any conversation; after the receipt of the second letter Mr. Bull had to go to the Sussex Assizes in his capacity as under sheriff of the county; English had not at that time called at the office, but he did so whilst Mr. Bull was away; Mr. Bull went away on the 5th July, and, I believe, returned to the office, if only for a short time, on the 8th; when English called I saw him, and I believe he told me how he became possessed of the letter.

Q. Have you any doubt about it?—A. I have no doubt about it; he did not say anything about whether Mr. Jones knew he took the letter, but the impression left upon my mind was that Mr. Jones did not.

Q. Did English say he thought he should get into trouble about it?—A. He said he did not wish to get into trouble about it, and was evidently in fear that he should; I declined to return the letter to him on that occasion; he asked me to do so, in order that he might return it to the letter-book; he did not tell me he had been discharged by Mr. Jones, and my impression was that he was still in Mr. Jones's employ; in the meantime I wrote to Mr. Bull, telling him that English had been, and under instructions subse-

quently received from him I had the letter photographed, and then returned it to Mr. Jones with one of the photographic copies.

To Dr. WILLIAMS.—After we knew that English had obtained the letter improperly, we thought our duty to our clients to have it photographed.

To *Wood*.—Under no circumstances should we have felt justified in returning the letter to English; the photographic copies were in my possession some time; all I did in the matter was with the concurrence of Mr. Bull; I have had no communication in any shape with English since he left the 8th July.

Cross-examined by *Larton*.—English asked for the letter in order that he might replace it.

Q. Did he ever say one word to you that ever wished you to pay him one shilling for what he had done?—A. Not a syllable.

Q. Did he ever suggest that he should be rewarded?—A. No.

*Wood*.—Except in the first letter.

*Larton* was asking with reference to witness's mouth.

Witness.—He never did.

Cross-examined by *Grantham*.—I thought I knew the handwriting in the letter to be that of Mr. Jones; had never seen Mr. Jones; Mr. Bull thought the matter was a hoax.

Q. Do you know whether it is customary for solicitors and secretaries of insurance offices to have false evidence offered to them?

*Wood* objected to the question; but the Bench held that it was admissible, *Grantham* remarking that the prosecution charged Mr. Bull with fraud, and the course he was taking was necessary to show there was no ground for the charge.

Witness.—There is no doubt that fraud is constantly practised on insurance companies, and we have to be extremely careful.

*Grantham*.—Had you ever the slightest intention of retaining the letter?

Witness.—Never, never; I knew at the time that there were actions going on in reference to the policies involved, with the exception of the one in the Sovereign Office. The actions were all regarded to upward of £10,000.

Q. Did you know that Mr. Jones's clerk Jefferies, was accused in those actions of obtaining the policies fraudulently and by misrepresentation of facts?—A. Yes; they were all taken out in 1873, and the amount of the policies was £13,250.

Q. Do you know that at the time the policies were taken out Blumberg was an unrecorded bankrupt?—A. Yes; and I understood he had means whatever out of which to pay the premiums.

Q. And did you at that time know that there had been a suppression of the fact of the death of Blumberg?—A. Oh, yes; we were perfectly satisfied of that from the evidence we had retained; the letter of English was discussed between Mr. Bull and the solicitors of the other insurance offices; there was no unnecessary delay whatever in returning the letter to Mr. Jones; there was any delay it was on the part of the photographer, who kept it some days.

*Grantham* put in the correspondence which took place between witness and Mr. Bull, with the letter was in Sussex.

Cross-examination continued.—We felt ourselves in great difficulty as to the best course to adopt with regard to the letter; and the result of our discussions was that we thought we should not be justified in returning it to Mr. Jones without having some copy of it, and decided to have it photographed; when English called we told him in the plainest terms that we considered his conduct. We have in no way used this letter with reference to the suits in Chancery; we did not want it at all; it has only been photographed as record of the fact, and we sent copies to the various offices concerned.

Q. Do you consider that in all that has been done you are as responsible as Mr. Bull?—A. Yes.

Dr. WILLIAMS.—Did you consider it was correct—it being a private letter—in having it photographed?

Witness.—Yes; I considered it was justified, as it showed conclusively that Mr. Jones had been guilty of a fraud upon the insurance offices; and we considered it also our duty to write and tell Mr. Jones what we thought of the matter in the terms of my letter.

Re-examined by *Wood*.—When Mr. Bull said he thought it was a hoax, I pointed out to him that the handwriting was that of Mr. Jones, but he still thought it was a hoax; cannot tell whether he still thought so after English's second letter; did not think it advisable to write to Mr. Jones and ask him if it was a hoax; we were considering the matter when Mr. Bull left for the assizes; have never known, in the course of my experience, a hoaxing letter similar to this; cannot say whether Mr. Bull had any cause from his experience to suppose so.

Q. Why were you in a difficulty about returning the letter to Mr. Jones when you knew you could

have given Mr. Jones notice to produce it?—  
A. It might have crossed my mind that the letter would not be forthcoming.

Q. You could have given secondary evidence of it?—A. We thought the best secondary evidence would be a photographic copy; we could prove in another way that Mr. Jones knew of the death of Blumberg; it is a fact that we disapproved of the conduct of English.

Q. How did you disapprove of it when you say it is to be justified by its exposing a fraud?—A. I thought it was most improper; and do not think we was justified in doing it. We did not send the photographic copy of the letter, &c., to the Law Institution, as one of the gentlemen interested in the companies was a member of the council of the Institute, and we thought it would prejudice Mr. Jones.

Wood handed in the bill in answer of Jefferies in one of the actions in Chancery, in which he averred there was as much said as in the letter in question with regard to the death of Blumberg; and asked the witness how he could justify his assertion that the letter was conclusive evidence of fraud when it contained no more than was contained in the bill and answer?

Witness: I thought it would be well to keep it in further proof.

This being the case for the prosecution, English, in reply to the usual caution, handed in the following statement, which was read by the clerk;

I am not guilty. I took the letter, and made no secret of it—the clerks knew of it, and I told other persons. I believed a fraud was attempted, and sent the copy letter merely for the purpose of disclosing the attempted fraud by Jefferies. I intended to replace it in the book, and wrote for that purpose next day; as I did not receive it I went to London for it. Mr. Bull was away from home. I saw Mr. Fry, and told him my intention. I had no intention of stealing. I should certainly have replaced it in the book. I had every opportunity had it been returned to me. I went to Mr. Jones's offices several times after I left his service. The clerks know it. I declare I had no intention to steal. I admit I did an indiscreet act; but I thought I ought to make known what was going on. It is not likely I should have written to a firm of solicitors, giving my name, if I had committed a theft.

At the conclusion of the speeches of counsel,

The Mayor said the Bench had decided to commit English for trial at the quarter sessions. With regard to Mr. Bull, his Worship said they had listened with the greatest possible attention to the counsel, and to the case generally throughout, and to the best of their judgment they had come to the conclusion that the charge against Mr. Bull had not been sustained.

#### HEIRS AT LAW AND NEXT OF KIN.

FITZGERALD (Eleanor Ann) (widow of the late John A. Fitzgerald), formerly Eleanor A. McGee, otherwise Eleanor A. Fogg, formerly of North-street, Brighton, afterwards carrying on business of a dyer at 42, Marchmont-street, Brunswick-square, then of Sutherland-place, Baywater, afterwards of 35, Camden-park-road, and late of 13, Burton-street, Burton-crescent, all in the county of Middlesex. Next of kin to come in by Jan. 8, at the chambers of the M.R. Jan. 22; at the said chambers, at eleven o'clock, is the time for hearing and adjudicating upon such claims.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]

ADAMS (Robert Desmond), of Brinning, Moreton Hampstead, Devonshire, Esq.; £1502 1s. 10d. Reduced Three per Cent. Annuities. Claimant said B. D. Adams.

ADAMS (Robert Desmond), of Brinning, Devon, Esq.; £2750 Three per Cent. Annuities; claimant said B. D. Adams.

CRUTTELL (Chas. Jas.), of New-square, Lincoln's-inn, Esq.; £1400 Three per Cent. Annuities; claimant said C. J. Cruttell.

GILLOTT (Eliza), of Broomhall-street, Sheffield, widow; £228 18s. 9d. Three per Cent. Annuities; claimant said E. GilloTT.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

ALEXANDRA PALACE COMPANY (LIMITED).—Creditors to send in by Dec. 23 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Robert Fletcher, 3, Lothbury, London, the official liquidator of the said company. Jan. 12, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CENTRAL PALACE AND SOUTH JUNCTION RAILWAY COMPANY. Creditors to send in by Dec. 20 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to C. E. Long, solicitor, 6, Great Winchester-street buildings, London, the official liquidator of the said company. Jan. 17, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LONDON CHAMBERLAIN COMPANY (LIMITED).—Creditors to send in by Dec. 14 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to T. Southam, the official liquidator of the said company, to the care of Duigan and Smiles, solicitors, 13, Bedford-row, Middlesex. Dec. 21, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF.

ALLCHURCH (Thos.), Stourbridge, Worcester, Dec. 20; Thos. Homer, solicitor, Brierley Hill, Stafford, Jan. 6; V.C. B. at twelve o'clock.

CRANE (Chas.), Leighton-road, Kentish town, Middlesex, builder. Jan. 1; Fielder and Sumner, solicitors, 14, Goddard-street, Doctor's Commons, London. Jan. 16; V.C. H. at twelve o'clock.

COTTELL (Edwin), Upton-upon-Severn, Worcester, timber dealer. Dec. 7; F. Jones, solicitor, 8, St. Jean's Inn, Fleet-street, London. Dec. 14; V.C. M. at twelve o'clock.

DUSOLLY (Froila), Florence, Italy, widow. Jan. 16; S. B. Somerville, solicitor, 48, Lincoln's-inn-fields, London. Jan. 20; V.C. B. at twelve o'clock.

GRAY (Sarah), Highbury Park, North Highbury, Middlesex, widow. Dec. 14; J. F. Holcombe, solicitor, 15, Great James-street, Bedford-row, Middlesex. Dec. 21; V.C. M., at twelve o'clock.

HUTCHINGS (Jas.), Bishopwearmouth, Durham, ship-builder. Dec. 20; C. Kidson, solicitor, 66, John-street, Sunderland, Jan. 11; V.C. H. at twelve o'clock.

HEWLETT (Geo.), Kneller's Court, Farnham, Southampton, gentleman. Dec. 12; Edgar Goble, solicitor, Farnham, Hants. Dec. 20; V.C. B. at twelve o'clock.

MOSS (John J.), West Park, White Ladies-road, Bristol. Dec. 9; Brittan and Co., solicitors, Albion Chambers, Bristol. Dec. 20; V.C. H., at twelve o'clock.

MURPHY (Frederick), 29, Cambridge-road, Bethnal-green, Middlesex, builder. Dec. 5; G. and W. Webb, solicitors, 11, Anstey-street, London. Dec. 19; V.C. H., at twelve o'clock.

MIDDLETON (Harriet M.), Hampton Court Palace, Middlesex, widow. Dec. 20; Bridges and Co., solicitors, 23, Red Lion-square, Middlesex. Jan. 9; M. R. at twelve o'clock.

MIDDLETON (Colonel Wm. A.), C. B., The Limes, Southfields, Surrey. Dec. 20; Bridges and Co., solicitors, 23, Red Lion-square, Middlesex. Jan. 9; M. R. at twelve o'clock.

MITCHELL (Thos. A.), M.P., 50, Charles-street, Berkeley-square, Middlesex, Esq. Dec. 9; H. Masterman, solicitor, 21, New Broad-street, London. Dec. 20; V.C. B. at twelve o'clock.

PALMER (Robert), 20, Pensonby-place, Millbank, Middlesex, traveller. Dec. 20; H. A. Deane, solicitor, 11, South-square, Gray's-inn, London. Jan. 10; V.C. M., at twelve o'clock.

PALMER (Wm.), 11, America-square, London, wine merchant. Dec. 9; J. T. Davies, solicitor, 71, Moorgate-street, London. Dec. 22; M. R., at eleven o'clock.

SOUTHWATE (Wm.), 14, Margaret-street, Haggarstone, Middlesex, gentleman. Dec. 15; C. A. Briggs, solicitor, 25, Lincoln's-inn-fields, Middlesex. Jan. 8; M. R. at eleven o'clock.

TREMBLE (Lot), Thursty, Cumberland, yeoman. Dec. 15; John Norman, solicitor, Carlisle. Dec. 22; V.C. B., at twelve o'clock.

TAYLOR (Ann), Newark-upon-Trent, widow. Dec. 11; William Newton, solicitor, Newark-upon-Trent. Dec. 16; V.C. H. at twelve o'clock.

#### CREDITORS UNDER 23 & 23 VICT. c. 35.

##### Last Day of Claim, and to whom Particulars to be sent.

ACWORTH (Geo. B.), Star-hill, Rochester, Kent. Dec. 31; Parker and Clarke, solicitors, Rectory House, St. Michael's-alley, Cornhill, London.

ATKINS (John S.), Winchester-street, Salisbury, and of Milford, Wilts, wine and spirit merchant. Jan. 1; Francis Hodding, solicitor, Market House, Salisbury.

APPLEBY, otherwise Naylor (Sarah Ann), 316, City-road, Middlesex, spinster. Dec. 20; Thomas Clark and Son, solicitors, 3, Gray's-inn-square, London.

BOWELL (Anna), formerly 1, Markham-square, Chelsea, Middlesex, but late of 15, Alfred-street, Battersea-park, Surrey, widow. Jan. 1; G. Badham, 3, Salter's Hall-court, Cannon-street, London.

BARKER (Wm.), Ipswich, gentleman. Jan. 1; H. Rodwell, solicitor, 29, Providence-street, Ipswich.

BENSON (Chas. F.), Gordon, Manchester, of 1, Stanley-grove, Manchester, and of Llanfyllis Hall, Denbigh, mechanical engineer. Jan. 31; Gill, Radford, and Gill, solicitors, 19, Cooper-street, Manchester.

BONSALL (Thos.), Glanrhedol, Cardigan, Esq. Dec. 26; F. R. Roberts, solicitor, Aberystwyth.

BOTTING (James), Billingshurst, Sussex, maltster. Dec. 28; A. and C. J. Daintree, solicitors, Petworth, Sussex.

BISHOP (Rev. Freeman H.), Basingbourne Vicarage, Cambridge. Jan. 1; Park and Co., solicitors, 11, Essex-street, Strand.

BISHOP (Rev. Freeman H.), Basingbourne Vicarage, Cambridge. Jan. 1; Park Nelson, and Morgan, solicitors, 11, Essex-street, Strand, Middlesex.

CURHAM (Thos.), 3, St. Peter's-square, Wolverhampton, fruit dealer. Dec. 20; Jno. Riley, solicitor, 32, Queen-street, Wolverhampton.

CRIST (Mary), formerly of Gedgrave, and late of Orford, Suffolk, widow. May 16; Robert Crisp, Esq., Orford.

COOPER (Henry), Gloucester Villa, Park-street, Slough, Bucks, gentleman. Dec. 30; F. M. B. Calcott, solicitor, 32, Lincoln's-inn-fields, London.

CALVERLEY (Tibbs), Royd House, Lindley-cum-Quarby, Huddersfield, woollen cloth manufacturer. Feb. 1; Allan H. Owen, solicitor, Station-street, Huddersfield.

COLLINGTON (Geo. Isaac), Hanley, Stafford, labourer. Dec. 13; Arthur Challinor, solicitor, Hanley.

CRUTTELL (Mary), 4, Perry-mead, Bath, spinster. Feb. 28; T. W. Gibbs, solicitor, 4, Northumberland-buildings, Bath.

CRUTTELL (Thos. M.), formerly of Bath, solicitor, and CRUTTELL (Mary), his widow. Feb. 28; Thos. W. Gibbs, solicitor, 4, Northumberland-buildings, Bath.

DEBBAN (Andrew), formerly of Belvedere, Co. Down, Ireland, and late 1 Russell-street, Bath, Esq. Dec. 27; T. H. Meyhill, solicitor, 37, Castle-street, Hobart, London.

DAVIS (Henry), formerly of 103, Sloane-street, Chelsea, Middlesex, and late of 14, St. Michael's-road, Stockwell, Surrey, gentleman. Dec. 31; J. H. Child, solicitor, 2, William-street, Albert-gate.

DENNIS (Chas.), Winchfield House, Hants, farmer. Dec. 31; Lamb and Brooks, solicitors, Odham, Hants.

EDGECOMBE (Nathaniel), 15, Lion-hill, Clifton, Bristol, gentleman. Dec. 30; Richardson and Davies, solicitors, 20 Clare-street, Bristol.

ETOUOH (Mary), formerly of Stamford, and late of 40, Brunswick-road, Brighton, widow. Jan. 30; E. S. Carr, solicitor, 5, St. Mildred's-court, Poultry, London.

FARRAR (Wm.), Carlisle, banker. Dec. 15; Joseph Bendle, solicitor, 1, Hodgson's-court, Carlisle.

FOGITT (Jno.), nape, near Bedale, York, innkeeper. Dec. 28; A. Abrahams, solicitor, Salmon Hall, Snape, near Bedale.

FLETCHER (Susanah), Beasley Heath, Kent, widow. Dec. 31; J. H. Child, solicitor, 2, William-street, Albert-gate.

FORTESCUE (Henry), South House, Oxted, Surrey, Esq. Jan. 31; Pearless and Son, solicitors, East Grinstead, Sussex.

GREENHOW (Dorothy), Kandal, Westmoreland, spinster. Dec. 30; J. Swainson, jun., solicitor, Kendal.

GARLAND (Ellen), widow. Dec. 30; Duncan and Pritchard, solicitors, 64, Bridge-street, Chester.

HARRIS (Henry Jno.), 31, Brunswick-terrace, Brighton, Sussex, gentleman. Dec. 15; Satchell and Chapple, solicitors, 4, Queen-street, Cheshire, London.

HAWETT (John), Kent Wood Villa, Tilehurst, Berks, gentleman. Dec. 31; Lamb and Brooks, solicitors, Odham, Hants.

HALLEY (Rev. Robert, D.D.), formerly of New College, New Finchley-road, Middlesex, afterwards of Spring-hill College, Birmingham, but late of 88, Downs-road, Lower Clapton, Middlesex. Jan. 1; H. J. and T. Child, solicitors, Bakehouse-court, Doctors-commons, London.

HARVEY (Jeffery G.), Reeves Hall, East Mersea, Essex. Dec. 31; Turner, Deane, and Co., solicitors, East Hill, Colchester.

HILDYARD (Robt. H.), Catherstone, near Charnmouth, Dorset, Esq. Jan. 20; Norton, Rose, and Co., solicitors, 6, Victoria-street, Westminster.

JONES (Thomas P.), High-treet, Conway, Carnarvon, solicitor. Dec. 10; Parry, Jones, and Jameson, solicitors, High-street, Conway.

JOHNSON (Peter Jos.), Cambridge, and of 54, Vigo-street, London, tailor and robe maker. Jan. 1; F. Grain, solicitor, 1, Mill-lane, Cambridge.

JONES (Thos.), Lenny Bridge, Brecon, Esq. Dec. 31; Rev. David Jones, Llanfechain Rectory, Oswestry.

KERSHAW (Jno. E.), 18, Henrietta-street, Covent-garden, Middlesex. Dec. 12; Cobbett and Co., solicitors, 61, Brown-street, Manchester.

LUNELL (Samuel), Clifton, Esq. Dec. 6; Isaac Cooke and Sons, solicitors, Shannon-court, Bristol.

LEEDHAM (Wm.), Highfield, near Andover, Southampton, Esq. Jan. 31; Lindsay, Mason, and Greenfield, solicitors, 84, Basinghall-street, London.

LANNER (Jno.), Ampney Crucis, Gloucester, yeoman. Jan. 2; Mullings, Elliott, and Co., solicitors, Cirencester.

MAY (Thos.), Swan Field, Whitstable, Kent, oyster dredger. Jan. 1; Cheeseman and Lake, solicitors, Gravesend.

MATTHEWMAN (Wm.), 90, Leadmill-road, Sheffield, York, two blade grinder. Dec. 21; Binney and Sons, solicitors, Queen-street Chambers, Sheffield.

MCGARRELL (Chas.), 2, Belgrave-square, Middlesex, and of Magheramorne, co. Antrim, Ireland, Esq. Jan. 1; Maples, Teesdale, and Co., solicitors, 6, Frederick's-place, Old Jewry, London.

NICHOL (Francis, otherwise Frank), High Heske, Cumberland, gentleman. Dec. 4; Jas. Bendle, solicitor, 1, Hodgson's-court, Carlisle.

OATWAY (Mark), Plough Inn, Bedminster, Somerset, innkeeper. Jan. 15; J. H. Shortland, solicitor, Dundry, near Bristol.

PHILLIPS (Barnet S.), formerly of Clement's-lane, London, but late of 19, Birch-lane London, and 50, Queen's-gardens, Baywater, Middlesex, Esq. Dec. 31; Travers, Smith, and Co., solicitors, 25, Throgmorton-street, London.

POTTER (Rowley Edwd.), Dartford, Kent, gentleman. Dec. 30; Chas. R. Gibson, solicitor, Dartford, Kent.

ROOSE (Gustav E.), 61, Mark-lane, London, oil and seed broker. Jan. 31; J. R. Bailey, solicitor, 8, Tokenhouse-yard, London.

ROBERTSON (Jno.), 19, Princess-street, Hanover-square, and of 34, London-street, Fitzroy-square, Middlesex, tailor. Dec. 31; G. B. Wheeler, solicitor, 21, Queen Victoria-street, London.

RUST (Edwin), Hatfield, Peverel, Essex, brewer. Jan. 1; Stevens and Bawtree, solicitors, Witham, Essex.

REYNOLDS (Jno.), 73, Hoxton-street, Shoreditch, Middlesex, theatrical printer. Dec. 31; R. Miller and Wiggins, solicitors, 6, Copthall-court, Throgmorton-street, London.

REYNOLDS (Wm.), Chesterton, Cambridge, retired publican. Jan. 1; F. Grain, solicitor, 1, Mill-lane, Cambridge.

ROBINSON (Benjamin), Old Hall, near Burnley, farmer. Dec. 20; T. Nowell, solicitor, Burnley.

SATCHELL (Thos. H.), Lord-street, Liverpool, and of Heathfield, Village-road, Oxted, Birkenhead, hatter. Dec. 31; Bellinger and Linton, solicitors, 24, North John-street, Liverpool.

STARR (Potter), 15, Victoria-road, Putney, Surrey, gentleman. Dec. 12; Jno. F. Weymouth, solicitors, 30, Essex-street, Strand, London.

SPRATT (Isaac), 18, Brook-street (formerly called Little Brook-street), Hanover-square, Middlesex, toyman. Nov. 30; Wm. F. Low, solicitor, 67, Wimpole-street, Cavendish-square, London.

SPARSHOLD (Jno. A.), Harley-lane, Todmorden, York, cotton spinner and manufacturer. Dec. 23; Horace M. Smith, solicitor, Halifax, York, and Wm. Sager, solicitor, Todmorden.

SENHOUSE (Johanna), formerly of Harecroft, Gasforth, Cumberland, and of Villa de Saintenon, Brancolar, Nice, France, but late of Maison Ravel Avenue, Beauvieu, Nice, spinster. Feb. 14; G. Cowburn, solicitor, 43, Lincoln's-inn-fields, London.

SHAW (Samuel), Quick View, Moseley, Saddleworth, West Riding, York, yeoman. Jan. 1; Toy and Broadbent, solicitors, 2, Park-parade, Ashton-under-Lyne.

THORNHILL (Wm.), the elder, Beeston, Nottingham. Dec. 26; Rothera and Sons, solicitors, High-street-place, Nottingham.

TOMLIN (Frederick D.), 8, Charles-street, Westminster, surgeon. Dec. 30; G. Cowburn, solicitor, 43, Lincoln's-inn-fields, London.

TOPHAM (Christopher), The Hall, Middleham, York, Esq. Dec. 1; T. F. R. Hammond, solicitor, West Burton, Bedale.

TOPHAM (Anne), The Hall, Middleham, York, widow. Dec. 1; T. F. R. Hammond, solicitor, West Burton, Bedale.

TIXON (Geo.), Potters Bar, Middlesex, cattle dealer. Jan. 1; Van Sandan and Cumming, solicitors, 13, King-street, Cheapside, London.

WOOLCOMBE (Thos.), Devonport, Esq. Dec. 31; Woolcombe and Co., solicitors, 27, Ker-street, Devonport.

WESTLEY (Edmund), late of 65 (formerly 24), Portland-place, Middlesex, and formerly of Melbourne, Australia. April 30; Parker and Clarke, solicitors, Rectory House, St. Michael's-alley, Cornhill, London.

WATSON (Herbert), Shanghai, China, and 67, Earl's Court-road, Kensington, Middlesex, merchant. Jan. 4; Watson and Co., solicitors, 12, Bouverie-street, Fleet-street, London.

WILKINSON (Geo. H.), Arimley, Leeds, waste dealer. Jan. 13; Bulmer and Son, solicitors, 73, Albion-street, Leeds.

#### PROMOTIONS AND APPOINTMENTS.

NOTA BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. CHARLES ROBBINS, of the firm of Bolton, Robbins, and Busk, of 1, Lincoln's Inn, W.C., has been appointed a Perpetual Commissioner for Taking the Acknowledgments of Deeds by Married Women, in and for the cities of London and Westminster, and the counties of Middlesex, Essex, and Surrey.

MR. F. DARWIN HUISE, of the firm of Clark and Huish, solicitors, Derby, has been appointed Clerk to the Magistrates of the Smalley Division of the County of Derby.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Equity Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Conveyancing, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after the lectures have commenced. Members of the Society may attend the lectures.

WHERE articles expire between the 10th Jan. and 15th April 1877, candidates may be examined in Jan. 1877, or, of course, at any subsequent examination.

THE next preliminary examination will be held in the Hall of the Incorporated Law Society, and in various provincial towns on the 21st and 22nd of Feb. in the ensuing year.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during November must be enrolled and registered at the Petty Bag Office on or before the same days in the month of May next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of November, they must be produced and entered at the Law Institution or before the same day of the month of February next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a serious loss of time upon articulated students.

In case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further article must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

## LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last, held at the Law Institution (Mr. Fell, B.A., in the chair), the question discussed was as follows: "Is a shipowner, not being a common carrier, who carries goods on board his vessel for hire, in the absence of express stipulation to the contrary, subject to the liability of an insurer except as against the act of God or of the Queen's enemies?" The subject was stated to be one without any definite authority on either side, but on the part of the affirmative the extra judicial remarks of Brett, J., in *Nugent v. Smith* (L. Rep. 1 C. P. Div. 19), were relied on, and on the part of the negative the dissension of the Lord Chief Justice in the same case on appeal (L. Rep. 1 C. P. Div. 423). The debate was opened in the affirmative by Mr. Hargreaves, and in the negative by Mr. Indermaur (for Mr. Gane), and was ultimately decided in the negative by a majority of four votes. Twenty members were present.

The question to be discussed by this society on Tuesday next is as follows: "Is it desirable that in criminal cases the accused person should be competent to give evidence?"

## BRISTOL LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society, held in the Law Library, Small-street, on Tuesday week, Mr. A. Hingeston Dymond (in the absence of Mr. O'Donoghue), took the chair, and called upon Mr. Foster (hon. sec.) to open the following subject in the affirmative, viz.: "That the 'birth settlement' should be the only settlement recognised by our Poor Laws." The negative side was led by Mr. Pease, and seconded by Mr. A. H. Hughes, whilst Mr. Stachan seconded the affirmative. An interesting debate was obtained, and the subject being a novel one, there was ample scope for original remarks to be made. The following gentlemen joined in the discussion: Messrs. Fenwick, Carpenter, Gane, Kilby. The chairman summed up, and the question was then put to the vote, when it was negatived by a majority of three. The thanks of the meeting were given to Mr. Dymond for presiding.

## HULL LAW STUDENTS' SOCIETY.

THE weekly meeting of this society was held on Tuesday, the 21st Nov. 1876, Mr. A. M. Jackson, solicitor, in the chair. Nineteen members were present. The question appointed for debate was as follows: "If goods are sold by a trader in the ordinary way of his business on a Sunday, and the purchaser afterwards promises to pay therefore, can the trader maintain an action for the price?" (*Wennall v. Adney*). Mr. Wilson led off in the affirmative, and was followed on the same side by Messrs. Redfern, Lambert, and Shaw; Mr. Martinson spoke in the negative, as did also Messrs. Adamson, Johnson, and Hobson. The affirmative was ultimately carried by a majority of six.

## HUDDERSFIELD LAW STUDENTS' SOCIETY.

THE ordinary fortnightly meeting of this society was held last Monday night, at the County Court House, Queen-street, Mr. J. W. Piercy presiding. There was an unusually large attendance of members. The rules of the society underwent a thorough revision, a number of amendments being proposed by Mr. James Yeoman, the secretary, and adopted. Proposals were then made by the secretary, which are calculated to increase the usefulness of society, and to extend the sphere of its operations. These proposals having been considered and approved of, and the committee having been instructed to carry them into effect, the chairman called upon Mr. B. Crook to open the evening's discussion on the following proposition: "That the suppression of the agreement in *Gover's Case*; *re Coal Economising Gas Company* (L. Rep. 1 Ch. Div. 182), rendered the prospectus fraudulent under 30 & 31 Vict. c. 131, s. 38, on the part of the company, and that the applicant shareholder was entitled to have her name removed from the list." The facts of *Gover's Case* are shortly these:—A person called Mappin agreed with the owner of a patent to purchase the patent for £65,000, to be paid partly in cash and partly in the shares of a company to be formed by Mappin. Three months afterwards Mappin made an agreement with a trustee of an intended company to sell the patent to the trustee for £125,000, payable partly in cash and partly in shares in the company. Shortly afterwards the company was formed, Mappin being a director. The prospectus issued by the promoters did not mention the first agreement for purchase.

Mr. Crook was supported by Mr. A. W. Preston, and opposed by Mr. J. R. Haigh.

The debate was a most instructive one, and was well sustained throughout. On being put to the meeting the proposition was negatived by a majority of three.

Mr. J. A. Slater, B.A., from the office of Messrs. Leary, Leary, and Morrison, was elected an ordinary member of the society.

[The Portsmouth solicitors are not so fortunate as the law students of Huddersfield, for the former are obliged to apply to the Office of Works in London before they are permitted by the learned registrar of the Portsmouth County Court to have the use of the court.—ED. SOLS' DEPT.]

## LEICESTER LAW STUDENTS' SOCIETY.

THE fourth meeting of this society for the session 1876, 1877, was held in the Law Library, Friar-lane, Leicester, on Wednesday, the 15th inst., W. M. Moore, Esq., in the chair. The subject for debate was as follows: "Is there such a legal duty on the part of a banker not to disclose the state of his customer's accounts as will make such disclosure the ground of an action without showing special damage?" (*Harley v. Vesey and others*, L. Rep. 3 Ex. 107). Mr. Hincks opened the debate in the affirmative, and was followed by Mr. Frisby and Mr. Harvey in the negative. The chairman summed up, and the negative was carried unanimously.

## PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

THE last meeting of this society was held at the Athenæum, Plymouth, on Friday, the 17th inst. (James Loye, Esq., in the chair). After the reading of the minutes of the last meeting, Mr. Benson proposed that a special meeting of the society be held on Friday, the 24th inst., to consider the proposed new rules, which would then be submitted by the revision committee, and the motion was carried unanimously. The subject for discussion, "That persons accused of crimes should be allowed to give evidence on their trial," was then brought forward, Mr. E. Matthews and P. B. Pugh speaking in support, and Messrs. M. Harrison and C. Prance opposing; Messrs. Adams, Gay, Benson, Fox, and Helpman afterwards joined in the discussion, which was carried on to a late hour. On the summing up of the chairman the question was put to the vote, and decided in the affirmative by a majority of three.

## WOLVERHAMPTON LAW STUDENTS' SOCIETY.

A MEETING of the society was held on Tuesday evening, Nov. 9, 1876, S. W. Page, Esq., in the chair, when the following question was discussed: "Where A. contracts with B. through his agent C., and C. induces B. to contract by authorised fraud, can B. successfully maintain an action of tort against A. for such fraud?" Mr. Cresswell opened the debate in the affirmative, and was supported by Messrs. Andrews and Clay. Mr. Lawrence replied for the negative, and was supported by Mr. E. Smith. The decision was in favour of the affirmative. Mr. Lawrence has taken a preliminary objection to the conduct of the question, neither he nor his supporters voted on it as put to the meeting. A vote of thanks to the chairman terminated the proceedings.

## COUNCIL OF LEGAL EDUCATION.

## HILARY EXAMINATION, 1877.

THE attention of students is requested to the following rules:

As an encouragement to students to study jurisprudence and Roman civil law, twelve studentships of 100 guineas each shall be established, divided equally into two classes; the first class studentships to continue for two years, and be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class studentships to continue for one year only, and to be open for competition to any student, not then entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the examination in both jurisprudence and Roman civil law. But the committee shall not be obliged to recommend any studentship to be awarded the result of the examination be such as in its opinion not to justify such recommendation.

No student admitted after the 31st Dec. 1876 shall receive from the council the certificate of fitness for call to the Bar required by the Inns of Court unless he shall have passed a satisfactory examination in the following subjects, viz., first, Roman civil law; secondly, the law of real and personal property; thirdly, common law; and, fourthly, equity.

No student admitted after the 31st Dec. 1876 shall be examined for call to the Bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman Civil Law any time after having kept four terms.

An examination will be held in December in January next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honors, or of obtaining a certificate of fitness for being called to the Bar, or of passing the examination in Roman Civil Law only, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Wednesday, the 13th day of December next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, or honors, or of obtaining a certificate preliminary to a call to the Bar, or whether he is merely desirous of passing the examination in Roman Civil Law under the above-stated regulations.

The examination will take place in the hall of Lincoln's Inn, and the doors will be closed five minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:

Friday and Saturday, 29th and 30th Dec. at ten until one, and from two until five on each day, the examination of candidates for studentships in Jurisprudence and Roman Civil Law.

The examination of candidates for honors: pass certificates, and for pass in Roman Civil Law only, will take place as follows:

Monday morning, 1st Jan. at ten, on the Law of Real and Personal Property.

Tuesday morning, 2nd Jan., at ten, on Equity; Wednesday morning, 3rd Jan., at ten, on Common Law.

Thursday morning, 4th Jan., at ten, on Jurisprudence and Roman Civil Law; in the afternoon at two, on Constitutional Law and Legal History.

The oral examination will be conducted in the same order, and on the same subjects, as at appointed for the examination by printed questions.

NOTE.—Students admitted prior to 1st Jan. 1873, who are candidates for a pass certificate only, have the option of passing in (1) Constitutional Law and Legal History, or Roman Civil Law; (2) Common Law Equity; and (3) Real and Personal Property Law.



RUDDENCE, CIVIL AND INTERNATIONAL LAW, AND ROMAN CIVIL LAW.

tes for the studentships will be examined e following subjects :

stitutes of Gaius and Institutes of Justine titles of the Digest De Acquirendo Dominio (XLI., 1) and De Acquirenda vel da possessione (XLI., 2).

History of Roman Law. Principles of Jurisprudence, with special e to the writings of Bentham, Austin, and

ements of International Law. Principles of Private International Law. dates for honours will be examined in umbered 1, 3, and 4; candidates for a pass e in the Institutes of Justinian.

XAMINERS IN CONSTITUTIONAL LAW AND HISTORY will examine in the following nd subjects :

bbes' Constitutional History of England. Ham's Constitutional History. om's Constitutional Law. e Principal State Trials of the Stuart

e concluding chapter of Blackstone's Com-es, being that "On the Progress of the England."

dates for honours will be examined in all ve-mentioned books and subjects; candi-r a pass certificate only will be examined l and No. 3 only, or in No. 2 and No. 3 the foregoing subjects, at their option.

XAMINER IN EQUITY will examine in the g subjects :—

ists. ministrations of Estates by Deceased ersons. rtership.

dates for honours will be examined in all ve-mentioned subjects. Candidates for a tificate only, in those numbered 1 and 2.

XAMINER IN THE LAW OF REAL AND PER-PROPERTY will examine in the following :-

ates, Rights, and Interests in Real and ersonal Property; and Assurances and ontracts concerning the same.

a Feudal Law, as adopted in England, in-dependently of and as affected by Statute; ortmain, and Testamentary Disposition.

dates for a pass certificate only will be d in the elements of the foregoing subjects; tes for honours will have a higher exami-

XAMINER IN COMMON LAW will examine llowing subjects :—

rcantile Law. e Law relating to Bills of Exchange. e Law of Evidence. ninal Law.

dates for a pass certificate only will be d on general and elementary principles of id from candidates for honours the ex-ill require a more advanced knowledge of lication of those principles, and a know-the leading decisions.

(By Order of the Council), (Signed) S. H. WALPOLE, Chairman.

Queries.

EDIATE EXAMINATION.—I was a candidate for mediate Examination held on the 11th inst. a tuform me (through the columns of the es) when I may expect to be informed of the y endeavours ? INTERMEDIATE. out a week's time.]

as articulated on the 31st Oct., 1874, for five years. up for my Intermediate Examination in April, til June, 1877 ? H. J. G. ill 21st June, 1877.]

as articulated 20th May, 1875, for a term of five ill you inform me when I can present myself ntermediate Examination at the earliest ? y, 1878.] LECTURUS.

MENT OF ARTICLES.—INTERMEDIATE EXAMINA-as articulated on 22nd Dec., 1874, and my master the 24th Sept. last past. The date of my assign-articles is 14th Oct. ult. (a space of about lays being thus lost). Shall I be able to present r the Intermediate Examination which is held ne next ? If not, I suppose there will not be opportunity before November. NORTH. iced for five years, not till 8th Nov., 1877.]

EG FOR THE FINAL.—I have only the first edition hen's Commentaries." Is it advisable to read e, or go to the expense of a later edition ? LECTURUS.

atest edition is to be preferred.]

UTH, STONEHOUSE, AND DEVONPORT LAW e SOCIETY.—We are to hold a special meeting y next to consider the proposed new rules. Is hile to send any account of the meeting, as ort would necessarily be very long ? C. M. hink not.]

Answers to Correspondents.

B. O. BARTRUM.—You overlook the pith of the ques-tion, which was, can a clerk serve not only one year with the London agent, but further one year with a barrister? and we reply that he can if articulated for five or four years but not if articulated for three years. No doubt all clerks may serve one year with the London agent.]

THE BENCH AND THE BAR.

CALLS TO THE BAR.

THE following gentlemen have this week been called to the Bar :—

LINCOLN'S INN.—Arthur Matheson Fraser, Esq., B.A. and LL.B., Cambridge, and of the University of London; Henry Philip Rooke, Esq.; Frederic William Maitland, Esq., B.A., Cam-bridge; Isaac Saunders Leadam, Esq., M.A., Oxford, Fellow of Brasenose College; Alexander Gordon, Esq., B.A., Cambridge; Andrew John Leach, Esq., B.A., Oxford; Henry Alleyne Bovell, Esq., University of London; and Frederic Charles Aplin, Esq., B.A., Oxford.

INNER TEMPLE.—John Harvey Templer, Esq., B.A., Cambridge; John Bagnall Evans, Esq., M.A., Oxford; Walter W. Rouse Ball, Esq., B.A., Cambridge; Samuel Evan Butler, Esq., M.A., Oxford; John Skirrow Follett, Esq., B.A., Cam-bridge; Arthur Hammond Robin, Esq., B.A., Cambridge; Henry W. Eaden, Esq., B.A., Cam-bridge; Hon. Mark Francis Napier, B.A., Cam-bridge; Ernest Mackean, Esq., B.A., Cambridge; Philip Francis Walker, Esq.; Granville Geo. Miller, Esq., B.A., Cambridge; Cuthbert John Ottaway, Esq., B.A., Oxford; Walter Shirley Shirley, Esq., B.A., Oxford; Charles Henry Lomax, Esq., B.A., Oxford; Thomas Marshall Todd, Esq., M.A., Oxford; James Parsons, Esq., B.A., Oxford; Henry Thomas Hyde, Esq., LL.B., Cambridge; Edward Bennet Calvert, Esq., B.A., Cambridge; Johannes Hornius Lange, Esq., LL.B., Cambridge; and William Wills, Esq., B.A., Cambridge.

MIDDLE TEMPLE.—Louis Kossuth Laurie, Esq., Nanda Lal Dey, Esq.; Francis William Bradney Dunne, Esq., of King's-inn, barrister-at-law, and of Trinity College, Dublin, B.A., LL.B.; Arthur Francis Leach, Esq., B.A., New College, Oxford, and Fellow of All Souls', Oxford; Granville George Greenwood, Esq., of Trinity College, B.A., Cambridge; Radhikaprasad Ghosh, Esq.; Francis Taylor Piggot, Esq., B.A., Trinity College, Cam-bridge; Edwin Flynn, Esq.; William Tucker, Esq., B.A., Lincoln College, Oxford; Arthur Child, Esq.; Samuel Henry Day, Esq.; Walter Talbot Cairns, Esq.; Thomas Charles Hedder-wick, Esq., M.A., Glasgow University; Joseph Edwin Crawford Munro, Esq., LL.B., Downing College, Cambridge, and of the Queen's University, Ireland, holder of a Studentship in Roman Law and Jurisprudence from the Council of Legal Education; and Samuel Smith-Dorset, Esq.

GRAY'S INN.—John Joseph Francis, Esq., of the London University; and Edward Cant-Wall, Esq.

MAGISTRATES' LAW.

NOTES ON NEW DECISIONS.

METROPOLIS MANAGEMENT—APPORTION-MENT OF EXPENSES—ONE SIDE OF A STREET.—The plaintiffs, acting under the Metropolis Management Acts, resolved that a portion (to wit, the eastern side) of a new street should be paved throughout the whole length for a uniform breadth of 12ft., measured from the eastern bound-ary; and that the owners of the houses forming the eastern side should pay the estimated ex-penses. In an action against the defendants for contribution to these expenses, their workhouse being part of the eastern side of the street, it was stated in defence that there were houses and land on the western side liable to contribute; and it was replied that these houses and land did not bound or abut on any part of the street to be paved. Held, upon demurrer to the reply (affirm-ing decision of the Queen's Bench Division), that the plaintiffs had no power to charge the owners of one side of the street only, and that the action could not be maintained: (*Vestry of Mile End Old Town v. Guardians of Whitechapel Union*, 35 L. T. Rep. N. S. 351. Ct. of App.)

PUBLIC HEALTH ACT—RATE MADE BY LOCAL BOARD UNDER A REPEALED ACT.—A local board of health gave notice of their intention to make a district rate under the Public Health Act 1848 (11 & 12 Vict. c. 63) and amended Acts. At the time the rate was made the Acts in question were repealed (though the local board were unaware of the fact) by the Public Health Act 1875 (38 & 39 Vict. c. 55), which, however, provided that the repeal should not affect anything "duly done" under any enactment thereby repealed. The new Act authorised the levying of a rate for substantially the same purposes as the repealed

Acts upon giving similar notices. Held, that the rate was good as a rate under the new Act, and that the notice given was a thing "duly done" under the saving clause: (*Reg. v. Justices of West Riding of Yorkshire*, 35 L. T. Rep. N.S. 358. Q. R.)

HIGHWAY—LIABILITY TO REPAIR PORTION OF ROAD CARRIED AWAY BY A LANDSLIP.—The in-habitants of the defendant pariah were indicted for the non-repair of a highway. It appeared that a portion of the highway in question had been carried away by a landslip, and its place sup-plied and filled up with earth, stones, and other débris. No trace remained of the old metalled road, but the line of it was known and admitted. At the trial a verdict of guilty was entered, sub-ject to the report of an engineer on certain points, leave being given to either party to state a special case on such report. The engineer found that the road was absolutely destroyed to an extent of 253yds., but that it was practicable to form a permanent and passable road along the old track at a cost of £341. A special case was afterwards stated. The court had power to draw inferences of fact. Held (per Blackburn and Quain, JJ.), that though the metalled portion of the road had been carried away, the line itself was still known, and that consequently there was no such total destruction of the road as would extinguish the li-ability which ordinarily attaches to a pariah: (*Reg. v. Inhabitants of Greenhow*, 35 L. T. Rep. N. S. 363. Q. B. Div.)

NOTICE OF APPEAL, TIME FOR—WHETHER TIME RUNS FROM DATE OF ORDER OR SERVICE OF ORDER.—The time for giving notice of appeal against an order of justices runs from the date of the making of the order appealed against, and not from the date of service of a written form of order upon the appellant. By the Public Health Act 1875, s. 48, where any ditch lying near the bound-ary between the district of any local authority and any adjoining district is foul, a justice may, on the application of the local authority whose district is injuriously affected thereby, summon the local authority of the adjoining district to show cause why an order should not be made for cleansing the ditch; and the court, "after hearing the parties, or *ex parte* in case of the default of any of them to appear, may make such order," as to the cleansing of the ditch as may seem reason-able. By sect. 269, a person deeming himself aggrieved by any rate, order, conviction, or thing done under the Act, may appeal, first to the next sessions held not less than twenty-one days "after the demand of the rate or the decision of the court;" and, secondly, on giving notice to the other party and the court within fourteen days "after the cause of appeal has arisen": Held, that "cause of appeal" means the determination of the justices to make the order, and not the ser-vice of the order upon the appellant: (*Reg. v. St. Albans Sanitary Authority, on the Prosecution of the Sanitary Authority of Barnet*, 35 L. T. Rep. N. S. 362. Q. B. Div.)

GAME PRESERVATION BY PAROL.

AT Lawford's Gate (Gloucestershire) Petty Sessions, 2nd Nov. 1876, there was a summons against three persons for trespassing in search of game on lands belonging to a gentleman whose keeper was the complainant. [It appeared that the land was let to a yearly tenant by word of mouth. Whereupon the defendant's advocate objected that the prosecution must fail, because game could not be reserved to a landlord on a parol demise, for which he cited 40 J. P. 605, 638, and 719, in the first of which it is stated, "The land-lord can only reserve the rabbits to himself by agreement under seal;" in the second the after-mentioned cases are cited as an authority for that position; and in the third (attention having been drawn to the distinction between "reserving a right which you possess" and "granting such right to a stranger" it is said, "The view that a reservation by a landlord is a regrant by the tenant was laid down in *Ewart v. Graham* (7 H. L. C. 331), and has been repeated in subsequent cases." The matter was adjourned for consideration of the cases so cited, viz., *Brigstocke v. Rayner* (40 J. P. 245), *Bird v. Higginson* (2 A. & E. 696), *Thomas v. Fredericks* (10 Q. B. 775), and *Ewart v. Graham* (as above).]

On 16th Nov. the judgment of the court was given by Mr. Brooke Smith to the following pur-port:

We think that the dictum in the justice of the peace, to the effect that game cannot be reserved to a landlord on a parol demise, is not well founded.

The cases cited are not in point. In *Ewart v. Graham* the question was whether, under a special Act of Parliament for enfranchising copyhold lands held in fee simple, subject to an exclusive right to the game in the lord of the manor, such right was continued to him by the statute after the enfranchisement. But that was a question whether A. had the right of sporting over



held by B. in fee simple, and had no relation to an ordinary tenancy for years.

*Bird v. Higginson* is cited by Mr. Paterson in his work on the Game Laws merely as an authority that "the right of free warren is an incorporeal hereditament, and therefore can only be conveyed by deed."

*Thomas v. Fredericks* is also cited by Mr. Paterson to show the right of a tenant to sue for damages under an unsealed agreement, by which the shootings were let by the landlord to the person committing the damage, thereby showing that shootings may be let by parol. It is also cited as follows: "How conveyed. The right of shooting and hunting over lands, as a separate right, is an incorporeal hereditament lying in grant and passing only by deed."

So in *Brigstocke v. Rayner*, the question was whether the right of an owner, to sport over lands in the several occupations of himself and his tenants, could be granted to a third party otherwise than by a deed. But that case (as well as the others) does not apply to a reservation between landlord and tenant or an ordinary parol demise.

No one contends that an incorporeal hereditament can be conveyed by one person to another except by deed, as was said by Blackburn, J., in *Brigstocke v. Rayner*. But we have no doubt that it may, to use the words of sect. 8 of the Game Act (1 & 2 Will. 4, c. 32), be "reserved or retained by any lessor or landlord, by any written or parol demise or contract," which position is distinctly recognised and established in and by *Reg. v. Thurstone, Inhabitants* (28 L. J. 106, M. C.; 5 Jur. N.S. 821; 1 F. & E. 502, cited by Mr. Paterson; and *Coleman v. Bathurst*, 35 J. P. 630; 6 Q. B. 366), in which it is expressly laid down and admitted, that as between landlord and tenant, the game may be reserved to the landlord by a parol demise or contract according to the statute, Lush, J., holding that in point of law it was so reserved in that case, though the majority of the court held that in point of fact the wording of the unsealed agreement was not sufficient for that purpose.

We therefore hold that game may be well reserved to a landlord in and by a parol demise or contract.

But we say that in a prosecution of this kind, under sect. 30 of the Game Act, it is wholly immaterial to whom the game belongs, unless and until the defendant sets up either a claim of right, which, if substantial, would oust the jurisdiction, or leave and license by the actual occupier, which, when proved, would oblige the prosecutor to show that such occupier had no right to give that license; in which case the statute declares that the landlord shall be deemed to be the legal occupier, and the license by the actual occupier is made unavailing.

No such defence was set up in this case; and, as the trespass has been proved, the only question is the amount of the penalty, which we fix at one guinea and costs, or one month's imprisonment, for each of the defendants.

## MARITIME LAW.

### NOTES OF NEW DECISIONS.

**COLLISION—FOREIGN JUDGMENT—ESTOPPEL—RES ADJUDICATA.**—In an action of collision a judgment of a foreign court given in a cause between the same parties cannot be pleaded as an estoppel unless such judgment was obtained prior to the institution of the action in this country; there being no *res judicata*, but only *lis alibi pendens*, when the plaintiff instituted his action here, he can claim to proceed to judgment in this country if he chooses. Semble, a judgment in a foreign court against a person not subject to the jurisdiction of that court to an estoppel, must be a judgment on the merits, and not merely by default. (*The Delta*, 35 L. T. Rep. N. S. 376, Adm. Ct.)

**PRACTICE—COLLISION—BRITISH AND FOREIGN SHIPS—JURISDICTION—SERVICE.**—Where an English ship is damaged in collision upon the high seas, outside any territorial jurisdiction, by a ship owned by a foreign country established abroad, there is no power to issue a writ for service out of the jurisdiction upon, or of which notice is to be given out of the jurisdiction to, the foreign company, and claiming damage in respect of the collision. Semble, that "within the jurisdiction," in Orders II. and XI. of the Supreme Court rules, means within the territorial jurisdiction: (*Re Smith*, 35 L. T. Rep. N. S. 380, Adm. Ct.)

J. HOUNSELL, Esq., Surgeon, Bristol writes:—"I consider BURTON'S NERVOUS TOOTHACHE. Very severe cases are found instantaneous and permanent relief to the sufferer. Invaluable to all who suffer from it."

## COUNTY COURTS.

### HALIFAX COUNTY COURT.

Tuesday, Oct. 30.

(Before J. W. DE L. GIFFARD, Esq., Judge.)

BROWN v. LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

Carriers' Act—Personal luggage—Declaration of value—Notice—"Conspicuous part."

HIS HONOUR.—In this case, on the 16th Aug. 1876, the plaintiff took a ticket at the Halifax station of the railway company for Diggle, near Marsden, having with her a portmanteau containing property of considerable value. On reaching Diggle the portmanteau was missing, and has not since been found, and the plaintiff by this action now seeks to recover £50, the value of the portmanteau and its contents. The defendants admit the receipt and the loss of the portmanteau, but rest their defence on the provisions of the Carriers' Act, which requires that articles of a particular description, exceeding in value £10, must be declared as such, and the extra rate paid or arranged for prior to commencing the journey. It is admitted by the plaintiff that no declaration was made or extra rate paid by her. The articles contained in the portmanteau were exclusively wearing apparel and such other things as a lady would or might require when going on a visit for a short time, and have been proven to be of the value claimed. Those objected to as belonging to the class enumerated in the Carriers' Act (1 Will. 4, c. 68), as to which a declaration of value must be made before the commencement of the journey, were principally as follows: A sealakin jacket value £21; a silk dress, value £17 12s.; ivory bracelets, £2 2s.; lace (Honiton) made by hand; hand glass, &c., amounting altogether at first cost to upwards of £60. It was contended on behalf of the plaintiff that the silk dress and ivory bracelets were not within the meaning of the statute, and the case of *Davey v. Mason* was cited in support of that contention. But *Davey v. Mason* has been virtually overruled by the late case of *Bernstein v. Bazendale*, and it seems to be now well settled that a silk dress made up, ivory bracelets, glass, brooches, &c., are within the meaning of the statute, and are articles which should be declared if above the prescribed value. The result would be to reduce the plaintiff's claim to an amount agreed to be stated at the sum of £18 7s. if the matter rested there. But it was further contended on behalf of the plaintiff that the provision contained in the 2nd section of the statute has not been complied with by the defendants, and that the plaintiff is consequently not affected with the statutory notice. The language of the second section as to this point is briefly as follows: "That when any parcel containing any of the articles specified shall be so delivered, and its value declared as aforesaid, the carrier may demand and receive an increased rate of charge, to be notified by some notice affixed in legible characters in some public and conspicuous part of the office, warehouse, or other receiving house where such parcels are received by them for the purpose of conveyance, stating the increased rate of charge . . . and all persons sending such valuable articles shall be bound by such notice without further proof of the same having come to their knowledge." I think the words "such notice" must be taken to mean "such notice so affixed." The 3rd section provides that if such notice shall not have been so affixed the carrier shall not be entitled to the benefit of this Act, but shall be responsible as at common law." The effect of these two sections, read together, would seem to be that where the carrier has in a conspicuous part of his office, warehouse, or receiving house affixed this notice, he is not bound to prove that it was called to the attention of the sender or passenger, but that where he fails to affix such notice his liability at common law remains. In the present case a notice sufficiently legible to a person standing near it, and explicit in its terms, was affixed on the platform, about fifteen feet to the left of the door leading from the booking office to the platform, at an elevation from the ground. The station at Halifax is of considerable length. The booking office, which is situated nearly in the centre, is approached from the outside, and a passenger having taken his ticket would pass through a door leading on to the platform. At the left, about forty yards along the platform, is a viaduct to enable passengers to cross the line. The notice, as I have said before, was placed fifteen feet from the door the opposite direction from the viaduct. The question I have to consider is whether a notice affixed in such a spot is a sufficient compliance with the statute; and, after much consideration, I can arrive at no other than a negative conclusion. The platform is certainly not an office, warehouse, or receiving house, but at the same time I should be most unwilling to render nugatory the intention of the Legislature, unless compelled to do so, upon a mere technical criticism of expression.

The present case it seems to me the objection

is one of substance. The obvious intention of the Legislature in directing the notice to be affixed in a "conspicuous part of the office, warehouse, or receiving house," is that customers passengers when sending their goods or their tickets may have their attention called to the terms on which the carriers consent to receive goods or luggage. Possibly any position, whether office, warehouse, or receiving house, where this object was attained would in law be sufficient; but it certainly would in reason, be sufficient; but a notice on the platform 15ft. from the door leading from the booking office in such a position is clearly not in view of passengers taking their tickets, neither is it certain that a passenger having taken his ticket and going straight to his carriage would ever see it, unless, indeed, the carriage were immediately opposite the notice. The probabilities are that such a passenger would not see the notice hanging up among other notices and advertisements on the station walls, which are frequently seen. Still less would a passenger by this way, who had to cross the line as the plaintiff had, going to Diggle, be likely to see such a notice either if she crossed the line opposite the door or turned to the left to cross by the bridge. I have already said I think the company failed in substance to comply with the duty imposed on them by the Act, inasmuch as they did not affix the notice in a conspicuous place where persons travelling by their railway would be likely to see it. The plaintiff swears that she never saw or was aware of such notice, and no one who heard her evidence could doubt for a moment the truth of her statement. It would be perfectly easy for the company to affix that notice on the window of the booking office through which the tickets are obtained, so as to bring it unmistakably to the attention of all travellers. The verdict is therefore for the amount claimed, though the sake of the plaintiff I am disposed to reserve conclusion at which I have arrived, as I do but feel that in a case of this kind the company is entitled to take the opinion of the Supreme Court.

Verdict for the plaintiff, £18 7s.

### MANCHESTER COUNTY COURT.

Thursday, Nov. 16.

(Before J. A. RUSSELL, Q.C., Judge.)

Obligations of innkeepers to provide accommodation—Discretion in rejecting guests.

JAMES RAVENSCROFT and others brought action against William Walker, the landlord of the General Birch Inn, at Ardwick, to recover damages for an alleged refusal by the defendant to provide the plaintiffs with accommodation for themselves and their horses, although the defendant was well able to afford such accommodation, and the plaintiffs were prepared to pay what was supplied to them.

The plaintiffs were represented by Smyly, the defendant by W. Cobbett.

Smyly, in opening his case, said James B. Croft was a carter living at Ashton-under-Lyme. On the 2nd Sept. last he and his brother Ravenscroft, and another man were engaged to convey a number of members of the Ashton of Hope from Ashton to Philips Park, Manchester. After leaving their passengers at the plaintiffs' public-house, the General Birch at Ardwick. The horses, five in number, placed in the stables, the luries were drawn to a position indicated by the ostler, and the driver was enjoying a feed of corn when the defendant came up, called the attention of the plaintiff to the presence of a temperance banner on the cart, used some very strong language, and peremptorily ordered the party to "clear out." They remonstrated with him, but without effect. They said they were not teetotalers, but he said that it did not matter, they belonged to the gang, and he would not have them at his premises. The horses were then removed to the park gates, where they remained. A band of Hope members were ready to accompany Mr. Smyly submitted that a gross wrong had been committed to his clients. Very great pressure was allowed to licensed victuallers, who were bound to provide accommodation for the public. The mere presence of a banner on the cart in his eyes was no excuse for the defendant's conduct in this instance.

The plaintiff and his witnesses gave evidence in support of the above statement. They cross-examination that the luries for obstruction to the entrance of the inn they used any insulting or jeering language.

Cobbett, in opening the defendant's case, contended that a publican was not legally bound to provide accommodation for any but his regular customers. His Honour reminded him that the

and shown that the plaintiff and his friends were about to become guests, that they purposed entering his house and partaking of refreshments, but the defendant repelled them, saying he would neither have them nor their horses. They must all turn out. The case was analogous to a man travelling with his own post chaise. The first thing he did was to put up his carriage and horses and then seek refreshment for himself. With respect to damages, he did not see that there had been anything more than a nominal right infringed, and he thought it ought to have been made the subject matter of an indictment.

Cobbett said that whether the men were tea-stallers or not, they were the charioteers of that articular party, and it could not be supposed that the spirit of the party, which might to some extent be supposed to extend to the drivers, was altogether favourable to the keeper of a public-house. He should show also by the evidence of the landlord and others that the luries were placed in a most inconvenient position so as to be an obstruction to his customers. Could there be anything more offensive, he asked, than to place a lury in front of his door with a flaunting device upon it, so that his customers could not get in? Moreover, he was informed that the plaintiff and his friends insultingly called the defendant "Mr. Bonifacio," reminded him of his pledges at the licensing sessions, and caused a large crowd to gather round the door of his house.

Evidence was then heard for the defence. The defendant alleged that he was insulted by the plaintiffs, and that the waggons were in an inconvenient position. He also expressed his belief that the plaintiffs had travelled all the way from the park to his residence for the purpose of annoying him. The ostler also gave evidence, but admitted, in cross examination, that the objection was to the banner and not to the lury stall.

Empty, in summing up his case, remarked on what the Judge had said as to the landlord's refusal being made the subject of an indictment. It always seemed rather harsh to enforce the criminal law against a man in the position of the defendant, and the plaintiffs had therefore refrained from so doing.

His HONOUR said the complaint was that the defendant, having been requested to accommodate the plaintiff and his horse, wrongfully refused to do so. The law was clear on that point. Providing a landlord had room for an intending guest, and there was accommodation for horses, he was bound to entertain that guest and receive his horse, unless there was some conduct in the guest or the mode in which he applied for accommodation which justified the innkeeper in refusing to grant accommodation. There was no doubt that if the plaintiff and those with him had conducted themselves in a disorderly manner the defendant would have been justified in doing what he did; but the question was whether they did anything in point of fact which would justify the landlord in refusing the accommodation which by law they were entitled to. It was obvious the defendant was a man of intemperate spirit, for he had the hardihood to say he thought the men had gone there purposely to annoy him. Is (the judge) was perfectly satisfied that accommodation was refused and without any justification. While acquiescing in every word which Mr. Empty had said about the hardihood of putting the criminal law in motion, he still adhered to the law he had previously expressed, because, as the case came before him, he was bound by law not to inflict a penalty, but such damages as might have been sustained. In point of fact no damage was sustained. The men were put to some inconvenience. They had a clear right, but the infringement of that right did not constitute damages. He was sorry he had no power to impose a penalty, for he thought there had been a gross violation of the right possessed by the plaintiff, and one which ought not to be visited merely with censure, with which he did visit it, but by some pecuniary penalty which would make the man pay for the excess of temper which he showed. He was not in a position, however, to do that. All he could do was to give judgment for the plaintiff for 20s. and costs.

#### LIVERPOOL COUNTY COURT.

Thursday, Nov. 16.  
(Before T. P. THOMPSON, Esq., Judge.)  
TIPPER v. ROONEY.

The "necessaries" of a minor.

HIS was an action brought by Henry Tipper, owner, 170, Park-road, against John Rooney, licitor's clerk, 19, Dombey-street, to recover the sum of £39s. 6d. damages sustained by a vehicle used by defendant from plaintiff.

Lowe appeared for the plaintiff.

Dr. Connors for the defendant.

From the evidence it appeared that on the 7th inst. last the defendant hired a trap to convey himself, a friend, and two young ladies to Hale.

All went well and pleasantly on the outward journey, and the party had tea at the Wellington Hotel, Hale. In returning, they took a round-about road, and in the course of the journey the back seat slipped, the trap flew up, the shafts were snapped, and the four occupants were thrown out of the machine, the whip being lost.

For the defendant it was pleaded that he was a minor.

His HONOUR held that he was liable, and that a "drive into the country" was within the legal definition of "necessaries" to a minor.

After hearing the evidence adduced for the defendant, however,

His HONOUR considered that the shafts of the vehicle were not sound, and consequently he allowed the plaintiff only the value of the whip.

### LEGAL NEWS.

#### ON PUBLIC NOTARIES IN THE MIDDLE AGES.

SELDEN informs us that Counts Palatine had power to create notaries, but this, according to him, was only the delegation of the more ancient authority of the Pope and the Emperors of Germany, who claimed to be sovereigns of Rome, till the reign of Edward II. They were appointed in this country by the Court of Rome or its deputies; but this monarch claimed power to appoint them himself. He tells us that notaries began to be common about the reign of Henry III. Selden mentions a case where Roger di Monte Flaxon, one of the Counts Palatine, at the request of the Prior of Winchester, who lived about the end of the reign of Edward I., grants to him power to create two notaries, and to invest them with pen, reed, and paper. The following translation of the authority given to him contains some curious matter, which may be interesting to the legal reader:—

"To the venerable and discreet Prior St. Swithin, of Winton, Roger de Monte Florem, by the grace of God Count Palatine, peace, joy, and health. A wise knowledge of human affairs, compared with the fugitive memory of mankind, lest those things of daily occurrence which are done between contracting parties should be subject to oblivion, interposes the office of the scribe, by which the wishes of contracting parties are written down, and writings are kept by an authorised power, for a long period. Wherefore, when on your part when there appeared a humble petition that we would commit to you the authority with which we and our successors are honoured by the most noble Emperors, for making notaries, that you might appoint two proper clerks, sufficiently learned, whom you might select. We in full confidence of your discretion, nor less of your diligence in this matter committed to you by us, of which we have full confidence, having regard to your petition, and to those things committed to us, having made diligent examination of the fitness of the persons, having also received from them the Holy Seal of the Church of Rome and the Holy Empire, as well as the office of the Faithful (the Sacrament), according as is testified below, and the personal oath which we desire you to administer in this respect to those to whom we grant the aforesaid office by investiture of pen, reed, and paper, giving and granting to them by this present authority full license, power, and liberty, of writing, copying, and publishing, instruments, deeds, administrations, codicils, and protocols, of whatsoever sort and description, and to reduce them into common form; to examine witnesses, and receive and take examinations, and publish depositions of witnesses, of making wills, and also the wills of persons dying (nuncupative wills), as well as whatsoever instruments, upon whatsoever contracts, matters, or things soever, with full power as well of writing, copying, and publishing, and reducing to form allegations, exceptions, and cases, and of writing and registering the same, and of doing all and singular those things which commonly belong to the aforesaid office, that those matters everywhere may be faithfully and lawfully done, and for this purpose have recourse both to notaries and public scribes as often as occasion shall require."

MR. JOHN ELLIS, solicitor, has been elected by a large majority as a representative of Boughton Ward, in the Chester Town Council.

THE name of Mr. John Blossett Maule, Q.C., has been added to the commission appointed to inquire into certain municipal corporations not subject to the Municipal Corporations Act.

MR. WALTER MAYHEW (of the firm of Messrs. Mayhew and Adcock, solicitors, Wigan, Lancashire) has been unanimously elected mayor for the borough of Wigan for the ensuing year. Mr. Mayhew has been an alderman of the borough for many years.

THE Society of Apothecaries have recovered a penalty of £20 in the Exchequer Division from a chemist and druggist named Wetherington, who

lives in Wandsworth-road, and who had prescribed for various persons residing in his neighbourhood.

NEW RECORDERS.—Mr. Charles Greville Prideaux, Q.C., of the Western Circuit, has been appointed to the Recordership of Exeter, rendered vacant by the elevation of Mr. Lopes to the Bench. Mr. Prideaux was called to the Bar in 1836, and has for some years past held the post of Recorder of Halston, which latter appointment has been conferred on Mr. Gabriel Prior Goldney, of the Western Circuit, son of Mr. G. Goldney, M.P. for Chippenham.

THE ENGLISH BAR.—The examinations for candidates at the Bar in England are growing more severe. This year, at the final Bar examination, out of sixty-three candidates no less than thirty-four [were] rejected, and only twenty-nine passed. There is a great deal of grumbling among those who have failed, especially those who have come up with high University reputations, and who have been plucked more than once in their examination.—*Irish Law Times*.

PROLIX JUDGMENTS.—The number and voluminousness of the judgments delivered by the judges in the case of the *Franconia*, have placed the Law Reporting Society in some difficulty. The points to which they refer is so important that they ought to be all put on record, but they would occupy nearly a volume themselves. The judgment of the Lord Chief Justice alone occupied three hours in delivery. It is estimated that the cost of printing them to the society would be £2850, and the reporters naturally hesitate to incur such an expense. It is probable, I believe, that the matter will be compounded by the printing of two of the judgments on each side of the question.—*Irish Law Times*.

A JUDGE'S CLERK.—At the Judges' Chambers, on Saturday last, a testimonial in the shape of an address and a solid silver inkstand, with a suitable inscription, was presented to Mr. J. E. Saunders, the chamber clerk of Sir George Bramwell, on his retirement consequent on the appointment of Sir George as one of the judges of the Appeal Court, after a service of more than fifty years at the chambers as clerk to several of the judges. His Lordship gave his approbation to the movement, and declared that Mr. Saunders well deserved the testimonial. Mr. Saunders was cordially thanked for his kindness, courtesy, and assistance to the law clerks in their difficulties, and he had set an excellent example to the other clerks at the judges' chambers. Mr. Saunders expressed in feeling terms his appreciation of the testimonial. He had been clerk to Mr. Justice Holroyd, Mr. Justice Taunton, Mr. Justice Patteson, Baron Parke (Lord Wensleydale), and Baron Bramwell. He had been, he said, twenty-one years with Baron Bramwell, and a kinder and better man never lived. The inscription on the inkstand was in the following terms: "Presented to Mr. J. E. Saunders, by the managing clerks attending the common law judges' chambers, as a mark of their esteem for his uniform kindness to them during the very many years he had been clerk to Barons Parke and Bramwell." Mr. Giles, Mr. Parker, and other members of the committee were accorded a vote of thanks.

THE *Manchester Guardian* of Nov. 7 contained the following among a number of other advertisements:—

FOR Legal Advice at a vast saving in any matter of law apply to Mr. Medway, solicitor, 39, Tamewell-street, Great Ancoats, between 7 and 8.15 p.m.

### CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

POWERS OF COMMISSIONERS TO TAKE AFFIDAVITS IN THE IRISH COURTS.—I forwarded to my correspondent in Dublin a copy of Mr. Saxton's letter which appeared in the *LAW TIMES* of the 4th inst., and desired him to call the attention of the official who had to decide as to the validity of affidavits to be used in the Landed Estates Court to the authorities which Mr. Saxton cited. My correspondent informs me that the court has directed that affidavits sworn before a commissioner of the High Court of Judicature are to be received, and has sent me a form of jurat, which complies with the general orders and must be in the form prescribed. As this form may be of service to some of your readers, I subjoin it:

"Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 187, at \_\_\_\_\_, in the county of \_\_\_\_\_, the alterations and interlineations having been first made as intimated by me and I know the deponent. A. B.,  
A Commissioner to administer oaths for the High Court of Judicature in England."

Nov. 16, 1876. LEX.

[This form may satisfy the Landed Estates Court, but it is clearly incorrect, as there is no such court as "the High Court of Judicature."—ED. SOLS. DEPT.]

**TEN YEARS' MEN AND OTHER GRIEVANCES.**—I am one of those who think that the exclusion from articles of all who have not passed the Preliminary Examination would be a powerful "purifier" of our Profession, and only a reasonable precaution against underbred and under-learned solicitors, but as such exclusion could not be effected without an Act of Parliament, I would very briefly refer to another means of "purifying" ready to hand, and not dependent on the will of the Legislature. There is a considerable number of our brethren who do not deem it inconsistent with their duties to their profession to admit to articles useful writing and general clerks, whose premium they return in the shape of weekly wages, and thus retain the services of the clerk at no cost to themselves. Without saying anything invidious, it is indisputable that men so admitted do not and cannot make the stuff of which we wish to see the Profession composed, and until this practice is abandoned, although at the expense sometimes of economy and convenience, the "purifying" processes alluded to by your correspondents will be applied in vain. NIGEL.

[We quite agree with you.—ED. SOLS. DEPT.]

**SOLICITOR'S CLERK TO ANOTHER SOLICITOR.**—RIGHT TO ACT AS AN ADVOCATE.—In reply to the letter of "Articled Clerk" in the LAW TIMES of 21st ult., I think he must never have looked at the case that was quoted in "Subscriber's Clerk's" letter (7 Bar. Rep. p. 479), otherwise he would never have referred him to the case of Mr. Rogers, decided by the judge of Circuit No. 48, for that gentleman obtained a rule calling upon the judge to show cause why he (Mr. E.) should not be heard as the attorney for the plaintiff on the hearing, &c., and although the rule was discharged, yet three judges held "that there was nothing to prevent an attorney who was employed as clerk to another attorney from practising in a County Court, providing he was engaged generally as attorney in the cause." I am of opinion that "Subscriber's Clerk" should have been heard if he were acting *bona fide* in the action, notwithstanding that he might never have had the business if he had not been in the office of his employers. F. W.

[Your view is entirely in keeping with that expressed by us at the time.—ED. SOLS. DEPT.]

**MUNICIPAL OATHS.**—I see by the *Standard* that the Lord Mayor, on his appointment, made the declaration prescribed by 9 Geo. 4, c. 17, and the oath prescribed by 21 & 22 Vict. c. 48. In the country the mayor makes the declaration prescribed by 5 & 6 Wm. 4, c. 76, s. 50, and the oath of allegiance and judicial oath prescribed by the Promissory Oaths Act, 31 & 32 Vict. c. 72. How is it the practice is not uniform—why do not the Lord Mayor and provincial mayors make the same oaths and declarations? In construing the Municipal Corporation Acts are they to be construed liberally or strictly, and must all the members of the council present at a meeting vote, or may any be neutral or not vote at all? Z. Y.

**SUCCESSION DUTY.**—It appears to me that the proceeds arising from the sale mentioned would be liable to legacy not succession duty, that there would not be any charge upon the land, the trustee being bound to see the duty paid. See 4 Geo. 3, c. 28, ss. 4, 5. F. P.

**IMPROVEMENT IN FORM OF DEED OF CONVEYANCE, &c.**—Will you kindly permit me to ask the readers of the LAW TIMES whether, in their opinion, some alteration could not justly be made in the words employed to connect the introductory with the operative part of an indenture containing one recital, at least. The deed commences, "This indenture, made such a day, between certain parties. Then follow the recital and subsequently the testatum, beginning, "Now this indenture witnesseth." From the wording of an indenture which does not contain a recital, it will be seen that the first words, "This indenture," are intended to form the nominative to the verb "witnesseth," in the operative part. It appears, therefore, to be hardly grammatical for the nominative to be repeated before the verb in the testatum merely because a recital is introduced into the deed. A difference is made in the commencement of a deed-poll when it contains a recital, and, under similar circumstances, would it not be correct to vary the commencement of an indenture? I would suggest that the part preceding the recital should, in such a case, be considered as the heading of the deed; and if, on were to be substituted for the first word *this*, and on inserted in its proper place before the date, the different parts of the deed, if not more closely connected, would be complete in themselves. I am, Sir, very truly, Sir, your obedient servant, J. B. C.

we are indebted for the recent improvements in legal phraseology have perhaps deemed undeserving of notice. H. J. B.

[The query you raise has often occurred to us in practice, but looking at the tenacity with which conveyancers adhere to old forms and precedents, it is hopeless to expect any improvement; for instance, the declaration to bar dower, would, nine times out of ten, be omitted in a conveyance, if its operation were explained to the purchaser.—ED. SOLS. DEPT.]

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

15. **THE LICENSING ACTS.**—Have the justices power to grant a beer and wine license under the wine and beerhouse act, 1869 (not to be consumed on the premises), at one of the special sessions appointed for transferring licenses, &c.? And, if they refused, can they be compelled to do so, providing the applicant and the house are duly qualified as required by 32 & 33 Vict., c. 27, s. 8? A. J. C.

16. **LOST DOCUMENT.—SECONDARY EVIDENCE.**—An agreement in writing is lost. B., a party, gives secondary evidence of it, by relating its contents from memory. He proposes also to give in evidence, a stipulation contemporaneously but verbally agreed upon between the parties, and which is a variation of the lost written contract. As parole evidence of the written contract is once let in, can the evidence go further and include the verbal stipulation? Is it admissible on principle or on authority? When entries against interest are admitted other facts in the entry are also let in. Is there any analogy in principle? J. J.

17. **AFFILIATION ORDER.—COMPOSITION.**—An order is made on A. He pays the amount ordered per week, for a year. He then pays the mother a sum for the future support of the child, and she signs an agreement to support the child. The child becomes chargeable on the parish. Can the parish authorities compel A. to contribute to the support of the child? J. H. S.

18. **CHAPEL TRUST DEED.—ENROLMENT.**—Land (unbuilt upon) is to be leased to the trustees of a United Methodist Free Church, reserving a rent. The assignment contains a declaration that the land is held upon certain trusts contained in a model trust deed duly enrolled. Is it necessary to enrol the present assignment? J. H. S.

### Answers.

(Q. 1) **STAMPS.**—If "Ned" will refer to the Stamp Act 1870, sect. 57, he will find that a deed of appointment of new trustees is chargeable with a duty of 10s. Sect. 78 provides that no conveyance or transfer made for effectuating the appointment of new trustees is to be charged with any higher duty than 10s. From the wording of sect. 78 it seems to me that it only applies to a conveyance of trust property from old to new trustees, who have been already appointed by a separate deed, and that an appointment of new trustees containing a conveyance of the trust property should therefore be stamped with two 10s. stamps. This construction of the act is in accordance with the practice of the Chancery Division in the case of orders appointing new trustees, and vesting land or the right to sue for choses in action in them, made under the Trustee Relief Act, 1850. The registrars require these orders to be stamped with two stamps of 10s. each. A. L. L.

(Q. 9) **WILL.**—As the interest of C. and D. is a reversionary one in personal estate accruing under an instrument made after 31st Dec., 1837 (see 20 & 21 Vict. c. 57), the husbands will have to be made parties and the deed acknowledged in the manner required by 3 & 4 Will. IV. c. 74. H. L.

(Q. 13) **BANKRUPTCY.**—"Trustee" should read ss. 23 and 24, and sect. 125 ss. 7 of the Bankruptcy Act 1869. E. CLAYTON.

(Q. 194) **ISLE OF MAN.**—(1) There is a registry for deeds affecting land in the Isle of Man, the office is in Douglas, and the law of registration notice and kindred branches is much the same in the Isle of Man as it is in Eng. and. (2) There is no stamp duty on deeds affecting lands in the Isle of Man. (3) Manx deeds resemble as to their form English deeds, but the principles of conveyancing in the Isle of Man differ in some very material points from those recognised in England, for instance, in the Isle of Man there is no such statute as the English statute "De Donis Conditionalibus," and generally speaking a limitation in a deed or will which in Eng. and would give a fee tail will in the Isle of Man give a fee conditional at common law. (4) The rule in *Shelley's case* is not law in the Isle of Man. (5) The law of dower is very peculiar in the Isle of Man. (6) There is no Manx statute similar to the English "Statute of Uses," and all modifications of the beneficial interest in lands in the Isle of Man are trusts enforceable only in equity. (7) The tenure of the greatest bulk of the lands in the Isle of Man is not pure freehold but a species of customary freehold held by copy of court roll. The mines and minerals are in the lady of the manor. These with their results are a few of the material differences between the principles of English and Manx conveyancing. I shall be happy to answer any queries "A. B. C." may put to me privately. He can obtain my name and address from the editor of the LAW TIMES. A MANX ADVOCATE.

(Q. 11) **ORDER XXII, RULE 3.**—There can be no doubt this rule requires a defendant obtaining leave to defend under Order XVI., rule 1, to deliver his defence within 8 days from the order giving him such leave.

And this rule seems to apply where the master induces the summons "No order." If the defence is not delivered within 8 days, a judgment signed Order XXII., rule 3, would be quite regular. This has been already decided by the cases of *Atlas v. I.* (L. T., Jan. 15, 1876), and *The Margate Pier and Ice Company v. Perry* (L. T., Feb. 5, 1876), to which I should refer. W. H.

—It appears that the defendant must deliver his defence within 8 days after the order; otherwise plaintiff may sign judgment under Order XXII., rule 3. W. H.

(Q. 188) **INFANT'S CONTRACTS.**—R. Clayton finds if he reads the Act carefully that it enacts no action shall be brought whereby to charge person upon any ratification made after full age of a contract made during infancy. And the Act goes on to provide that even a new consideration in ratification makes no difference. In the face of sweeping words it would be interesting to know Mr. Clayton arrives at his conclusion that as I may now enter into a binding contract for the purchase of an estate. I quite agree that sect. 1 of the Act seems to be aimed at; A. contracts for repayment of money lent, B. for goods supplied, and C. as stated, but sect. 2, which I have set out above, evidently a much wider scope. W. H.

## LAW SOCIETIES.

### THE BREMEN CONGRESS OF THE ASSOCIATION.

#### FOR THE REFORM AND CODIFICATION OF LAW OF NATIONS.

(Continued from page 52.)

THE following paper upon "General Average and Maritime Insurance" was addressed to Congress by Mr. Schneider, as well as the papers forwarded to us by Mr. Griffith, one of the association:

It has long been the desire of merchants and insurers in all maritime countries to see the law of general average assimilated, because the contributions to general average are regulated by laws of the country where ship and cargo are, and are very often to be recovered in several countries.

The assimilation of the insurance laws is the same degree important, it being optional for insurers whether they will extend their assurance to foreign property and foreign countries; the similarity of the insurance laws is certainly very desirable; as it happens constantly the proprietors and insurers of property reside in different countries.

When the draft of law, of which I have the number of copies at the disposal of the President of this assembly, was originally prepared, I could not have had the faintest expectation that I should ever have an opportunity to submit it to so distinguished a conference as this present. I hope that its defects will be overruled if one or two points in it are found deserving consideration. I feel highly honoured to be admitted by the council of this association to some of the more important points on which the law appears to me desirable.

#### GENERAL AVERAGE.

##### 1. (Sect. 1). Expenses of Ships during detention by Governments and other superior Power.

By the laws of some countries these expenses are to be partitioned as general average. In opinion it is erroneous to assume that the detention of laden ships are always on one side. Very frequently, when the cargo is owing to forced detention, too late for the ship to have been calculated on at the time of departure, the owners of it are suffering greater loss than the owner of the ship is subject to. Insurance can be had against decline of value of the cargo, but the shipowner can insure himself against loss from every extraordinary detention. The party should therefore bear its own loss if ships are involuntarily delayed. The shipowner like every other trader, knows that, in particular circumstances, he may be involved in expense and should indemnify himself in the freight. Accidents he may be exposed to, or for the purpose of the insurance that protects him.

2. (Sect. 14). Expenses in a Port of distress. What has been said before applies equally to the port charges and the expenses for the maintenance of the crew when a ship is compelled to enter a port in order to repair part of the cargo, or to procure necessities for the crew. It is the owner's duty to keep his ship in condition to enable her to perform the duty. This duty, which the shipowner owes to the proprietors of the cargo, cannot be lessened by dangers to which these are exposed when neglected; it should be heightened in proportion to the imminence of the danger to them. The practice of dividing such expenses as general average practice alleviating the burden of the assured has undertaken to protect the shipowner from accidents, and throwing a part of it on the insurers who get no premium from the ship for it.



it is necessary to take the cargo out of the ship, in order to repair her, the expense of discharge and reloading the vessel should be borne by the owners of the cargo, whose property must not be the way of the shipowner who shall fulfil his duty. Such cases are comparatively rare; the larger part of cases do not involve the discharge of the cargo.

If the laws were altered, as I propose, the proprietors of cargo would be released from the pressing claims for contribution, which are unnecessary for the safety of the shipowner. The owners of ship and freight are justly liable for all expenses of this sort. General average would then be confined to voluntary sacrifices for the benefit of all concerned, which are only justification for them.

### 3. (Sect. 35). *Damage from Collision.*

It is particularly desirable that the laws on this point should be assimilated. In case of collision cannot be attributed either to one or to the other of the commanders of the colliding ships, it is natural that the loss or damage should lie on it falls. If the commander of one of the ships is to blame it is a matter of course that he and his ship alone is liable. When the commanders of both vessels are in fault they are not in position to make claims against each other. It is recognised by the German law, but that it is silent as to the claims of the proprietors of cargoes for damage from the collision. It appeared to me that these could lay hold of that commander only to whom they had entrusted their cargo; but after my draft of law was published I read somewhere that the German Supreme Court had decided the proprietors of cargoes could hold the ships of either commander liable for their losses. This is certainly high authority for me to contend against. I must mention why I took a different view. I thought the answer of the defendant commander, that the plaintiff's (proprietor of cargo) cargo ought not to have been in his way, was decisive, whether it applied to the owner of the ship or to the owner of the cargo, because both had been under the conduct of the commander, to whom they were entrusted, and who was as much liable as the defendant commander. It seemed to me no distinction could be made between the owners of the ship and cargo when they came against the opposite guilty commander. Cargo, as well as the ship, that got the worst was guilty of being in the place where the collision occurred. I concluded, therefore, that the proprietor of the cargo must stick to the commander to whose conduct he had confided his cargo.

Besides this, I thought, as a rule, the question should be between the insurers. If the insurer of the cargo that was miscarried triumphed over the insurer of the equally misconducted ship on opposite side, that did not seem to me to be correct. Both insurers stand in the place of guilty commanders, for whose misconduct they undertook for a premium to be responsible. They were permitted to throw off the loss on the other's shoulders it would give rise to a troublesome litigation and frequent detention of cargo that must be injurious to all parties interested in the voyages.

### MARITIME INSURANCE.

#### 4. (Sect. 25). *Insurance of Ships.*

The laws about the valuation of ships for insurance are rather indistinct. The insurable value of a ship is correctly her value at the commencement of the voyage, after deduction of usual wear and tear during such voyage. This wear and tear is refunded by the freight, and if not deducted from the value of the ship, should, in case of total loss, be paid twice, when ship and freight are insured.

The deduction that is to be made for wear and tear must depend on the materials of the ship, and the question for builders and commanders of ships should be settled for the guidance of shipowners and underwriters, at a certain percentage, for a period of a month or a year, and should be related for each voyage, in proportion to the wear that is usually required to perform it. It has been the custom of underwriters to deduct in cases one-third of the expense of repairs, as equivalent for wear and tear. That is a very satisfactory custom, as ships differ so much in age and quality. The deduction should vary with age and class of each ship, and might be related to the classifications of ships published by recognised societies, for the guidance of owners and merchants.

#### 5. (Sect. 64). *Insurance of Freight.*

Freight is a return, not only for the wear and tear of a ship, but also for the wages and maintenance of the crew, the portcharges, the insurance of the cargo, and the capital invested in the ship and outfit. If the wages and maintenance increased by any accident, that increase should be borne by the insurer of the freight. The practice, to make the insurer of the ship bear it, is inconsistent. An insurance of the ship should mean the substance of the ship and nothing else. To make the insurer of the ship answerable for the profit of the freight, when that decreases by accidental delay, is perfect confusion, particularly if the freight is separately insured. An insurance of freight can only mean the profit secured by the stipulation of the freight; consequently, all return that is comprised in the stipulated freight and saved, in case the ship is lost, is to be deducted from the amount payable by the insurer. For the same reason, the insurer of freight cannot complain of being made answerable for diminution, by accident, of the shipowner's profit, as he is paid premium for all ingredients of the freight.

6. (Sect. 67). *Insurance of Goods.*  
The present mode of calculating the amount to be paid by the insurer of goods, in case of damage, is to deduct the sale value of the damaged goods from the gross value, which they would have fetched in sound condition, and to proportion the difference to the insured amount, if that is lower than the sound gross value, adding the extraordinary expenses sustained on the damaged goods. If the insured amount is higher than the sound gross value, the actual difference only, between this and the sale value, is paid. This is not an exact indemnification of the proprietor of the goods, who is left to bear that proportion of damages which arises from the freight and ordinary expenses, payable at the place of destination. If the proprietor of the goods wants to cover himself against all loss, he must take a second insurance for the amount of the freight and ordinary charges, and if he does this he gets in all cases, except when the gross value tallies exactly with the insured amount of the goods and charges, something more than he actually loses, as is more fully explained in the motives to my draft. It seems to me it were simple and preferable if the insurer were, by one assurance, to place himself in the position of the insured, and to pay, in case of damage, the exact amount the latter loses, so far as he has assured him. The insurer must of course have an increased premium for such an insurance in comparison with present rates, and he would have to exercise greater circumspection in his business; but he would never pay more than the insured loses, and the assurance would then deserve the name of an assurance, that is, it would be an exact indemnification of the insured.

The present practice is also inconsistent in this respect, that instead of the insurer of the freight and charges, it is the insurer of the goods who is liable, if the said freight and charges are increased, when the original ship is disabled, and the goods must be forwarded by another ship, yet the difference between the calculation by the net and the gross values is nothing else than an increase of freight and charges in proportion to the reduced value arising from the deterioration of the goods.

7. (Sect. 69). *Insurance of imaginary Profit on Goods.*  
The laws on this subject vary much, and in some countries imaginary profit cannot be insured at all; there seems, however, to be no good reason why the insurance of imaginary profit should not be permitted, if the insurer is liable only for diminution of profit when the goods are damaged, or for loss of profit when the goods are lost, provided that the insured is bound to show the goods might have been sold at a profit had they arrived at the place of destination after the usual duration of the voyage. By the German law the insurer has, in case the goods are lost, to pay the whole amount of the assured imaginary profit, unless he does show that this amount exceeded the profit that could, according to mercantile notions, have been expected at the time of the contract. It seems to me it were safer for the insurer that the insured should prove by market reports and other documents, that the profit could have been obtained had the ship performed the voyage in the usual time. Mercantile notions at the time of shipment or contract of possible profit are too difficult to contest. The market might also have been high at the time of shipment, and might have declined when the ship should have arrived. The insurer would then, in case the goods were lost, be liable to pay the assured profit, although the goods might have been sold at a loss had they arrived.

8. (Sect. 71). *Insurance of bottomry Bonds.*  
The subject of bottomry bonds deserves the special attention of your association, because the loan is almost always made in one country and repaid in another. There is much diversity in the existing laws, and all of them are open to more or less objections. These are some of the principal points that seem to me to deserve the attention of gentlemen intent on the reform and codification of international laws. It would take up too much time to go into others. It would require the appointment of a special commission to investigate such

matters thoroughly, and to make propositions for general adoption. The association for the reform and codification of the law of nations, having members in all parts of the world, seems to me to be eminently fitted to undertake such a task.

## THE COURTS AND COURT PAPERS.

### APPELLATE JURISDICTION ACT 1876.

FORM OF APPEAL, METHOD OF PROCEDURE, AND STANDING ORDERS.

Applicable to all Appeals presented to the House of Lords on and after 1st Nov. 1876.

[Form of Appeal (Standing Order No. I.)] To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled:

The humble petition and appeal of A.

Your petitioner humbly prays that the matter of the order (or orders, or judgment, or interlocutor) set forth in the schedule hereto (a) (or, so far as therein stated to be appealed against) may be reviewed before her Majesty the Queen in her Court of Parliament, and that the said order (or, so far as aforesaid) may be reversed, varied, or altered, or that the petitioner may have such other relief (if specific relief be desired, it can be so stated in the prayer) in the premises as to her Majesty the Queen, in her Court of Parliament, may seem meet: and that (here name the respondents) may be required to lodge such printed cases as they may be advised, and the circumstances of the cause may require, in answer to this appeal; and that service of such order on the solicitors in the cause of the said respondents may be deemed good service.

[Standing Order, No. II. (Certificate of Counsel).] To be signed by two counsel.  
(Here insert schedule.)

### FORM OF SCHEDULE.

"From Her Majesty's Court of Appeal (England)."

"In a certain cause (or matter) wherein A. was plaintiff and B. was defendant.

"The order appealed from is in the words following, viz. (set forth order complained of), or, the order referred to in the above prayer is in the words following, the portion appealed from being printed in italics (set forth order, the portion complained of being printed in italics)."

We humbly conceive this to be a proper case to be heard before your lordships by way of appeal.

[Standing Order No. II.] To be signed by two counsel.

[Notice to Respondents.] I, clerk to Messrs. , of solicitors for the appellants within named, hereby certify that that on the day of , I served Messrs. , of solicitors for the within named respondents, with a correct copy of the foregoing appeal, and with a notice that on the day of , or as soon after as conveniently may be, the petition of appeal would be presented to the House of Lords on behalf of the appellant. (b)

### DIRECTIONS FOR AGENTS.

#### Method of Procedure.

[Presentation of the Appeal.—Order of Service, see Standing Order No. III.] In accordance with the foregoing notice, the appeal, printed on parchment (quarto size, in such form as will enable paper copies thereof to be hereafter bound up with the printed cases, is to be lodged in the Parliament office for presentation to the House, and (if the House be then sitting, or, if not, on the next ensuing meeting of the House) an order thereon for service on the respondents, or their solicitors, ordering the respondents to lodge cases in answer to the appeal, will be issued to the appellant's agent, such order, together with an affidavit of due service entered thereon, to be returned to the Parliament office within the period granted to the appellant for lodging his printed case under Standing Order No. V.

[Security for Costs.—see Standing Order, No. IV.] Each appellant, where there are more than one, is required to enter into the recognizance. The appellants are required to submit to the Clerk of the Parliaments within one week after the date of the presentation of the appeal (unless the sum of two hundred pounds, as required by the Standing Order, be paid to the Receiver of Fees to the Parliament office for receipt into the fee fund of the House of Lords) (c) the names of the sureties who propose entering into the

(a) The schedule must set out the title of the parties to the cause or matter; and the decrees, orders, judgments, or interlocutors appealed against, and where the appeal is not against the whole decree, the part appealed against must be defined.

(b) Not less than two clear days' notice to be given of the intention to present an appeal.

(c) All drafts and cheques to be made payable to "House of Lords Fee Fund," and to be crossed "Bank of England, Western Branch."



bond; and, in the event of a substitute being proposed to enter into the recognizance in lieu of the appellants, the name of such substitute. Two clear days' previous notice of the names so proposed (for bond and recognizance) is to be given to the solicitor or agent of the respondents, and at the time of submitting the said names to the Clerk of the Parliaments a certificate from the solicitor or agent of the appellants is to be lodged in the Parliament office, certifying his belief in the sufficiency of the sureties and substitutes so proposed. At the termination of one week from the lodgment of such certificate, the bond and recognizance are to be issued to the solicitor or agent of the appellants for execution before a commissioner appointed to administer oaths in the Supreme Court of Judicature in England, or a commissioner appointed to administer oaths in Chancery in Ireland, or before a justice of the peace in Scotland. The bond and the recognizance (whether entered into by the appellants or by a substitute) are to be returned to the Parliament office within one week from the date of the issue thereof to the solicitor or agent of the appellants.

The solicitors of those respondents who purpose lodging printed cases in answer to the appeal should attend at the Parliament office for the purpose of ascertaining the due execution of the recognizance and bond, and entering their names in the appearance book. (Notice of the meeting of the appeal committee is only sent to the solicitors of respondents who have thus signified their appearance in the cause.)

[Printed Cases and Appendix, and "setting down" Cause for Hearing—see Standing Order No. V.] In English appeals six weeks' time, and in Irish and Scotch appeals eight weeks' time, from the date of the presentation of the appeal, is granted to all parties to lodge printed cases and the appendices thereto. (a)

In appeals in which the parties are able to agree in their statement of the subject-matter, it is optional to lodge a joint case with reasons *pro* and *con*, following the practice heretofore in use in common law appeals on a special case.

[Appendix.] It is obligatory on the appellant, within the respective periods so limited as above, to lodge his printed cases, or the joint case before mentioned, and a printed appendix consisting of such documents, or parts thereof, used in evidence in the court below, as may be necessary for reference on the argument of the appeal.

It is the duty of the appellant, with as little delay as possible after the presentation of the appeal, to furnish to the respondent a list of the proposed documents, and in due course a proof copy of the appendix. The proof is to be examined with the original documents by the respective solicitors of the parties. Ten copies of the appendix, as soon as printed, to be delivered to the solicitor of the respondent. The respondent is allowed to print any additional documents, used in evidence in the court below, which may be necessary for the support of his case on the argument of the appeal, such documents to be pagged consecutively with the appendix. (The proof to be examined, as aforesaid, by the respective solicitors, and prints delivered to the solicitor of the appellant.)

The costs incurred in printing the appendix will, in the first instance, be borne by the appellant, and the costs of the additional documents by the respondent, but these costs will ultimately be subject to the decision of the House with regard to the costs of the appeal.

[Signature of Counsel to Case, see Standing Order No. V.] The case and appendix must be printed quarto size, with seven or eight letters in the margin for facilitating reference, and should be submitted in proof to the clerks in the judicial office. Forty copies of the case and appendix are required to be lodged in the Parliament office; and subsequently, on the lodgment of the respondent's case, ten bound copies, (see directions in the appendix hereto, as to binding printed cases.)

Where reference is made to a document printed in the appendix, the case must contain a marginal note of the page of the appendix containing such document.

There is no penalty on respondents who do not lodge their printed cases within the time limited by Standing Order No. V., but the respondents can only appear at the bar on a printed case.

As soon as the printed cases of all parties and the appendix thereto have been lodged, it is optional for either side to set down the cause for hearing, but it is obligatory on the appellant, upon the lodgment of his printed cases and the appendix, to set down the cause for hearing within the time limited by Standing Order No. V. (*ex parte* as to those respondents who have not already lodged printed cases, upon proof, by affidavit, of the due service of the before-mentioned "order of service" upon the respondents or their solicitors). A respondent who has lodged his

(a) Petitions for extension of time for the presentation of the case, do not prevent the Form of Petition see Appen

printed cases is at liberty to set down the cause for hearing on the first sitting day after the expiration of the time limited by the Standing Order for lodging printed cases.

The cause will then be ripe for hearing, and will take its position on the effective cause list.

#### STANDING ORDERS APPLICABLE TO ALL APPEALS PRESENTED TO THE HOUSE OF LORDS ON OR AFTER THE 1ST DAY ON NOV. 1876.

##### STANDING ORDER I.

[Time limited for presenting Appeals.] Ordered, that, except where otherwise provided by statute, no petition of appeal be received by this House unless the same be lodged in the Parliament office for presentation to the House within one year from the date of the last decree, order, judgment, or interlocutor appealed from.

[Applicable to all Decrees, &c., pronounced on and after the 1st day of November 1876.] In cases in which the person entitled to appeal be within the age of one and twenty years, or covert, non compos mentis, imprisoned, or out of Great Britain and Ireland, such person may be at liberty to present his appeal to the House, provided that the same be lodged in the Parliament office within one year next after full age, discovery, coming of sound mind, enlargement out of prison, or coming into Great Britain or Ireland. But in no case shall any person or persons be allowed a longer time, on account of mere absence, to present an appeal, than five years from the date of the last decree, order, judgment, or interlocutor appealed against.

##### STANDING ORDER II.

[Appeals to be signed and certified by counsel.] Ordered, that all petitions of appeal be signed, and the reasonableness thereof certified, by two counsel who shall have attended as counsel in the court below, or shall purpose attending as counsel at the hearing in this House.

##### STANDING ORDER III.

["Order of service."] Ordered, that the "order of service," issued upon the presentation of an appeal for service on the respondent or his solicitor, be returned to the Parliament office, together with an affidavit of due service entered thereon, within the time limited for the appellant to lodge his printed cases unless within that period all the respondents shall have lodged their printed cases; in default, the appeal to stand dismissed.

##### STANDING ORDER IV.

[Recognizance.] Ordered, in all appeals that the appellant or appellants do give security to the clerk of the Parliaments by recognizance to be entered into, in person or by substitute, to the Queen of the penalty of five hundred pounds, conditioned to pay to the respondent or respondents all such costs as may be ordered to be paid by the House in the matter of the appeal; and further, that the appellant or appellants do procure two sufficient sureties to the satisfaction of the clerk of the Parliaments, to enter into a joint and several bond to the amount of two hundred pounds, or do pay into the account of the fee fund of the House of Lords the sum of two hundred pounds; such bond, or such sum of two hundred pounds, to be subject to the order of the House with regard to the costs of the appeal: Ordered, that within one week after the presentation of the appeal the appellant or appellants do pay into the account of the fee fund of the House of Lords the said sum of two hundred pounds, or submit to the clerk of the Parliaments the names of the sureties proposed to enter into the said bond; and, in the event of a substitute being proposed to enter into the said recognizance, the name of such substitute; two clear days' previous notice of the names so proposed for bond and recognizance, to be given to the solicitor or agent of the respondent: Ordered, that the said bond and the recognizance (whether entered into by the appellants or by a substitute) be returned to the Parliament office, duly executed, within one week from the date of the issue thereof to the solicitor or agent of the appellant or appellants. On default by the appellant or appellants in complying with the above conditions, the appeal to stand dismissed.

##### STANDING ORDER V.

1. [Printed cases, time limited for lodging, and for setting down the cause for hearing.] Ordered, that in English appeals the printed cases and the appendix thereto be lodged in the Parliament office within six weeks from the date of the presentation of the appeal to the House; in Scotch and Irish appeals, within eight weeks; and the appeal set down for hearing on the first sitting day after the expiration of those respective periods (or as soon before, at the option of either party, as all the printed cases and the appendix shall have been lodged): on default by the appellant the appeal to stand dismissed.

2. [Scotch appeals.] Ordered, that in all appeals from Scotland the appellant alone, in his printed case or in the appendix thereto, shall lay

before this House a printed copy of authenticated by the Lord Ordine with a supplement containing an account argument or statement of other further steps which have been taken since the record was completed, and also copies of the interlocutors or interlocutors complained of: and each party their cases lay before the House a case presented by them respectively of Session, if any such case was pre with a short summary of any addition upon which he means to insist: shall have been no case presented to Session, then each party shall set case the reasons upon which he found ment, as shortly and succinctly as possible.

3. [Printed cases to be signed.] Ordered, that all printed cases be signed more counsel, who shall have attended in the court below, or shall purpose counsel at the hearing in this House.

##### STANDING ORDER VI.

[Cross appeals.] Ordered, that appeals be presented to the House with allowed by Standing Order No. V cases in the original appeal.

##### STANDING ORDER VII.

[Expiry of time during recess.] (regard to appeals in which the period dating from the presentation of the Standing Orders Nos. III., IV., V expire during the recess of the House periods be extended to the third sitting next ensuing meeting of the House.)

##### STANDING ORDER VIII.

[Supplemental cases to be deliv appeals are revived or parties added that where any party or parties to a die pending the same, subsequently cases having been lodged, and the a revived against his or her representatives as the person or persons the place of the person or persons aforesaid, a supplemental case shall the party or parties so reviving the tively, stating the order or orders made by the House in such case.

The like rule shall be observed by and respondent respectively, where persons, party or parties in the court been omitted to be made a party or appeal before this House, and shall the House, upon petition or otherwise as a party or parties to the said the printed cases in such appeal shall lodged.

##### STANDING ORDER IX.

[Scotch Appeals.—Certificate of le ence of opinion to be signed by counsel.] Ordered, that when any petition of be presented to this House from any judgment of either division of the Session in Scotland, the counsel w the said petition, or two of the co party or parties in the court below, certificate or declaration, stating eith was given by that division of the nouncing such interlocutory judg appellant or appellants to present of appeal, or that there was a differ amongst the judges of the said divis ing such interlocutory judgment.

##### STANDING ORDER X.

[Taxation of costs.] Ordered, that in which this House shall make a payment of costs by any party or p cause without specifying the amount the Parliaments or Clerk Assistant the application of either party, appo son as he shall think fit to tax such person so appointed may tax and amount thereof, and shall report the Clerk of the Parliaments or Clerk and it is further ordered, that the s be demanded from and paid by the p for such taxation for and in respect now or shall be fixed by any resol House concerning such fees; and th so appointed to tax such costs may, fit, either add or deduct the whole such fees at the foot of his report: of the Parliaments or Clerk Assistant certificate of such costs, expressing so reported to him as aforesaid; an in money certified by him in such be the sum to be demanded and paid virtue of such order as aforesaid fo costs.

##### APPENDIX A.

(Certificate of Sufficiency of Sur Lodged in the Parliament office on of 18 . In the House of Lords. "A. and others v. B. and oti In compliance with Standing Ord

nit the names of (full name) of (address) name) of (address) {as fit and proper } or, as a fit and } to enter into the { bond } thereby required: and I (we) certify in belief, that the said (full name) and the name) {are each } worth upwards of over and above {his } just debts. Certificate may be signed by the country or agent of the appellants. certify that a copy of the above certificate clear days' notice of the intention to same in the Parliament office has been a the solicitors or agents of the respondents signed by the London solicitor or agent pellants.

## APPENDIX B.

is for binding printed Cases for the use of the Law Lords. copies bound in purple cloth; two of the interleaved, as regards the cases only. rt title of cause on the back. al on side, stating short title of cause and of the volume, thus:

1— and others v. B— and others." inted copy of the appeal. pellants' case. spondent B.'s case. spondent C.'s case. pendix.

volume to be indented, and the names of es written on the indentations to their s cases.

rences to the reports of the cause in the low, or the words "Not reported," to be n the fly sheet.

bound copies to be lodged immediately respondent's cases are delivered in.

ents are requested to use their discretion size of the volume, arrangement of the d appendix. In dealing with bulky cases, s found advisable to bind the appendix arate volume, and also to divide the ap- and respondents' cases into separate

e duty of the appellants' agent to carry directions.

## APPENDIX C.

for extension of Time to lodge Cases, &c.) engrossed on foolscap paper, and (unless respondent's agent be obtained) a copy, clear days' notice of intention to present, on to respondent's agent).

House of Lords. (Insert short title of

Right Honourable the Lords Spiritual poral in Parliament assembled: umber petition of the appellant h. That your petitioner presented of appeal on the day of com- of (insert dates of orders or interlocutors ed of).

be time allowed by Standing Order No. V. aded by your Lordships' order of the te) for the appellant to lodge his printed i the appendix, will expire on the (state

our petitioner (set forth cause of

etitioner therefore humbly prays r Lordships will be pleased to grant him a time required) further time to lodge his ases, and the appendix, and set down e for hearing. And your petitioner will

Agents for the appellant. sent to the prayer of the above petition. Agents for the respondent.

## ASHIRE WINTER ASSIZES, 1876.

for trial at Liverpool can be entered ally at the office of the prothonotary and 13, Harrington-street Liverpool, on and Tuesday, the 4th and 5th Dec., fice hours.

try of causes at Manchester and Liver- ectively will commence at the Assize Manchester, and St. George's Hall, Liver- mediately after the opening of the com- and will close at nine o'clock on the f the commission day.

usiness at Manchester will not be taken nesday, the 28th Nov., at ten o'clock in oon. The court will sit at Liverpool on y, the 7th Dec., at eleven o'clock in the

ial of special jury causes will commence uester on Thursday, the 30th Nov., at ten e forenoon, and at Liverpool on Mon-

day, the 11th Dec. at the same hour, unless the court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the corridor of the court and in the library. By order of the judges,

T. E. PAGET.

Prothonotary's Office, Liverpool.  
16th Nov. 1876.

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

MICHAELMAS SITTINGS, 1876.

Notes of Registrars in Attendance.

		Court of Appeals.	Master of the Rolls.
Saturday, Nov. 25	.....	Leach	Latham
Monday	.....	Merivale	King
Tuesday	.....	Latham	Farrer
Wednesday	.....	Milne	King
Thursday	.....	Latham	Farrer
Friday	.....	Merivale	Farrer
Saturday	.....	Milne	King
Saturday, Nov. 25	.....	V.C. Malins.	V.C. Bacon.
Monday	.....	Holdship	Ward
Tuesday	.....	Teesdale	Clowes
Wednesday	.....	Holdship	Leach
Thursday	.....	Teesdale	Clowes
Friday	.....	Holdship	Leach
Saturday	.....	Teesdale	Clowes

		V.C. Hall.	Certificates of Sale and Transfer.
Saturday, Nov. 25	.....	Holdship	Farrer
Monday	.....	Ward	Teesdale
Tuesday	.....	Pemberton	Holdship
Wednesday	.....	Ward	Farrer
Thursday	.....	Pemberton	Merivale
Friday	.....	Ward	Milne
Saturday	.....	Pemberton	Latham

The Christmas Vacation will commence on Dec. 24, and terminate on Jan. 6, both days inclusive.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES is contributed by EDWARD WALTON, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

## SIR W. EMERSON-TENNENT, BART.

THE late Sir William W. Emerson-Tennent, Bart., barrister-at-law, of Tempo Manor, in the county of Fermanagh, who died on the 15th inst., in the forty-second year of his age, was the only son of the late Sir James Emerson-Tennent, Bart., of Tempo Manor, who was formerly secretary to the India Board, subsequently secretary to the Colonial Government of Ceylon, and afterwards secretary to the Poor Law Board and to the Board of Trade; his mother was Letitia, daughter of William Tennent, Esq., of Tempo Manor (whose name his father assumed by royal licence), and he was born in the year 1835. He was educated at Rugby, and was called to the Bar by the honourable society of the Inner Temple in Hilary Term 1859, but did not care to practise. He succeeded to the title as second baronet on the death of his father in 1869. Sir William Emerson-Tennent was a magistrate and deputy-lieutenant for county Fermanagh, for which he served as high sheriff in 1873. He married, in 1870, Sarah, third daughter of Thomas Armstrong, Esq., of Eden Hall, county Armagh, by whom he has left two daughters. The baronetcy, which was created in 1867, is presumed to have become extinct.

## F. F. PINDER, ESQ.

THE late Francis Ford Pinder, Esq., barrister-at-law, of Brookfield, Bath, Somerset, who died at 129, Mount-street, Grosvenor-square, on the 3rd inst., in the fifty-fourth year of his age, was the eldest son of the late William Maynard Pinder, Esq., of Brookfield, by Anne, fifth daughter of Edward Applewhite, Esq., barrister-at-law. He was born at Hotterhall, in the Island of Barbados, in the year 1822, and was educated at Winchester, under Dr. Moberly. He proceeded to Trinity College, Cambridge, as a pupil to the Rev. T. G. Kennedy, who had a high opinion of his classical scholarship. Having graduated in 1844, he at once became a student of the Inner Temple, and was called to the Bar in Michaelmas Term, 1857. Entering on the profession of law without interest, with little ambition, and a singular diffidence of his high abilities, he gradually won his way by clearness of head, untiring industry, soundness of legal knowledge, and conscientious discharge of all business, to a very high position as a junior on the Western Circuit. He held for some years the office of revising barrister, which he relinquished on being appointed by Lord Coleridge counsel to the Inland Revenue. He was on the eve of taking silk on the promotion of Mr. Lopes to the Bench, when he was out off in the midst of a successful and widening career, beloved by the few who knew him well, esteemed by all who possessed in any degree his acquaintance. The remains of the deceased gentleman were interred in the cemetery, at Weston, near Bath.

## THE GAZETTES.

## Professional Partnerships Dissolved.

Gazette, Nov. 10.

GRESHAM, WILLIAM, and GRESHAM, THOMAS, solicitors and attorneys, Bevington-st. Oct. 30  
HANDLEY, SAM. WALKDEN, solicitors and conveyancers, Mansfield (John James Handley and George Walkden). Deceased by Handley. Jan. 1

## Bankrupts.

Gazette, Nov. 17.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.  
BAYLIS, CHARLES, solicitor, Poultry. Pet. Nov. 14. Reg. Har. 11th. Sols. Minet Smith, Son, and Co., New Broad-st. Sur. Nov. 29  
FRENCH, THOMAS, boot and shoe manufacturer, Barnet-grove, Betham-green-rd. Pet. Nov. 16. Reg. Popsy. Sol. Montague, Bucklersbury. Sur. Dec. 6  
MAIDSTONE, VISCOUNT, Victoria-st. Westminster. Pet. Nov. 15. Reg. Spring-Rice. Sols. Dod and Co., Brompton-st. Oxford-st. Sur. Nov. 28  
PHILLIPS, JOHN, forwarding agent, St. Mary-at-Hill, and Chiswell-st. Pet. Nov. 15. Reg. Spring-Rice. Sol. Curtis, King-st. Cheapside. Sur. Nov. 28  
PRESTON, CHARLES, solicitor, East India-avenue, Leadenhall-st. Pet. Nov. 16. Reg. Popsy. Sur. Dec. 6  
BERRY, HENRY, jun., grocer and tea dealer, Holloway-rd. Pet. Nov. 15. Reg. Spring-Rice. Sol. Sharman, Little Tower-st. Sur. Nov. 28  
To surrender in the County.  
BOWEN, JOHN BEANLAND, timber merchant, Bradford. Pet. Nov. 14. Reg. Robinson. Sur. Dec. 1  
CLAYTON, THOMAS WATERHOUSE, farmer, Cornborough. Pet. Nov. 6. Reg. Woodall. Sur. Nov. 29  
DEACON, MATTHEW, grocer and provision dealer, Brandon. Pet. Nov. 13. Reg. Marshall. Sur. Nov. 28  
DUNN, FREDERICK WILLIAM CONSTANTINE, commission agent, Eastbourne. Pet. Nov. 13. Reg. Blaker. Sur. Dec. 1  
FULLER, CHARLES, grocer and provision dealer, Askam-in-Furness. Pet. Nov. 14. Reg. Postlethwaite. Sur. Dec. 1  
GRAY, EDWARD, innkeeper, Cambridge. Pet. Nov. 15. Reg. Eades. Sur. Nov. 29  
GOODFELLOW, WILLIAM RICHARD, surgeon and apothecary, Roche. Pet. Nov. 14. Reg. Chilcott. Sur. Nov. 29  
POCHIN, GEORGE, wheelwright, Cosby. Pet. Nov. 15. Reg. Ingram. Sur. Nov. 28  
TUTMAN, ALFRED, jeweller and boot rivet manufacturer, Birmingham. Pet. Nov. 1. Reg. Parry. Sur. Nov. 30

Gazette, Nov. 21.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.  
WRIGHT, A. D., Union-st. Old Broad-st. Pet. Nov. 17. Reg. Keene. Sur. Dec. 4  
To surrender in the County.  
CHURCH, WILLIAM, silk mercer, Nantwich. Pet. Nov. 15. Dep. Reg. Speakman. Sur. Dec. 7  
COTTERILL, GEORGE THOMAS, waterman pilot, Milton-next-Gravesend. Pet. Nov. 16. Reg. Hayward. Sur. Dec. 11  
HINDS, JOHN, coal merchant, West Cross, near Swansea. Pet. Nov. 16. Reg. Jones. Sur. Dec. 2  
HORNE, FREDERICK, straw hat and bonnet manufacturer, Luton. Pet. Nov. 16. Reg. Cooke. Sur. Dec. 2  
JACKSON, WILLIAM, carpenter, Walsall. Pet. Nov. 16. Reg. Clarke. Sur. Dec. 4  
JOHN, ERNEST, late an officer in Her Majesty's army, Bishopstoke. Pet. Nov. 15. Reg. Godwin. Sur. Dec. 4  
MORGAN, JOHN, master mariner, Penclawdd. Pet. July 28. Reg. Jones. Sur. Dec. 2  
RIGHT, JAMES, chemist, Liverpool. Pet. Nov. 17. Reg. Bellringer. Sur. Dec. 4  
SWETE, HENRY JOHN BEAUMONT, gentleman, Babblecombe. Pet. Nov. 16. Reg. Daw. Sur. Dec. 7  
THORN, RICHARD, draper, Plymouth. Pet. Nov. 16. Reg. Edmonds. Sur. Dec. 2

## Liquidations by Arrangement.

## FIRST MEETINGS.

Gazette, Nov. 17.

BABBAGE, SAMUEL WILLIAM, butcher, Canterbury-cottages, Lower-rd. Islington. Pet. Nov. 14. Dec. 1, at two, at offices of Sol. Attenborough, St. Paul's-churchyard  
BARNARD, FULKE LANCELOT WADE, accountant, Bristol. Pet. Nov. 13. Nov. 28, at two, at offices of Sols. Fassel, Pritchard, and Swann, Bristol  
BARROW, ROBERT WILLIAM, carpenter, Bristol. Pet. Nov. 15. Nov. 25, at eleven, at offices of Sol. Essery, Bristol  
BENSON, WILLIAM WILKINSON, tobacconist, Newington, par. Kireella. Pet. Nov. 11. Nov. 24, at three, at offices of T. Brown, accountant, Chancery-lodge, Manor-cd. Hall. Sol. Jackson  
BINGHAM, GEORGE JOHN, dyer, Dryolsden. Pet. Nov. 15. Dec. 1, at three, at office of Sol. Law, Manchester  
BRADFORD, HENRY, builder, Cannock. Pet. Nov. 13. Nov. 29, at two, at office of Sol. Gover, Walsall  
BROWN, GEORGE JOHN, timber merchant, Blackburn. Pet. Nov. 14. Nov. 30, at two, at offices of Sol. Hall, Blackburn  
BURROWS, ROBERT HARWOOD, auctioneer, Loughborough. Pet. Nov. 15. Nov. 29, at twelve, at the King's Head hotel, Loughborough. Sol. G. G. Lowe, Loughborough  
CLARK, JOSEPH, pawnbroker, Leeds. Pet. Nov. 13. Nov. 29, at twelve, at offices of Sols. Newstead and Wilson, Leeds  
CLARKSON, CHARLES, grocer, Pendlebury. Pet. Nov. 14. Dec. 4, at three, at offices of Sol. Horner, Manchester  
COLLET, JOSEPH, butcher, Burdett-rd. Mile End. Pet. Nov. 14. Nov. 30, at three, at offices of Sol. Freeman, Bedford-row  
COWHAM, JOSEPH HENRY, flour dealer, Wolverhampton. Pet. Nov. 13. Nov. 30, at eleven, at offices of Sols. Stratton and Redland, Wolverhampton  
CRABTREE, MARY, china dealer, Bradford. Pet. Nov. 10. Nov. 30, at half-past three, at office of Sol. Nell, Bradford  
CROOK, GEORGE, gardener, Margam. Pet. Nov. 13. Dec. 5, at three, at offices of Sols. Tennant and Jones, Aberavon  
DEAKIN, DAVID PROWETT, lithographer, Birmingham. Pet. Nov. 13. Nov. 29, at twelve, at offices of Sol. Fallows, Birmingham  
DEWS, PHILIP, woollen manufacturer, Horbury and Dewsbury. Pet. Nov. 15. Nov. 30, at three, at offices of Sol. Barton, Wakefield  
DICKINSON, FREDERICK, common brewer, Selby. Pet. Nov. 11. Dec. 4, at twelve, at the Lonsdale-borough Arms hotel, Selby. Sols. Weddall and Parker, Selby  
DYKE, JAMES HENRY, jeweller, Birmingham. Pet. Nov. 11. Nov. 28, at three, at offices of Sol. Beaton, Birmingham  
EATON, GEORGE, farmer, Danish-Booth Farm, near Rochdale. Pet. Nov. 13. Nov. 29, at three, at the King's Arms hotel, York-shire-st. Oldham. Sol. Ashworth, Rochdale  
EDDERSHAW, FRANCIS CLEMENT, bookseller, Swansea. Pet. Nov. 13. Nov. 27, at three, at offices of Sols. Smith, Lewis, and Jones, Swansea  
FOSTER, WILLIAM JAMES, merchant's clerk, Woodford. Pet. Nov. 13. Nov. 30, at ten, at offices of Sols. Messrs. Fisher Leicester-sq  
GALES, WILLIAM HENRY, sailmaker, Emmott-st. Poplar. Pet. Nov. 13. Dec. 4, at two, at offices of Sols. Messrs. Hilbery Cratched-friars  
GOODMAN, THOMAS, bootseller, Landport. Pet. Nov. 14. Nov. 30, at half-past two, at the Chamber of Commerce, 145, Cheapside, London. Sol. King, Portsea  
GOTTLIFFE, ISAAC, sailor, Leeds. Pet. Nov. 15. Nov. 30, at three, at offices of Sol. Billington, Leeds  
GREENWOOD, BENJAMIN, woollapier, Bradford. Pet. Nov. 14. Nov. 28, at three, at offices of Sol. Rawson, George, and Wade, Bradford  
GRIFFIN, JOSEPH, greengrocer, Birkenhead. Pet. Nov. 14. Nov. 30, at two, at offices of Thompson and Stumm, accountants, Birkenhead  
GUNDY, EDWARD, late licensed victualler, Southampton. Pet. Nov. 13. Nov. 30, at two, at office of Sol. Kilby, Southampton  
HALL, DAVID, gardener, Alma-lodge, Alma-rd, Bournemouth. Pet. Nov. 3. Nov. 25, at three, at 10, Bangor-ter, Langdale-rd. Peckham  
HALLIDAY, JOHN, general dealer Scarborough. Pet. Nov. 10. Nov. 27, at ten, at 20, Manor row, Bradford  
HARRISON, JOHN, saddler, Macleodfield. Pet. Nov. 14. Nov. 30, at seven, at offices of Sols. Messrs. Bannock, Bannock

[illegible]

## To Readers and Correspondents.

certainly not.

on our space necessitates our holding over much matter till our next

as communications are invariably rejected.

unications must be authenticated by the name and address of the writer

nearby for publication, but as a guarantee of good faith.

unications intended for the EDITOR (SOLICITORS' DEPARTMENT) should

dressed.

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(Edited by a Solicitor).

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Court Judge on a question of fact on the ground that it was  
against the weight of the evidence. The Court said that, as of  
old, appeals must be confined to matters of law.

OWNERS of property in the metropolis will do well to take note of  
the important case of *Scott v. Legg* (35 L. T. Rep. N. S. 487), which  
we report this week. The question arose upon the construction  
of ss. 9, 27, and 28 of the Metropolitan Building Act 1855 (18 &  
19 Vict. c. 122). By the 27th section any warehouse containing  
more than 216,000 cubic feet must be divided by party walls, in  
such manner that no part contains a greater cubic measurement.  
By the 9th section any addition to an old building is, to the extent  
of such addition, to be subject to the regulations of the Act, which,  
according to the usual practice of legislation in dealing with  
vested interests, does not apply to "old buildings." By the 28th  
section it is provided that no buildings shall be united if when so  
united they shall be in contravention of the Act. The appellant  
having an old building, containing more than 216,000 cubic feet,  
added a new building to it, containing less than 216,000 feet,  
without any party walls between them. The court, in a written  
judgment, pronounced the statute applied to the case. The deci-  
sion appears to be not only correct in principle, but also to be  
borne out by the earlier authority of *Ashby v. Woodthorp* (33 L. J.  
68, M. C.); but looking to the importance of it, we are glad to  
observe that leave was given to appeal.

THE *World* newspaper is unable to understand why Mr. LEWIS,  
having failed to make absolute his rule for a criminal information,  
was nevertheless relieved by the court from the payment of costs.  
Our contemporary, considers that by the order to pay its own  
costs it is punished by the court for having sinned against  
what the LORD CHIEF JUSTICE called good taste in journalism.  
If the writer of this complaint knew a little more of  
legal procedure he would be aware that in the Chancery  
Division actions are from time to time dismissed without  
costs because there is some equity in the case which would  
make it unjust that the defendant should recover costs against  
the plaintiff. That is to say, although the plaintiff cannot get  
relief which he seeks by legal proceedings, there are circum-  
stances disentitling the defendant to reap all the fruit of a suc-  
cessful resistance. Every one of such defendants, and they have  
been many, would be entitled to complain in the same way as the  
*World*, but fortunately they have not in their hands so ready a  
means of making themselves heard. We shall probably find that  
the course so often taken hitherto in Lincoln's Inn will, under the  
new procedure, be as frequently adopted at Westminster; and  
when the Legislature sees fit to arm judges with discretionary  
power over the costs of proceedings in their courts, it is idle for  
persons involved to complain that the power is exercised. A  
criminal information for libel is, of all others, a case in which the  
court will look very closely into the conduct of a newspaper in  
determining whether a successful resistance should carry with it  
the costs incurred. The course taken by the LORD CHIEF JUSTICE  
was thoroughly within ancient precedent, and, in our opinion, was  
a very proper exercise of judicial discretion.

It will take a considerable time to completely settle the meaning of  
the 19th section of the Judicature Act, and its effect upon the right  
of appeal in criminal cases, notwithstanding the plain direction of the  
47th section of the same Act that "no appeal shall lie to the  
Court of Appeal in any criminal cause or matter." In *Reg. v. Steel*  
(not yet reported) it was decided that no appeal lies in a criminal  
information. But in the judgments in that case the court did not  
define the meaning of the expression "criminal cause or matter;"  
and in *Reg. v. Fletcher*, decided 24th Nov., what the *Times* calls  
"another attempt to establish an appeal in Crown cases" was  
made with respect to a summary conviction removed by *certiorari*.  
It was urged for the defendant that the case was practically a  
civil one, although the Crown was prosecutor, and the supposed  
analogy of *quo warranto*, in which an appeal had already been  
entertained, in *Reg. v. Collins* (not yet reported) was much  
pressed. But the court was unanimous in rejecting the appeal.  
Lord Justice MELLISH seems rather to have rested his judgment  
on the policy of criminal appeal than on the words of the statute.  
"The effect of establishing an appeal in such cases," observed that  
learned judge, "will be an enormous increase of litigation. I  
should be very sorry if an appeal in such cases lay to this court,  
for if it does it would lie to the House of Lords; and if it would  
lie for the party when he has been convicted, it would lie equally for  
the prosecution if he is acquitted." The other two judges (BRETT and  
AMPLETT, J.J.A.), appear to have rested their judgments more upon  
the plain words of the statute, although they both concurred in the  
opinion of Lord Justice MELLISH as to the policy of the law. We  
see no reason to question the correctness of the decision, which is  
a very important one. But it is desirable to call attention to the  
fact that the extent of the appeal given by the 19th section of the  
Judicature Act is not quite settled by the judgment. "The view we  
take," observed Lord Justice MELLISH, "does not exclude appeals  
in all Crown Cases, for some Crown Cases are of a civil character."

## The Law and the Lawyers.

on Our Judicial System, from the pen of Mr. FINLASON,  
press, and may be expected in a few days. We believe it  
in an exhaustive manner and a critical spirit with recent  
n and the working of our judicial machinery.

isional Court of Appeal has decided that the County  
ct of 1875 gives no new right of appeal. This decision  
ted by an attempt to reverse the finding of a County  
LXII.—No. 1757.



A list of all Crown cases of a civil character would be very acceptable. Prohibition and *mandamus* would doubtless come within that list, though looking to the piecemeal manner in which the 19th section is construed, perhaps even these points may be contested, and furnish work for law reporters. But what of *habeas corpus*? Of all cases this is the most important. But Lord Justice MELLISH observes in *Reg. v. Fletcher*, "On an application for a writ of *habeas corpus*, it is the privilege of the subject to apply to every court in Westminster Hall in succession, because it involves personal liberty; but could the applicant also appeal to this court and the House of Lords on each refusal of an application?" The question is asked as if the answer "No" were expected; but, with all deference to Lord Justice MELLISH, we ourselves should rather be inclined to answer "Yes."

We are glad to see that the remarks upon the judgment of the Chief Judge in *Ex parte Caldecott, re Moplebank* (35 L. T. Rep. N. S. 172), which appeared recently in an article in the LAW TIMES (Oct. 14, p. 393), are supported by the judgment of the Court of Appeal, delivered on Thursday last. In this case it will be recollected that a trader, being indebted at the time to one of his creditors in the amount of £100, forged that creditor's name to a bill for another £100 for the purpose of meeting a debt. Having done so, and being unable to meet the bill when it became due, he told the creditor whose name he had forged what he had done, and at the same time offered to give a bill of sale over his property, provided the creditor would furnish money to meet the bill. The creditor did so, and the security was given. The CHIEF JUDGE upset the decision of the County Court Judge before whom the case originally came, and declared that the bill of sale under the circumstances was given in consideration of the compounding of a felony. "I thought," observed the CHIEF JUDGE, "it was the duty of every citizen of these realms, if a crime were committed against him, to prosecute the offender. This is a *prima facie* duty. I thought it was unlawful for him to sell that duty, or make any bargain about it. In this case it has been most abundantly established that that has been done, and I repeat that to sell that duty is unlawful, and an offence against public policy." In dealing with these observations of his Lordship, we ventured to submit that not one of the authorities quoted in the arguments or judgment was conclusive upon the question raised; that in *Ex parte Caldecott* there was no evidence of a compounding of a felony. The Court of Appeal has so decided; the order of the CHIEF JUDGE was discharged with costs. We have before us merely a brief note of the judgment of that court. When the judgment is fully reported it cannot fail to afford a useful illustration of this branch of law.

In the European Assurance Arbitration Mr. REILLY has decided a question of novation, where the policyholder has done nothing more than pay his premiums to the transferee company, and accept that company's receipts. Usually the question has been more or less affected by something extraneous, as, for example, by a circular informing the policyholder of the amalgamation, and holding out inducements to him to accept the arrangement. But it has now been determined in *Barton's* case that the mere payment of premiums and acceptance of receipts do not of themselves constitute a novation. When this question comes on before the Court of Appeal an opportunity will be afforded for the enunciation of the principles on which the doctrine of novation should be founded. In the same case the arbitrator laid down the distinction between an "amalgamation" and the transfer of a business by one company to another. To make an arrangement amount to an amalgamation there must be, he thought, some dealing with the share capital—at the very least the admission, or intended or proffered admission, of members of the one company into membership of the other company. In the case of the arrangement between the British Nation Association and the European Assurance Society, there was an intended or proffered admission of all the shareholders of the former company into membership of the latter. Moreover, both companies had treated the arrangement as an amalgamation. It seemed, therefore, to Mr. REILLY that there had been an effectual amalgamation of the two companies in accordance with the British Nation's deed of settlement. This amalgamation, however, did not defeat Mr. BARTON'S claim against his original company, the British Nation; for there had been no formal or attempted dissolution of the British Nation, and the amalgamation did not of itself effect a dissolution. The policyholder, consequently, is still able to claim against the unpaid share capital of the British Nation.

THE views adopted by the House of Lords in the much-discussed case of *Butcher v. Stead*, were referred to a few days ago in a case before the Court of Appeal (*Ex parte Tate*) as an authority in determining another question in the law of fraudulent preference, which brings out more clearly the position of trustees as opposed to those of favoured creditors. A miller, continuing business, became bankrupt on 8th May 1875. He had previously he and his father had been appoin

maternal uncle, and a sum of 1918*l.* Consols was transferred to their names. The mother of the bankrupt was entitled to income from this fund for her life. During the years 1871-1873 the trustees sold out the whole of the funds with the knowledge of the mother. Of the proceeds the bankrupt received 1415*l.* Consols for his own benefit. He was pressed by his creditors in April 1875, writs were issued against him, and his solicitor demanded the immediate replacement of the 1415*l.* Consols, and threatened to file a bill in Chancery. These demands were made on the 28th April, and subsequently, on the 6th May, the bankrupt invested 400*l.* in the purchase of Consols in the name of the trustees under the will. Was this transaction within the protection of the proviso at the end of sect. 92 of the Bankruptcy Act 1869, which avoids every conveyance or transfer of property except in the case of purchasers, payees, or transferees in good faith, and for valuable consideration? In other words, was the transaction a fraudulent preference? Under the law previous to the Bankruptcy Act 1869, to make out a fraudulent preference required two proofs; first, that the debtor's act was voluntary; and, secondly, that it was done in contemplation of bankruptcy. Under the Act of 1869, however, the proofs required are, first, that the act should be done by a debtor who was unable to pay his debts as they become due; and, secondly, that it should be done with the view of giving one creditor a preference over other creditors. The County Court Judge at Bristol thought that the transaction could not be impeached. His decision, however, was overruled by the Court of Appeal on the ground that the pressure was not bona fide, and the Court of Appeal has affirmed his judgment. In *Stead v. Stead* decided that a creditor who receives money by way of fraudulent preference, but in good faith, cannot be compelled to repay the money so received to the trustee. "I think," said Lord Cairns in that case, "it was the intention of the Legislature, in defining, for the first time, the law as to fraudulent preference, and changing the old rule as to contemplation of bankruptcy, to lay a rule which exposed the payment to be impeached for a period so long as three months, to accompany and temper this enactment by a provision of great convenience in mercantile dealings." It was also intended, in the opinion of his Lordship, to give a protection where a protection was otherwise required, namely, to those who in good faith take money ought to be paid to them, without notice that the person paying is doing anything injurious to his other creditors. The Court of Appeal decided that the receiver of the money so advanced had shown that he took it in good faith, and without notice that the person paying it was doing anything injurious to his other creditors. The *onus probandi* is on the recipient. "The debtor," said Sir G. BRAMWELL, "parted with what was substantially the whole of his property to pay an antecedent debt, and the evidence showed that this was done with the knowledge of his father and mother. He did that which was prohibited by the law with the knowledge of the person who received the money." Inasmuch as the evidence went to show that the co-trustee was aware of the debtor's insolvency, the case was clearly not governed by the decision in *Butcher v. Stead*. The objections which have been made to the latter decision on the ground that it enables a debtor to favour one creditor at the expense of the others, would have had much more force if the appeal in *Ex parte Tate* had been successful. It may now be taken for granted that the court will not extend the protection given by the 92nd section of the Bankruptcy Act 1869, to a case in which the claimant as against a trustee cannot show that he acted in good faith and without knowledge of the debtor's insolvent circumstances.

#### THE REPAIR OF HIGHWAYS.

THERE is no subject of greater interest or importance in country districts than that which is connected with the government of highways. Difficult questions from time to time arise as to whether a particular road is or is not a highway, or as to the ownership of the soil in a highway under certain circumstances, and lastly as to the liability to repair a highway. On this latter point the case of *R. v. The Inhabitants of Greenhow*, recently decided by the Queen's Bench Division of the High Court, and reported in us (35 L. T. Rep. N. S. 363), is of very considerable importance.

It is now thoroughly well settled that of common right, that is to say, by the common law of England, the general charge of repairing a highway within a parish lies on the occupiers of land therein. But though this is the general law, the common law liability, which *prima facie* attaches to parishioners, has not frequently been laid on particular individuals, either by prescription or in respect of an inclosure, and has been greatly modified by statute so far as regards roads constructed by private individuals. Where, however, the liability to repair exists, complex questions not unfrequently arise as to the extent of the obligation, or in other words, as to what is included in the repair of a highway. This was the important point raised in *R. v. The Inhabitants of Greenhow*. The facts were shortly as follows: An indictment was preferred against the parish of Greenhow, in the North Riding of the county of York, for the non-repair of a highway in

ownship. The highway in question was an ordinary metalled a portion of which ran along the slope of a hill, al hundred feet above the level of the valley beneath, the being a very precipitous one. A great landslip occurred on ope of the hill, comprising many acres of land, and extend- from the top of the slope to about 170 yards below the high-

The result was that a very considerable portion of the road bsolutely destroyed, that is to say, was carried away into alley below, and its place supplied and filled up with earth, s, and other débris of landslip. The débris, consisting of soil, stones, and shale, varied in depth, and occupied the line old highway. In fact, no trace of the old metalled road red, though its line could still be distinguished. The case riginally tried at the York Assizes, before Sir R. Amphlett, y his direction an engineer was appointed to view the *locus o*. The engineer reported that the old road had been carried and overlaid by a landslip to an extent of 252 yards or abouts, and to that extent was absolutely destroyed; but a permanent and passable road along the old track could be id for three hundred pounds odd. On this report a case was l for the opinion of the Judges of the Queen's Bench Divi- which raised the question whether, under the circumstances, existed a legal duty or obligation upon the parish to make maintain an available carriage road in the line of the old

precise point involved had never before arisen, though nly the authorities appeared at first blush to be in favour of fendants, and have undoubtedly been acted upon in some ces, where, as it now turns out, they had in reality no appli- . In one of these (*E. v. the Inhabitants of Paul*, 2 Moo. & R. he road passed over the top of a sea wall, which was washed by the sea. There Manle, J., is reported to have said, "The uption of the passage is not from the want of repair, but the sea having washed away the wall or embankment, and is no longer anything to repair. The parish cannot be to rebuild the wall." A similar decision was arrived at years later in *E. v. Bamber* (13 L. J. 13, M. C.), where a n of a highway was swept clean away by the encroachment a sea; for there, as Lord Denman, C. J., pointed out, "all aterials of which a road could be made, had been swept by the act of God." The last case, however, on the subject, he one whose features most closely resembled the one under ssion, is *E. v. the Inhabitants of Hornsea* (23 L. J. 59 M. C.) a public highway originally ran down to the sea at right s to the shore, the land gently sloping towards the water's

For many years past the sea had been making encroach- s on that part of the coast, sometimes sweeping away as as five yards of the cliff in a year, and on one occasion siderable portion of the road was swept away, so that was left a cliff, twenty feet above the beach, running to the and then terminating abruptly. The natural consequence of was that it was impossible for any carriage or cart to get to the beach, and the question raised was whether, under ircumstances, the parish was bound to afford proper means of unication. The court, we think very properly, held that they not. A little consideration will show that the kind of lia- contemplated by the common law, was repairs which could one by the farmers and their labourers, and it could never been intended to extend the liability to roads which have destroyed by the encroachments of the sea. Moreover, the achments would, in the nature of things, continue every and the road could not have been made permanently passable out considerable engineering work, involving a large outlay penditure, which it would be altogether unreasonable to bind ish to execute.

ow, it is obvious on examination that the state of things which occurred at Greenhow is not identical with the case of roads, inating abruptly by reason of a portion thereof being carried into the sea. Still, the great difficulty consists in drawing line between what constitutes repairing a road as distin- hed from making a new one. The former the inhabitants of rish can be compelled to do; the latter they cannot. If the way had terminated abruptly by reason of the landslip ng carried away one end of it, there would have been great ulty in seeing by what process of law a parish would be d to make good the damage that had been done. But at hnow, though in one sense an intermediate part of the high- had been absolutely destroyed, according to the report of the neer; that is to say, the metalled part of the road had been ed away, still there was the old line or track still remaining. e had in reality been only a partial destruction as distin- hed from an entire destruction. It was found also that the age done could be effectually and lastingly repaired at a erate cost, and the element of expense ought certainly not e left altogether out of consideration. On the ques- of what is, or is not, reasonable, it makes all the rence whether 200l. or 300l., or as many thousands, to be provided out of the pockets of an agricul- l parish. These are the considerations on which the court kburn and Quain, J.J. founded their judgment, in holding the inhabitants of Greenhow were liable to contribute towards

the cost of repairing the road in question, there being no such distinction as relieved them from the common law liability that attaches. This parish liability, it is worth while mentioning, is not affected by the fact that the road complained of is comprised in a highway district. For although a highway board are autho- rised by 27 & 28 Vict. c. 101, ss. 47 and 48, under certain condi- tions, to make improvements in the highways within their district (borrowing money for defraying the expenses, with the approval of the justices in general and quarter sessions), one of which improvements is declared "to be the doing of any other work in respect of highways beyond ordinary repairs essential to placing any existing highway in a proper state of repair," still the matter is one which is entirely within the discretion of the board, and unless the members constituting such board think fit to execute the necessary works, the public have no available remedy against them.

#### TRIAL BY JURY IN THE CHANCERY DIVISION.

It would be useless, in the face of the strong expression of opinion made use of by the Master of the Rolls, in the recent case of *Cave v. Mackenzie*, to enter into a further discussion on the stubbornly-contested controversy whether the Judges of the Chan- cery Division can or cannot try with a jury. But it may, we think, with propriety, be pointed out that while the opinion of the Master of the Rolls was shared by Vice-Chancellor Hall in the case of *Clarke v. Cookson* (L. Rep. 2 Ch. D. 746), as well as by Vice-Chancellor Malins and Vice-Chancellor Bacon, the Lord Chan- cellor, in the case of *Cannot v. Morgan* (L. Rep. 1 Ch. D. 1) (after the passing of the Judicature Acts) said, "as regards the argu- ment connected with trial by jury, the action can be tried by a jury in the Chancery Division." The question is at a deadlock, and can be settled only by the Court of Appeal or the Legislature. Meanwhile, however, the Chancery Division Judges positively refuse so to try a case. That this is a serious inconvenience becomes apparent when we consider the extensive views the courts are taking as to their powers to transfer causes to that division. A good illustration of this is afforded by the case of *Holmes v. Harvey*, decided in the Exchequer Division on the 21st Nov.

The action was brought for breach of an agreement, and for a false and fraudulent representation concerning the subject matter of that agreement, and a cross action was also brought by the defendant in that action in the Chancery Division for the specific performance of the same agreement. After issue had been joined in both actions, and when the action in the Exchequer Division was ready for hearing, an application was made at chambers to Mr. Justice Lopes for an order to transfer the action to the Chancery Division. The learned Judge, however, refused the application, on the ground that the action involved a question of fraud, which was a fit subject to be tried by a jury at common law; and the question then came before the Exchequer Division on appeal from that decision. The counsel for the plaintiff, in opposing the motion, urged strongly upon the court the fact that the action involved a question of fraud, and one therefore which was peculiarly of a nature which ought to be submitted to a jury, and he pointed out that if the cause was transferred this could not be done, in consequence of the attitude taken up by the judges of the Chancery Division. The court, however, held that as the cross action involved a claim of specific performance the whole dispute could be more conveniently tried in the Chancery Division, and they made the order of transfer accordingly. Baron Cleasby, in the course of his judgment said, "When we find the case is one properly cognizable in the Chancery Division, we ought not, I think, to hesitate to send it there, simply for the reason that a fact arising in it might be properly tried at common law. The reason for transferring this case to the Chancery Division is, that the argument that the whole question can be properly disposed of there, is more weighty than the argument that one fact in the case can be properly tried here." That, no doubt, is a sound principle, but is it a fact that the whole question can be properly disposed of in the Chancery Division? One of the main issues, and it may be the main issue, is whether a false and fraudulent representation was made. Now, no doubt, as Baron Cleasby pointed out in another part of his judgment, fraud is one of the main grounds of the jurisdiction of the court of equity; but, as the plaintiff urged, this was a question of fraud which ought to be submitted to a jury, and which he was anxious to have submitted to a jury. In fact, by exercising these extensive powers of transfer the courts practically interfere with the plaintiff's right to have his case so tried.

In the case of *Sugg v. Silber* (L. Rep. 1 Q. B. D. 362) it was held that where the plaintiff gives notice of trial before a Judge sitting with assessors, the defendant has a right, under Order XXXVI., rule 3, by giving notice within the time specified, to insist on a trial before a Judge and jury; and the Acts and rules do not give power to the court or a judge to deprive the defend- ant of that right. That case, no doubt, was under a different rule; but it seems to be as much within the spirit of the Act that the power of transfer should not be so extensive as to deprive a plaintiff of his undoubted right to have his case tried by a jury.

Indeed, in the case of *Clarke v. Cookson*, quoted above, where the plaintiff in a suit for administration intimated to the defendant that the trial would be before the judge alone, and the case was set down for hearing, but the defendant claimed to have a jury, it was held that under Order XXXVI., rule 3, the defendant had the right which he claimed, and accordingly Vice-Chancellor Hall, under Order XXXVI., rule 29, directed issues to be settled and tried at the sittings in Middlesex. Baron Huddleston, in the course of his judgment in the case of *Holmes v. Harvey*, dealing with this difficulty as to trial by jury, said, "If any difficulty arises upon that, there could be none under Order XXXVI., rule 29, which enacts that in any case the court or a Judge of the Division to which the cause is assigned may at any time, or from time to time, order the trial and determination of any question or issue of fact, or partly of fact and partly of law, by any commissioner or commissioners appointed in pursuance of the 29th section of the Act, or at the sitting to be held in Middlesex or London, and such question or issue shall be tried and determined accordingly." Now, in the first place, this power is discretionary, and very possibly the Master of the Rolls, to whose court the cause has been transferred, may not adopt that course. But even if this course is adopted by him, it will only be done after considerable delay, and it will practically be doing in a roundabout way what the plaintiff endeavoured to do in the first instance, and which could now be done almost immediately, seeing that the cause is ready for hearing. It would be most expedient, no doubt, that the whole dispute between the parties should be settled in one and the same court, and in a manner agreeable to both parties; but it seems to us to be rather doubtful whether it is expedient for that purpose to deprive a plaintiff of a fair and adequate mode of trial which is his of right.

#### IS A BROKER OR FACTOR A TRUSTEE OF HIS CLIENT'S MONEY?

THE question proposed in the above heading we should have thought had long since been settled in the affirmative so far, at all events, as the right of the client, or, more properly speaking, the principal, to follow the money (or the proceeds of the money) placed in the hands of the agent for a specific purpose, was concerned.

The point was very fully and ably argued in the year 1815, in the case of *Taylor v. Plumer* (3 Mau. & Sel. 562) in the Court of King's Bench, before four Judges, including Lord Ellenborough and Mr. Justice Bayley. It seems impossible to add anything of importance to the judgments then delivered.

In the case of *Re Strachan*, decided by the Court of Appeal on the 16th inst., there was the additional circumstance in favour of the right of the principal to follow the money, viz., that the broker had been informed of the fact that the money which the principal had placed in his hands for investment was trust money. On this narrower and *a fortiori* ground Sir W. M. James, L.J., and Sir R. Baggallay, J.A., following the case of *Pennell v. Deffell* (4 De G. M. & G. 389), and without finding it necessary to determine as appeal judges, as to the nature or extent of the general right of the principal to follow money given to a broker for investment, decided that the broker under the special circumstances taking with notice of the trust, became himself a trustee, and that, therefore, the money could be followed. Sir G. Bramwell, J.A., with whom, if we may venture so to say, we entirely agree, held the case to be indistinguishable in principle from *Taylor v. Plumer*, and governed by it.

The right to follow money may often be much clearer than the method or means of tracing it—which is matter of detail,—of proof—of the unravelling of accounts or transactions, sometimes of a complicated character. Thus, if a broker having received money to invest in a particular stock should with the money in his pocket or desk commit an act of bankruptcy on which adjudication should take place, it would be monstrous to suppose that general creditors could set up any claim to it. The money was not lent to the broker for an hour or a minute; the contract was simply one of agency. Of course, if the broker in fraud of his duty pays away the client's money, in satisfaction of lawful claims on himself, to persons having no notice of the fraud, the right to follow the currency of the realm is intercepted by the *jus tertii*. Again, if, following the ordinary course of business, the money should be paid by the broker to the credit of his current account with his banker, there might be considerable difficulty in tracing it, but as we should imagine few cases would present themselves in which the difficulty in distinguishing how much of the ultimate balance was properly attributable to such payment, would be insuperable to an ordinary accountant.

Strictly speaking, and although for convenience' sake it has become universal, a broker is not justified in paying in his client's money (other than such as is given him in the form of crossed cheques) to his own banker, i.e., in lending it to his banker. When the broker's banking account is overdrawn, such a payment of a client's money would, in favour of the banker receiving it, without

notice of the special circumstances, be instantly and irretrievably appropriated towards satisfaction of his claim: (*Currie v. L. Rep. 10 Ex. 153.*) Such a payment might or might not amount to a fraud cognisable by the criminal law; but having regard to the almost universal prevalence of the banking system in mercantile affairs, very strong evidence of a fraudulent intent is inferred *ultra* the mere fact of payment into a banking account though overdrawn at the time, would probably be necessary for conviction. A very similar point, after much discussion, decided on the 18th inst. by the Court of Criminal Appeal in the case of *The Queen v. Tallock*.

#### THE NEW RULES OF COURT.

THE new Rules of Court, which bear the official title of "Rules of the Supreme Court, Dec. 1876," are eleven in number. We print them in *extenso* elsewhere, but it will be well to draw attention here to the more important amongst them. It was observed at the outset that, in accordance with sect. 17 of the Appellate Jurisdiction Act, 1876, these rules are, and all that will in future be, promulgated under the authority not of the whole Supreme Court, but of a committee of nine Judges, the Lord Chancellor, the Master of the Rolls, the chiefs of the three Common Law Divisions, and four Judges selected by Lord Chancellor. The four Judges selected to assist in framing the present rules, who act until 1st Jan. 1878, are Justices B. Lush, and Manisty, and Baron Pollock.

Before dealing with the principal subject of the rules—the disposal of a whole action by a single Judge in the Common Law Divisions—we must say a few words on the rather curious provision which owes its existence, we presume, to the fact that a Judge assize declined to try the action of *Cave v. Mackenzie*, which the Master of the Rolls had sent down for trial at those assizes. (Order XXXVI., rule 29a) is as follows:

Where in any action in the Chancery Division the action or any question at issue in the action is ordered to be tried before any commissioner or commissioners of assize, or at the London or Middlesex sittings of division other than the Chancery Division, the order directing such trial shall state on its face the reason for which it is expedient that the question, or issue should be so tried, and should not be tried in the Chancery Division.

Lord Cairns seems to have been of opinion, in *Cannock v. May* (33 L. T. Rep. N. S. 402), that a Judge of the Chancery Division might try an action with a jury in such division. But in the case of *Clarke v. Cookson* (L. Rep. 2 Ch. Div. 746), Vice-Chancellor Hall, after consulting with the three other Judges of the Chancery Division, is reported to have expressed a contrary opinion. More recently Jessel, M.R., in *Cave v. Mackenzie*, has declined to try an action with a jury until the Court of Appeal should give a decision on the point. The new rule does not quite clear up the difficulty, but seems to contemplate that the question is to be argued as one of discretion before the Judge at Nisi Prius. If this be so, the question will shortly be raised before the Court of Appeal under sect. 19 of the Act of 1873.

Coming to the disposal of actions in the common law divisions before a single judge, we find the new rules providing that where a trial has been before a Judge without a jury, the application for a new trial is to be made to the Court of Appeal; but where a trial has been by a jury the application is to be made to a Divisional Court. So far the old state of things is but little altered. But it is further provided that motions for judgment are to be made to the Court of Appeal in cases where the Judge at Nisi Prius has directed that judgment be entered, and that it is necessary that leave should be reserved. Here, no doubt, a great change, which will have the effect of considerably increasing the business of the Court of Appeal. A rather long list of divisions of proceedings which shall continue to be heard before divisional courts is given in "Order LVII. A." This list includes ten heads of business, of which the more important are: Court appeals, railway commissioners' cases, revenue proceedings, appeals from chambers, and "applications for new trials, the action has been tried by a jury." We think the list is a large one. Finally, as to the new Divisional Court for Appeals from Inferior Courts. After Baron Cleasby's remark that a court would never sit again, we had expected a more radical alteration than that effected by Order LVIII., rule 19, which annuls (or rather repeals, for that is the term used in the new set of rules) rule 16 of the Rules of Dec. 1875 (which established a tribunal of five judges only), and provides that a Judge of the High Court shall be a Judge to hear and determine appeals from inferior courts under sect. 45 of the Judicature Act of 1873. "All such appeals," proceeds the rule, "Admiralty appeals from inferior courts, which until now shall be assigned as heretofore (see *The Two B. L. Rep. 1 P. D. A. 72*) to the present Judge of the Admiralty Court (*sic*) shall be entered in one list by the Lord Chancellor of the Crown Office, and shall be heard by such Divisional Court of the Queen's Bench, Common Pleas, and Exchequer Division as the Judges of those divisions shall from time to time direct. The chief change affected by this order seems to be that Judges of the Chancery Division will now no longer give



assistance in the hearing of County Court appeals on matters of difficulty. The enlargement, however, of the circle out of which the Judges of the Divisional Court may be taken, will doubtless tend to make its sittings more regular and continuous—a consummation which is devoutly to be wished, looking to the fact that there have been more than forty out of the original fifty-five cases set down for hearing at the beginning of the present sittings.

#### AGENCY.—LIABILITY OF AGENT FOR NEGLIGENCE.(a)

##### MEASURE OF DAMAGES.

(Continued from page 59.)

Insurance to commence from the loading of goods at a certain point will not attach on goods previously laden: (*Robinson v. French*, 4 East. 130; *Mellish v. Allnutt*, 2 M. & S. 106.) Hence here an insurance broker, employed to insure goods from a certain point in their voyage home, effected a policy "at and from" at that point, "beginning the adventure from the loading thereof on board," the Court of Common Pleas held him guilty of gross negligence. The amount of the insurance was £1000. Of this sum £400 had been paid by two underwriters for £200 each. Another underwriter for £200 had become bankrupt, and Gibbs, C.J., directed this sum as well as the £400 to be deducted from the damages. The plaintiff thus obtained a verdict for £400. Nothing appears to have been said about deducting the premium: (*Park Hamond*, 4 Camp, 344, s.c. 6 Tannt. 495, 815.)

In *Davis v. Garratt* (6 Bing. 716), 1830, the defendants had undertaken to carry the plaintiff's lime from the Medway to London. The master of the barge in which it was stored deviated unnecessarily from the usual course. A storm came on during the deviation, and the lime was wetted. Owing to the wetting of the lime the barge caught fire, and the whole cargo was lost. The underwriters refused to pay, on the ground of deviation. A verdict having been found for the plaintiff, the defendants applied for a new trial, on the ground that the deviation was not the cause of the loss of the lime sufficiently proximate to entitle the plaintiff to recover, inasmuch as the loss might have been occasioned by the same tempest if the barge had proceeded in her direct course. A new trial was refused. The court took time to deliver judgment, which was delivered by Chief Justice Tindal, and is valuable as indicating the connection that must exist between the damage suffered and the agent's act or omission. On the above objection to the right of the plaintiff to recover his ship replied, "We think the real answer to the objection is, no wrongdoer can be allowed to apportion or qualify his wrong, and that as a loss has actually happened whilst his wrongful act was in operation and force, and which is attributable to his wrongful act, he cannot set up as an answer to the action the bare possibility of a loss, if his wrongful act had never been done. It might admit of a different construction if he could show, only that the same loss might have happened, but that it might have happened if the act complained of had not been done." It is difficult to account for the fact that the court in this case put any stress upon the fact that the loss occurred whilst the agent's wrongful act was in operation. The unnecessary deviation, which rendered the policy void. If the barge had regained the usual course before the storm came on, the rights of the assured as against the defendants would not have been affected. A deviation deprived the assured of his rights to recover from the underwriters in the event of a loss; by deviating the defendant violated his duty to plaintiff, hence the application of the principles respecting the liability of agents is easy.

Some of the observations of the Judges in *Charles v. Allin* (15 B. 56), 1854, may be usefully referred to in estimating the

damages. "That which is complained of in the plea," said Maule, J., "would give the defendant a right of action against the plaintiffs so soon as they were guilty of the negligence charged, and the defendant was thereby damaged. That which happened subsequently does not necessarily determine the amount of damages the defendant would be entitled to. A jury might have given exactly the same amount of damages before as after the loss. The question is, what damage has the party sustained at the time the cause of action vested in him? If nothing had happened, and a policy might then have been effected, the jury would consider what was probable; if the loss had then happened, they perhaps might have given the full amount; but they were not bound to do so. There were a variety of circumstances which they might properly take into their consideration. Therefore, it is not a necessary and conclusive thing that the sum to be insured by the policy, neither more nor less, is the sum which the plaintiff would have to pay, but a compensation for the injury resulting from their negligence. The amount of the loss actually sustained, if a loss has happened, and there is nothing peculiar in the circumstances, is a matter very fit to be considered by the jury in estimating the damages; but they are not bound by it. They are to take all the circumstances into their consideration, and to say what damage the party is upon the whole reasonably entitled to recover for the non-performance of that which he has contracted to perform. The jury, indeed, are not bound to give more than the amount of loss which has actually been sustained. The loss is not, however, to be necessarily treated as a liquidated amount—an amount by which the jury are to be bound." Chief Justice Jervis observed that the amount of the loss is the reasonable and not the ascertained legal measure of damage which the party is entitled to.

In the *Stearns, &c., Company v. Heintzmann* (17 C. B., N. S., 56), 1864, the defendants were employed as agents for the plaintiffs to sell candles upon commission. Having been instructed by the plaintiffs not to part with goods to a customer named except for cash, they violated these instructions, and Sir W. Erle, C.J., left the whole case to the jury; a verdict for the plaintiffs was returned for the value of the goods and expenses incurred by them in respect of a bill of exchange drawn for the price, drawn in accordance with the instructions. A rule for a new trial was refused by the full court. "In coming to the conclusion that there was evidence on which the jury might find that the contract was made in substance as alleged," said Chief Justice Erle, in delivering the judgment of the court, "we have in effect decided that there was also evidence on which they might find that the breach was proved. It also follows, in our opinion, that the jury were right in giving the value of the goods, which were lost to the plaintiffs, and the expenses incurred by them in respect of the bill of exchange for the price drawn according to the terms of the letter of the 19th June."

The principles which may be taken as the result of the cases already quoted with respect to the measure of the damages to which an agent is liable are the following:—

- (1.) Nominal damages may be recovered against him upon proof of breach of contract.
- (2.) Substantial damages will be recovered against him upon proof that his principal has suffered actual loss by reason of the agent's breach of duty; and the measure of these damages will be the actual loss of which the agent's conduct has been the proximate cause.
- (3.) It follows as a corollary from the second proposition that the agent will not be liable in substantial damages if he proves that implicit obedience to the instructions of his principal could have been attended with no advantageous result.
- (4.) It is submitted, however, that the agent under those circumstances would still be liable in nominal damages.

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

#### SOLICITORS' JOURNAL.

have received the annual reports of four law societies—the Legal Practitioners' Society, established in 1873; the Incorporated Law Society of London, established in 1805 and incorporated in 1871; the Incorporated Law Society of Liverpool, founded in 1827 and incorporated in 1869; and the Bolton Law Society, established in 1871, which latter society it is proposed to incorporate at once under the Companies' Acts. The rapid creation and development of country societies means the collecting of a force which, when thoroughly organised and set on foot, will be irresistible when directed to the procuring of reforms in the constitution of the legal profession. No one looking fully at the reports, which are published in another column, can fail to see this. We

have already dealt (in our last issue) with the report of the Legal Practitioners' Society. The oldest of the remaining three societies whose annual reports are before us, is the Leeds Society, the prime mover in which still is Mr. Thomas Marshall, the learned registrar of the Leeds County Court. The finances are in a flourishing condition, and the society consists of 56 members, all solicitors. From the report we gather that greater facilities are to be given to Leeds solicitors to join the society, and that joint action is being taken with a view to put a stop to the wholesale exemption from passing the preliminary examination before entering into articles, which now obtains in certain cases. We can only hope that the resolution of the society upon this subject will be strictly adhered to. A resolution was also passed at the annual meeting condemning as unprofessional a condition of sale of real estate, which provided that costs, charges, and expenses of and attending the

investigation and proof of title with production of deeds, the preparation, approval, and execution of the conveyance, and the completion of the purchase, shall be borne and paid by the purchaser." All we have had to complain of before has been that vendors' solicitors offer conveyances to the purchasers for a fixed sum, the conveyance being a printed form. In some cases it has been made compulsory upon purchasers to take such conveyances, in others it has been only optional. It really seems that there are members of the profession who, forgetting etiquette and long established precedent and usage, and forgetful also of the interests of the profession, are ready to turn upside down and inside out the whole system of conveyancing. In our mind the danger of these attempted innovations can hardly be exaggerated. They mean, in fine, the uprooting of conveyancing as a separate branch of practice. At this same meeting a resolution was passed as to securing the right of solicitors as parliamentary



agents, and as to preserving the long established custom of "agency" in such business. These views are on all fours with those embodied in the petition to both Houses of Parliament presented by the Council of the Incorporated Law Society. In the annual report of the Leeds Society it is stated that application has been made to the Commissioners of Inland Revenue for permission to send deeds for stamping direct to Somerset House, from the Leeds Inland Revenue office, as is now done in the case of agreements. It would certainly be a great convenience if country solicitors could have this facility afforded to them. We will take next the annual report of the Incorporated Law Society of Liverpool, an organisation which, under the influence of the Judiciary Acts and District Registries, ought now to grow in importance and influence very rapidly. This society consists of about 200 members, and the annual report of the committee is all that can be wished. Barristers and others, to the number of nineteen, subscribe to the library. The committee urge the necessity of increasing the usefulness of the law library belonging to the society. We have always pointed out the great importance of securing good law libraries for country law societies, which we regard as one of the most important features of such organisations. A deputation of members of the society waited on the County Court Judges of Liverpool to urge certain reforms in the mode of conducting the business of these courts there, and certainly this is an example which might usefully be followed in other parts of the country; and so with Public Sale Conditions, which, in the case of the Liverpool Law Society, are prepared and settled by the committee. Such a system prevents those unfortunate disputes or complaints which we noticed in connection with the report of the Leeds Society. The Liverpool Society joined with the Leeds Society in the action taken by the hon. secretary of the latter society, in regard to the proposed reforms in the office of Parliamentary agents. Altogether, the report of the Liverpool Society, which is now before us, is one of the most interesting and instructive ever issued by the society. The Bolton Law Society consists of forty-eight members, and is a subscribing member to the associated law societies by an annual payment of 3 guineas, and to the Legal Practitioners' Society by a like payment of 1 guinea. Many additions have been made to their law library. It would be a great advantage if the Incorporated Law Society could receive subscriptions from country law societies as in the above cases; but there is no doubt that the associated provincial law societies are doing much useful work in the interests of solicitors. Perhaps the chief point dealt with in the report before us is that connected with unprofessional proceedings by solicitors, especially in connection with conveyancing business. A case of "malpractice," referred to in the report, should not be overlooked, as showing what a useful influence local law societies exercise on professional morality. In the reports before us there is ample evidence that organisation among country solicitors is proceeding slowly but surely. We publish the reports of two societies, and are compelled to hold the others over till next week.

If ever a case called for the attention of the society whose *raison d'être* is to check the growing practice on the part of accountants and others of acting as solicitors, that of *The Attorney-General v. Tett*, which came before the Exchequer Division on Tuesday last, is that case. This was an information filed by the chief law officer of the Crown against the defendant, an accountant, to recover a penalty of £50, under section 60 of the Stamp Act 1870 (33 & 34 Vict. c. 97), which provided that "every person who (not being a serjeant-at-law, barrister, or a duly certificated attorney, solicitor, proctor, notary public, writer to the signet, agent, procurator, conveyancer, special pleader, or draughtsman in equity), either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate or any proceeding in law or equity, shall forfeit the sum of £50." From the report of the case in another column it will be seen that the accountant in question prepared a bill of sale, for which he charged £10 10s., but this is not all. It appears from the statement of the Attorney-General, that Mr. Tett, the defendant, resorted to the device of placing on his office door, in the west of London, a brass plate thus inscribed, "Hill and Co., solicitors," there being no such firm in existence. The deception, however, does not end here, for the name of a genuine solicitor, Mr. Berridge, appeared on the bill of sale as if registered by him, the fact being that this gentleman never authorised his name to be used. The defendant had pleaded "Not guilty," but on the hearing withdrew this plea and pleaded "Guilty," and the jury returned a verdict for the full penalty of £50, the costs of the event. So much for the action

of the Crown for the protection of the revenues. But we hope the Legal Practitioners' Society will feel it its duty to move in this case, provided a closer investigation of the circumstances warrant action being taken under sect. 12 of the Solicitors' Act 1874. In the meantime, we trust that accountants, law agents, and law stationers will learn in time a lesson from the action of the Crown in this case, the information of which we are in possession, warranting us in asserting that thousands of bills of sale are prepared as in this case, every year by unauthorised persons. We understand that proceedings in the present case are due to the action of the Incorporated Law Society; if this be so, the chief society deserves the thanks of the entire Profession, both barristers and solicitors. The case, as reported in the daily press, presents the feature of being a scandalous infraction of professional rights in more senses than one. What solicitor would think of charging 10 guineas for such a bill of sale, assuming it to have been properly drawn and registered, and this, to say nothing of commission on the loan? It is in this way that discredit is brought upon the Profession, and the interests of the public, not less than those of the Profession, require that cases of this gross character should be dealt with in a manner which has a deterrent effect. It is now about five years since the statute was put in force in the same way, but unauthorised persons may depend upon it that latterly the Profession has been aroused to the necessity for greater vigilance, so that in future we may expect to hear of further prosecutions of a like character.

In another column we publish a letter from a correspondent who inquires whether he can give information for a non-official law list, by referring the intended publisher to the official Law List for his full name, date of admission, London agents, and appointments, in order to save himself the trouble of copying it out himself and sending it to such publisher, the point being that such publisher asserts that he cannot take such extract, though so authorised, on the ground that copyright is claimed in the Law List, although it is an annual publication compiled by the Commissioners of Inland Revenue from slips which solicitors are compelled to fill up on Government forms. The point is certainly one of some difficulty. [We find in the first page of the Law List the following: "So far as relates to special pleaders, draftsmen, conveyancers, solicitors, proctors, and notaries, compiled by William Henry Cousins, of the Inland Revenue office, Somerset House, W.C., registrar of certificates, and published by the authority of the Commissioners of Inland Revenue." We do not suppose that the "registrar of certificates" claims copyright, certainly not in the slips; nor, as it seems to us, can the commissioners, at all events in the part here referred to. There are, no doubt, other parts of the Law List in which there is copyright, for instance, the valuable index of country solicitors at the end, because the words "so far as relates to," &c., at the beginning of the above extract, clearly suggest that the publishers themselves compile all not therein referred to. There is clearly no copyright in mere names. But we direct the attention of our correspondent to sects. 20 and 21 of 6 & 7 Vict. c. 73, which provide for the keeping at the Petty Bag Office of an alphabetical roll of solicitors, with the date of admission on the roll, &c.; and of a similar list by the registrar of solicitors, both of which are open to public inspection without fee or reward. Again, sect. 23 of the same Act makes it compulsory upon solicitors to give to the registrar of solicitors, his full name, address, and date of admission on the roll, and this annually; and a duplicate (see sect. 20 of 23 & 24 Vict. c. 127), is presented to the Inland Revenue Commissioners, and all these particulars are "to be entered in a proper book to be kept for that purpose, which shall be open to the inspection and examination of all persons, without fee or reward." Again, sect. 17 of 23 & 24 Vict. c. 127, provided for the clerk of the Petty Bag forwarding a copy of the roll of solicitors to the registrar of solicitors (Mr. Williamson), who must not be confounded with the "registrar of certificates" at Somerset House. Sect. 20 of the Solicitors' Act of 1860 moreover speaks of the duplicate declaration which solicitors have to make and give to the Commissioners of Inland Revenue as "the note in writing required by law to be delivered to the Commissioners or their officer;" that is, Mr. Cousins, we suppose. In like manner sect. 30 of the Act of 1860 provides that a registry of all commissioners for oaths shall be kept at the Law Institution, which "book shall at all times be open to public inspection during office hours without fee or reward." Looking at the position of the commissioners, and the other public servants who assist in compiling the official government list of country solicitors, and looking at the provisions of the solicitors' Acts of 1843 and 1860, we cannot doubt

that solicitors have clearly a right to rely on the publisher of a law list to the official record supplied by himself to the commissioners without imposing the person so referred to, an action for infringement of copyright.

It seems hardly consistent that while the Solicitors' Act 1860, s. 22, regulates the time for taking out solicitors' certificates in Essex and Wales, the Stamp Act 1870, regulates taking out of such certificates in all the cases, and with a view, as it would seem, to further confusion, the Stamp Act 1870, s. 1, imposes a penalty of £50 upon solicitors practicing without a certificate, while other penalties imposed upon solicitors under certain circumstances, are to be found in the several Solicitors' Acts. As we have already urged, the creation of district registries by the Judicature Act removes much of the reason which formerly existed for having a higher rate of duty for London certificates. While upon the subject of annual certificates, let us point out that although the duty be paid after the 15th Dec., the name of a solicitor so paying the duty must be before the 1st Jan. next, will appear in the Law List for 1877, which, by section 22 of the Act of 1860, is *prima facie* evidence that he is a solicitor holding a certificate. Annual certificates issued after the 1st of Jan. bear date on the day on which they are issued, and only take effect as such from the day when they are stamped. Such a certificate must, by section 21 of the Act of 1860, be produced to the Registrar of Solicitors within a month of the payment of the duty, otherwise it takes effect only from the day of such production.

It is pretty plain that a number of country solicitors have a mistaken notion of the meaning and operation of 37 & 38 Vict. c. 78, and the Real Property Acts passed in 1874. It is coming quite a common practice for some country solicitors to instruct their London agents to take counsel's opinion as to the operation of this Act in connection with cases upon which such Acts have no bearing whatever. We refer especially to cases in which an escape from difficulties in connection with conveyancing matters is sought to be found by regarding trustees, mortgagees, and their representatives as "bare trustees." It must not be forgotten that two of the principal sections of this Act have been repealed; especially 38 & 39 Vict. c. 87, s. 43, which repealed the first-named Act, and re-enacted it in a new and limited form. The Act, therefore, as it at present stands, has a very limited operation. The case of *Christie v. Overton* (L. Rep. 1 Chan. Div. 281), must not be overlooked, where the Master of the Rolls is reported to have said that, "When a bare trustee is a question of general practical importance. Where there is a trustee whose duty is to convey, and the time has arrived for a conveyance by him, he is, I think, a bare trustee." Lord Westbury, in the case of *Robson v. Phipps* (34 L. J. Ch. 226), drew a distinction between "bare trustee" and "a trust power requiring discretion in exercise." Sect. 6 of 37 & 38 Vict. c. 78, is probably surrounded with as much uncertainty and doubt as sect. 5 was, and as sect. 4 of 38 & 39 Vict. c. 87, now is; but as to this matter (6) it will most usually apply to cases where a married woman is a legal personal representative as well as a "bare trustee." But in the case of a married woman who is a "bare trustee," the section of 37 & 38 Vict. c. 78, enables the wife to act independently of her husband, and appears to avoid the expense attendant upon an acknowledgment under the Fines and Recoveries Act (34 Will. 4, c. 74). It seems doubtful as to how this section applies to the case of a married woman who becomes a mortgagee when a woman in trust for an infant, who, on coming of age, calls for a transfer to himself, alleging that the wife is, under this section, unnecessary.

In a case of *Nagle-Gillman v. Christopher*, which came before the Master of the Rolls on Tuesday last, the main object of the action was to compel the trustees of a marriage settlement to execute a deed of appointment executed by the wife in favour of her husband. It appeared that the deed of appointment was prepared by the solicitor who had the custody of the marriage settlement, but instructions given to him by the husband, as the deed was sent to the parties for execution without the draft having been first submitted to the wife. Under these circumstances his lordship is reported to have reprobated the course taken by the solicitor, who, his lordship said, ought have communicated with the lady before preparing such a deed, and added that such conduct was deserving of some censure for this want of caution, which really occasioned the suit. Assuming that the relations between the husband and wife were what they should be, the complaint hardly a fair one against the solicitor. It

to have been a rupture between husband and wife at the time, but no evidence to show that either who prepared the dead knew it.

INGUISHED volunteer officer died last week, Col. Emmet—a member of one of the firms of solicitors in the West Riding of Yorkshire—that of Messrs. Emmet and Emmet. The gentleman's unflinching zeal secured a position which the many aim at but few fill. A further notice will in due course appear in our Obituary.

V. HILL, solicitor of the Supreme Court, was elected Mayor of Helston. He was elected in 1853, and is clerk to the county council. Mr. Hill has filled this office of chief clerk on two previous occasions, and holds public offices in the said borough.

HAWKINS, the newly created judge of the High Court of Chancery, is the son of Mr. Hawkins, a well-known solicitor practising in Hertfordshire, who was admitted in Term 1813, and who is still the senior partner in the firm of Hawkins, Son, and Lind. There is probably no man in the county who is held in higher esteem or regard than the late learned baron.

#### NOTES OF NEW DECISIONS.

**TRIAL—VERDICT AGAINST EVIDENCE—OF FIRST TRIAL—STAT. 17 & 18 VICT. c. 41.**—The plaintiff brought an action for arrears carried by three ships belonging to defendants, and which were lost during the voyage. As regards two of these parcels, a verdict was found for the plaintiff; as to the other, the defendants succeeded. The defendants subsequently applied for and obtained a new trial, the ground of which was that they got an entire verdict (reversing the judgment of the Queen's Bench Division), that as there had been no default on the part of the defendants, and the plaintiffs exercised the power which they possessed of bringing a *nolle prosequi*, or of intimating that they did not intend to pursue further the proceedings found against them on the first trial, the defendants were entitled, under the circumstances, to recover the costs of the first trial, and the issue found in their favour. On account of costs, the master declined to allow the costs of the defendants at the second trial, and the shorthand writer's notes. Held (affirming the judgment of the Queen's Bench Division), that the trial was within the discretion of the court to allow or disallow these items, and that it was not the practice of the court to interfere at discretion, except in cases of gross misconduct. (*Marcus v. General Steam Navigation Co. (Limited)*, 35 L. T. Rep. N. S. 353. Ct.

**MESS. MEASURE OF—REMOTENESS OF—TELEGRAPHIC MESSAGE.**—Where a telegraphic message is sent, for reward, to receive messages for transmission, and the sender transmits them by telegraph to places where he had no means of understanding it, and negligently transmitted it, so that the plaintiff, the sender of the message, lost a profitable contract, it was held, that nominal damages could be recovered by the plaintiff in an action brought by him against the telegraph company. (*Saunders v. Stewart*, 35 L. T. Rep. N. S. 370. C. P. Div.)

**PLACE OF TRIAL.**—By Order in rule 1, the statement of claim must contain a paragraph stating the place where the trial of the case shall take place, except under special circumstances the court may allow causes to be tried out of Midland, if the application is made in the statement of claim in pursuance of this order: (*Ridge and Ridge*, 35 L. T. Rep. N. S. 428.

**REVOCATION—REVIVAL—CODICIL.**—A will made before marriage, and was revoked by marriage, but revived and ratified by a will which also made provision for the wife, after marriage. The wife predeceased the testator, who on her death destroyed the will, that the testator did not by the will of the codicil after his wife's death: (*James v. Shrimpton and others*, Rep. N. S. 428. Prob.)

**APPEAL FROM CHAMBERS, TIME FOR APPEAL.**—Orders made in vacation by a judge at chambers must be appealed from within eight days of the date of the making of such orders; divisional court sits for hearing of such appeals within eight days, there can be no appeal unless the time for appealing is enlarged by order of the court, or by a court of appeal under L.VII., r. 6: (*Crom v. 25 L. T. Rep. N. S. 423. C. P. Div.*)

**SERVICE OF WRIT OF SUMMONS—SERVICE OUT OF JURISDICTION—PRACTICE.**—Where the cause of action is a slander published in Ireland of a personal chattel situate in England, leave will not be given under Order XI., rules 1 and 3, to serve a writ of summons in Ireland. Such a writ is not an "act or thing," "affecting" property situate within the jurisdiction, within the meaning of those words in Order XI., rule 1: (*Casey v. Arnott*, 35 L. T. Rep. N. S. 424. C. P. Div.)

#### SUPREME COURT OF JUDICATURE.

COURT OF APPEAL, WESTMINSTER.

Monday, Nov. 27.

(Before MELLISH, L.J. BRETT, and AMPHLETT, JJ.A.)

*Business of the court—Postponement of cases on account of the circuits.*

AT the sitting of the court, applications were made by counsel of the Northern Circuit who had cases pending in this court to postpone the hearing of those cases during the Winter Assizes on that circuit, at Liverpool and Manchester, which, it will be seen, this court declined to do, on the ground that they had no right thus to delay the sittings, leaving it to counsel, on their own responsibility, to make such arrangements as they thought proper by mutual consent. On one of these applications being made by Mr. Wheeler, in a case in which Mr. Baylis, Q.C., Judge of the Court of Passage at Liverpool, was engaged, the application being made on the ground that he would be engaged in the business of his court,

C. Russell, one of the leaders of the Northern Circuit, said there were many cases in which he and other counsel of that circuit were engaged, and they had a great interest in their Lordships' decision on this point—as to the postponement of cases in which they were engaged. In many of those cases, he said, the appeals turned on the facts, and could not be fairly heard in the absence of the counsel who were engaged in the cases at the trial. He asked, therefore, that these cases should be postponed during the winter assizes.

Edwards, Q.C., another of the leading counsel on the Northern Circuit, made a similar appeal, observing that it was for the benefit of the suitors that the counsel engaged in the cases at the trial should be present at the hearing of the appeals where the questions turned upon the facts.

MELLISH, L.J. said, if the court put off cases on account of the convenience of counsel, complaints might be made by the suitors.

BRETT, J.A.—And the court will be blamed, not the counsel. This is a court of appeal from all the common law divisions, and, as a similar appeal may be made from other circuits, if we accede to it the result will be virtually to close the Court of Appeal.

MELLISH, L.J., after consulting with his colleagues, said,—We cannot assent to a general postponement of cases on this ground. Counsel must make themselves responsible for their clients' interests and wishes by agreeing to postpone the cases, if their clients assent to it.

C. Russell said, if the court would allow cases to be postponed by the mutual consent of counsel on both sides, it would be sufficient, and they would be quite satisfied.

MELLISH, L.J.—Counsel acting for their clients on both sides.

BRETT, J.A.—And making themselves responsible, as such, for their clients' interests and wishes; let that be understood.

To this counsel assented.

A little later Ambrose, Q.C., and Edwards, Q.C., mentioned a similar case, which, they said, had already been tried twice, and they desired to know whether they might, by mutual consent, take advantage of this permission, to which the court assented, on the understanding already explained.

Wheeler then pressed his application for postponement in a case in which, he said, Mr. Baylis, Q.C., Judge of the Passage Court of Liverpool, was counsel, and would be engaged in a conference with the Vice-Chancellor of Lancaster as to the extension of the Judicature Act to his court. As this was public business, he applied for a postponement of the case.

It appeared, however, that the case was one in which the appeal was by the prosecutor in a Crown case from a decision of the Court of Appeal from Inferior Courts, and on this,

MELLISH, L.J. said this seemed a case in which, according to their recent decision, it would appear that there was no jurisdiction, but in which, for obvious reasons, a postponement should not be allowed without consent.

Arbuthnot, on the other side, did not assent to the postponement.

Wheeler, for the appellant, said the man had been discharged, the Court of Appeal from Inferior Courts having reversed the decision; but

MELLISH, L.J. said, as it was an appeal in a Crown case, assuming that this court had jurisdiction, it could not be postponed without consent.

#### EXCHEQUER DIVISION.

Tuesday, Nov. 28.

(Before POLLOCK, B. and a Special Jury.)

THE ATTORNEY-GENERAL v. TETT.

Unqualified person practising as a solicitor—Stamp Act 1870—Penalty £50 for preparing a bill of sale.

THIS was an information filed by the Attorney-General on behalf of the Crown against the defendant to recover a penalty of £50, incurred by the latter by reason of his having drawn a certain bill of sale without being duly qualified, contrary to the statute. The defendant pleaded "Not Guilty."

The Attorney-General, the Solicitor-General, and Dicey appeared for the Crown.

Wilkey Wright for the defendant.

The Attorney-General, in opening the case, said that this was a proceeding for a penalty incurred by the defendant under the provisions of the 33rd & 34th Vict. c. 97, s. 60, which provided that—"Every person who (not being a serjeant-at-law, barrister, or a duly certificated attorney, solicitor, proctor, notary public, writer to the signet, agent, procurator, conveyancer, special pleader, or draughtsman in equity) either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate, or any proceeding in law or equity, shall forfeit the sum of £50." The result of that provision was that every unqualified person who drew certain legal instruments incurred a penalty, and in his opinion the provision was a wise one, and necessary for the protection of properly qualified practitioners as well as for the public. It was very hard upon a man who had gone through a long, a laborious, and an expensive training, and who had thereby duly qualified himself for the practice of the law, that he should be subject to the competition of those who were unqualified, and, as a rule, were quite unfit to undertake the conduct of legal matters; and it was for the interest of the public that their legal affairs should be transacted by duly qualified persons, who, in case of want of skill or negligence, were liable to an action or were subject to the control of the courts. The facts of the case were short and simple. In 1874 the defendant, who appeared to be an accountant, took a part of a house in Westbourne-park from Mr. Smith, from whom he obtained permission to place on the door a brass plate with "Hill and Co., Solicitors," upon it, the fact being that there was no such firm in existence, and it therefore was a mere pretence. He then seemed to have entered into the transaction of legal business of various kinds. In August 1874, a gentleman who was in want of money obtained through the defendant the loan of £147 from the defendant's landlord. How much of that sum eventually reached the hands of the borrower it was difficult to say, but there were considerable sums deducted from it for interest and commission. The loan, however, was to be secured by a bill of sale on the borrower's furniture. He was in a position to show that that bill of sale was prepared by the defendant, who wrote it and got it executed, and who charged for his services in that respect the sum of 10 guineas, the amount being deducted from the sum lent before it reached the borrower's hands. The bill of sale was ultimately registered as though it had been prepared by Mr. Berridge, a solicitor; but that gentleman would state that he had never given his authority for his name to be used in the matter. It was under these circumstances that the Crown had felt bound to institute the present proceedings.

Wilkey Wright said he appeared on behalf of the defendant, by whom he was instructed to say that he fully and entirely owned his offence. Had he chosen to contest the facts he would have been able to place a very different complexion upon them from what the learned Attorney-General had done, but the defendant preferred to submit himself to the merciful consideration of the authorities rather than to fight the case. If the defendant were required to pay the full penalty and the cost of these proceedings the result would be absolute ruin to him. Of course, as far as that court was concerned, the defendant could not expect to receive any favour; and the verdict would be taken for the full amount of the penalty; but, inasmuch as the defendant had inadvertently broken the law, he trusted that his present conduct would be accepted as some atonement for his offence, and that his Lordship would say a few words in his favour.

The Attorney-General said that if the defendant could satisfy the Commissioners of Inland Revenue that he had acted from inadvertence they would, no doubt, consider the matter favourably in his behalf.

The defendant then withdrew his plea of "Not guilty" and pleaded "Guilty."

POLLOCK, B., said that neither the Attorney-General nor himself had power to express an opinion on the case, but no doubt the word "inadvertently," which had been used by the learned counsel for the defendant, was the important one in the consideration of the case. No doubt, if the Inland Revenue Commissioners were of opinion that the defendant had committed the offence through inadvertence they would look upon his case favourably.

The jury returned a verdict for the Crown for £50, being the full amount of the penalty.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CHINESE AND INDIAN TEA COMPANY (LIMITED).—Petition for winding-up to be heard Dec. 5 before V.C.M.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF.

BARNARD (Fulke T.), Huntingdon Villa, Clifton, Bristol. Jan. 1; Warty, Robins, and Burges, solicitors, 9, Lincoln's Inn-fields, London. Jan. 15; V.C.H., at twelve o'clock.

BLENKINSOP (Wm.), Linthorpe, Middlesborough, North Riding, York, farmer. Dec. 23; Jos. Dodds, solicitor, Stockton-on-Tees, Durham. Jan. 8; M.R., at eleven o'clock.

BRATTON (Christian F.), Coventry-street, Haymarket, Middlesex, confectioner. Jan. 1; Sharpe and Co., solicitors, 41, Bedford-row, Middlesex. Jan. 11; V.C.H., at twelve o'clock.

FORD (Wm. H.), 1, Great Pulteney-street, Golden-square, Middlesex, hosier and tailor's trimmings seller. Dec. 30; L. Hunter, solicitor, 1, Gresham Buildings, Guildhall, London. Jan. 12; V.C.M., at twelve o'clock.

GIBBS (Thos.), New Brompton, Gillingham, Kent. Dec. 30; Jno. Thos. Frail, solicitor, Rochester, Kent. Jan. 10; V.C.M., at twelve o'clock.

GODFREY (Henry Wm.), Bank House, Hatfield, York, gentleman. Dec. 11; Richard Champney, solicitor, Kingston-upon-Hull. Dec. 22; V.C.M., at twelve o'clock.

GULLIVER (Wm.), Swadlow, Oxford, farmer. Dec. 30; Poole and Hughes, solicitors, 33, Chancery-lane, London. Jan. 10; V.C.M., at twelve o'clock.

HARRIS (Daniel), Longwells Green, Bilton, Gloucester yeoman. Dec. 23; Henry S. Washbrough, solicitor, Bristol. Jan. 10; V.C.M., at twelve o'clock.

HATTON (Thos.), formerly of Bilston, Stafford, agent. Jan. 1; Jos. G. James, solicitor, Bilston. Jan. 13; M.R., at twelve o'clock.

HOMER (Wm. L.), North Shields, Northumberland, master mariner. Dec. 2; Finley, Adamson, and Adamson, solicitors, 99, Howard-street, North Shields. Jan. 11; V.C.H., at twelve o'clock.

KINGHAM (Thirza), 174, Brompton-road, Middlesex, spinster. Jan. 1; Wm. King, solicitor, 11, Queen Victoria-street, London. Jan. 19; V.C.H., at twelve o'clock.

MAYHEW (Augustus S.), 7, Montpelier-row, Twickenham Middlesex, gentleman. Dec. 11; C. H. Compton, solicitor, 13, Great George-street, Westminster. Dec. 22; V.C.M., at twelve o'clock.

PATTON (Jno.), North-end Lodge, Fulham, Middlesex. Dec. 25; Wm. Pitman, solicitor, 27, Nicholas-lane, Lombard-street, London. Jan. 13; V.C.M., at twelve o'clock.

SHIBBS (Francis), High-street, Croydon, Surrey, and of Mason's-bill, Bromley, Kent, grocer and tea dealer. Jan. 1; W. H. Rowland, solicitor, 103, High-street, Croydon, Surrey. Jan. 12; V.C.M., at twelve o'clock.

SIXNOTT (Wm.), Nayland, Suffolk, shipowner. Dec. 22; Brooks, Jenkins, and Co., solicitors, 7, Goddard-street, Doctor's-commons, London. Jan. 10; V.C.B., at twelve o'clock.

TALLEMACH (Matilda), 94, Marylebone-road, Middlesex, spinster. Dec. 31; J. Vincent, solicitor, 10, South-square, Gray's Inn, London. Jan. 1; V.C.H., at twelve o'clock.

TAYLOR (Henry Wm.), 127, Camden-street, Camden-town, Middlesex, carpet planner. Dec. 21; T. J. Holmes, solicitor, 4, Eastcheap, London. Jan. 8; V.C.H., at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALLISON, otherwise Allison (James), late an inmate of the Union Workhouse, Alton, Hants, and formerly of Shirley, near Croydon, Surrey, labourer and wire worker. Aug. 1; Walker, Twyford, Belward, and Whitfield, solicitors, 3, Southampton-street, London, W.C.

BAGWELL (Louisa G.), Portbury, Bristol. Dec. 30; J. W. S. Dix, solicitor, Exchange, Bristol.

BARRILL (Thos.), Keynsham, Somerset, veterinary surgeon. Dec. 15; Fox and Whitlock, solicitors, 35, Corn-street, Bristol.

BARTHELMY (Mary), New-street, Borough-road, Surrey, widow. Jan. 1; Hewitt and Alexander, solicitors, 27, Ely-place, London, E.C.

BAYLIS (Jno. H.), Swansea, Glamorganshire, architect. Jan. 1; Watkins and Co., solicitors, 11, Sackville-street, London.

BENNETT (Fanny), 23, Hunter-street, Brunswick-square, Middlesex, widow. Dec. 30; G. E. Spencer, solicitor, 3, Verulam-buildings, Gray's Inn, London.

BOWERMAN (Richard), Uckfield, Devon, solicitor. Dec. 23; R. Jno. Bowerman, solicitor, 4, Gray's Inn-square, London.

BOYES (Jane), Great Driffield, York, widow. Dec. 30; Arthur H. Jackson, solicitors, Malton, Yorkshire.

BROWN (Peter), Perth, Western Australia, colonial secretary of said colony. Dec. 31; Geo. W. Leak, solicitor, Perth, Western Australia; and Wilkinson and Drew, solicitors, 131, Berners-street, London.

BURTON (Admiral Jas. R.), R.N., 15, Park-square, Middlesex. Dec. 25; Farrar, Overy, and Co., solicitors, 68, Lincoln's Inn-fields, Middlesex.

BUTCHER (Robt. V.), Mare-street, Hackney, Middlesex, butcher. Jan. 6; R. T. Wragg, solicitor, 7, Great St. Helens, London.

CARRER (Rev. Richd. F.), Bowyer, near Fareham, Southampton. Jan. 1; Hellard and Son, solicitors, 132, High-street, Portsmouth.

CLARK (Geo.), Eyre-street, Sheffield, gentleman. Dec. 22; Geo. J. Simpson, solicitor, Wharfedale-chambers, Bank-street, Sheffield.

CLARK (Walter), Rawtheth, Essex, farmer. Jan. 1; E. Woodward, solicitor, 2, Ingram-court, Fenchurch-street, London, and Blicheray, Essex.

COLLYER (Georgina), Masella, near Brentwood, Essex, spinster. Jan. 1; Lawton and Warne, solicitors, Eyo Suffolk.

CRANMER (Jno.), Hunsar Tavern, Great Brook-street, Birmingham, beer retailer and cab proprietor. Jan. 12; J. C. Fowke, solicitor, 47, Ann-street, Birmingham.

CURPHY (Rev. Wm. Thos.), Lodons, Dorset. Jan. 22; Richd. N. Howard, solicitor, East-street, Weymouth, Dorset.

"Katheth", Hoddesdon, Hertford, widow. Jan. 15; Wks. and Phillips, solicitors, Hertford.

DRAKEFIELD (David), formerly of Brookside, Sussex, but late of Elm Grove, Sydenham, Kent, Esq. Dec. 30; Norris, Allen and Carter, solicitors, 20, Bedford-row, London.

DUBOIS (Theodore), Windsor Chambers, Great St. Helens, London, and of Loggan, near Bordeaux, France, wine merchant. Dec. 31; Baker and Nairne, solicitors, 3, Crosby-square, London.

EDBROOK (Harriet, otherwise Harriet), formerly of 3, Cleveland-terrace, Bath, but late Wington, Somerset, spinster. Dec. 30; Wm. E. Perham, solicitor, Wington, near Bristol.

ETTLER (Jno.), formerly of Lord Arden's Arms, New Bond-street, and of the Oxford and Cambridge Store, New Oxford-street, London, and late of Gunley Lodge, Little Ealing, Middlesex. Jan. 1; Fry and Hudson, solicitors, 5 and 6, Hart-street, Mark-lane, London.

FARR (Elisha), Weston, Hertford, farmer. Jan. 31; Samuel Veasey, solicitor, Baldock, Herts.

FAYELL (Jeremiah B.), Sawley-hall, near Ripon, York, Esq. Jan. 19; Stewart and Sons, solicitors, Bank-buildings, Wakefield.

FEIST (Chas. Thos.), 11, Harcombe-road, Stoke Newington, Middlesex, solicitors' clerk. Jan. 1; Chas. Seaman, 32, St. George's-street, Commercial-road, Peckham, London.

FORESHAW (Mary G.), Malseyhampton, widow. Jan. 1; C. W. Lawrence, solicitor, Cirencester.

FORESHAW (Wm.), Malseyhampton, Gloucester, gentleman. Jan. 1; C. W. Lawrence, solicitor, Cirencester.

GRAHAM (Dr. Thos. Jno.), M.D., Epson, Surrey. Jan. 1; Geo. White, solicitor, Court House, Epson.

HARRISON (Lieut. Col. Thos. P.), Barham, near Canterbury, Kent. Feb. 17; Pridaues and Son, solicitors, Goldsmith Hall, London, E.C.

HICKS (Jno.), Sarswich, Kent, auctioneer, cabinet maker, upholsterer, and undertaker. Jan. 31; Thos. Dorman, solicitor, Sandwich.

HUNT (Wm. A.), Teignmouth, Devon, Esq. Jan. 29; Cookson and Co., solicitors, 6, New-square, Lincoln's Inn, London.

JACKSON (Geo.), George House, Vicarage-lane, Stratford, Essex, contractor. Jan. 1; Wilson and Son, solicitors, 68, Basinghall-street, London.

JONES (Mary Ann), Clarence-square, Brighton, Sussex, widow. Dec. 31; Milne, Riddle, and Mellor, solicitors, 2, Harcourt-buildings, Temple, London.

KEMPLEY (Thos.), York, gentleman. Feb. 1; Wm. Walker, solicitor, 18, Lendal, York.

LEWIS (Jno. F.), R.A., Walton-on-Thames, Surrey, Esq. Jan. 1; Hewitt and Alexander, solicitors, 27, Ely-place, Holborn, Middlesex.

LIECH (Thos. C.), Hylton Lodge, North Shields, gentleman. March 1; Liech, Dodd, and Bramwell, solicitors, 22, Howard-street, North Shields.

LOCKYER (Thos.), formerly of Plymouth, afterwards of 20, Grove-street, Liverpool, and late of 41, Brock-road, Everton, near Liverpool, gentleman. Feb. 23; Hooker, Matthews, and Harrison, solicitors, Frankfort-chambers, Plymouth.

LOWE (Alexander), 5, Colville-gardens, Notting-hill, Middlesex, a retired colonel in H.M.'s Madras Engineers. Jan. 1; Bridges and Co., solicitors, 23, Red Lion-square, Middlesex, W.C.

LYND (Anna M.), 6, Bertie-terrace, Leamington, Warwick, spinster. Dec. 23; Meynell and Pemberton, solicitors, 29, Whitehall-place, London.

LYND (Margaret), 6, Bertie-terrace, Leamington, spinster. Dec. 23; Meynell and Pemberton, solicitors, 29, Whitehall-place, London.

LYND (Wm.), Tamworth, Warwick, Esq. Dec. 23; Meynell and Pemberton, solicitors, 29, Whitehall-place, London.

MARKS (Jos.), 7, Tilley-street, Spitalfields, Middlesex, metal merchant. Feb. 10; Saxton and Son, solicitors, 11, Queen Victoria-street, London.

MOS (Alexander), 1, Portland-street, Oxford-street, Middlesex, licensed victualler. Jan. 17; Shuen, Roscoe, and Massey, solicitors, 8, Bedford-row, Holborn.

MORRIS (Richard), Upholland, Lancaster, gentleman. Jan. 1; Scott and Ellis, solicitors, The Arcade, King-street, Wigan.

NAME (Ellen), 25, Orchard-street, St. Dunstan, near Canterbury, spinster. Jan. 27; A. H. Gardner, 3, Bouvier-square, Finsbury, London.

NEDHAM (Anna O.), 27, University-street, Euston-road, Middlesex, spinster. Jan. 6; R. T. Wragg, solicitor, 7, Great St. Helens, London.

ONBARD (Eliza), Cheltenham, spinster. Jan. 30; A. S. Edmunds, solicitor, 11, St. Bride's Avenue, Fleet-street, London.

OXENSHAW (Jno.), formerly of Grendon, Tavistock, Devon, but late of Chester-place, Plymouth, retired yeoman. March 25; J. W. Matthews, solicitor, Frankfort-chambers, Plymouth.

PAGE (Wm. Jas.), Tufnell Arms Hotel, Tufnell-park, Holloway, Middlesex, licensed victualler and cricket bat manufacturer. Jan. 1; Wm. Easton, solicitor, 13, Clifford's Inn, London.

PHILLIPS (Philip), Cefnary, Llywel, Brecon, farmer. Dec. 31; David Thomas, solicitor, High-street, Brecon.

PINTO-LEITE (Mansel), 3, Salter's-hall-court, London, and of 70, Avenue des Champs Elysees, Paris, France, Esq. Jan. 31; E. W. Crosse, solicitor, 7, Lancaster-place, Strand, London.

SHALLIS (Edwin), Ferne Lodge, Lee-road, Kidbrook, Kent, auctioneer. Jan. 1; W. W. Young, solicitor, 13, Newgate-square, London.

STEWART (Elizabeth P.), 2, Camden-villas, Grove-road, South Hackney, widow. Jan. 1; W. W. Young, solicitor, 13, Newgate-square, London.

STRINGER (Thos.), Sandbach, Chester, gentleman. Dec. 30; Arthur H. Thompson, Sandbach.

THOWER (Geo.), Southover, Lewes, brewer and maltster. Jan. 1; Henry Jno. Jones, solicitor, Lewes.

VERDERIA (Rafael), formerly of 7, Jernyn-street, Middlesex, wine merchant, but late of Vineria Lodge, Wellington-road, Hounslow, Middlesex, gentleman. Dec. 31; W. J. Foster, solicitor, 21, Birch-lane, Cornhill, London.

WALLER (Mary), East Bank, Fallowfield, Lancaster, spinster. Feb. 1; Chapman and Co., solicitors, 32, Fountain-street, Manchester.

WALKER (Jno.), Victoria House, King Edward's-road, South Hackney, Middlesex, Esq. Jan. 1; W. W. Young, solicitor, 13, Newgate-square, London.

WARNER (Thornston), formerly of Trinidad, West Indies, but late Garden Reach, Calcutta, West Indies, Esq. Dec. 18; Frank H. Tanner, solicitor, Wimborne-Minster, Dorset.

WHITTON (Jos.), formerly of Barton Villa, Farnworth, but late of Penman, 1, 1; O. Northgraves, solicitor, 91, Bradshaw-gate, Bolton.

#### REPORTS OF SALES.

Wednesday, Nov. 23.

By Messrs. E. WYATT and SOX, at Chichester.  
Three plots of land, containing 5a. 2r. 18p.—sold for £200.

Tuesday, Nov. 23.

By Mr. S. WALKER, at the Mart.  
City of London.—No. 48, Shoe-lane, term 22 years—sold for £1230.

By Mr. J. H. GREEN, at the Mart.

Hammersmith.—No. 16, Bath-terrace, term 30 years—sold for £310.

By Messrs. HARVEY and DAVIES, at the Mart.  
Chelsea.—No. 23, Margaretta-terrace, term 6 years—sold for £310.

By Messrs. CHICKOCK, GALSWORTHY, and COLLIER, at the Mart.  
Portman Estate.—No. 69, Upper Berkeley-street, term 30 years—sold for £220.

By Mr. W. H. MOORE, at the Mart.  
Greenwich.—Freehold ground rent of £25 per annum—sold for £700.

Barnes.—Nos. 1 and 2, Merthyr-terrace, term 2 years—sold for £635.

Poplar.—Nos. 41 to 44, Hebondale-street, term 5 years—sold for £200.

By Messrs. FULLER and FULLER, at the Mart.  
Wheatstone.—Nos. 7 to 15, St. John's-row, No. 6, St. John's-terrace, and the "Three Horse Shoe" house, term 40 years—sold for £1000.

Kentish-town.—Nos. 92 and 94, Islip-street, term 3 years—sold for £240.

By Messrs. HARDS, VAUGHAN, and JENKINS, at the Mart.  
Dorset, Buckland Newton.—The New Inn public-house cottage adjoining, freehold—sold for £750.

By Messrs. J. JACOB and SON, at the Mart.  
Islington, Essex-road.—The lease and goodwill of "Old Queen's Head," term 24 years—sold for £200.

By Messrs. MARKS and WALKER, at the Mart.  
Great Doyers-street.—The lease and goodwill of "The House," term 20 years—sold for £2800.

#### LAW STUDENTS' JOURNAL.

Inquiries, as to the several Examinations, to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to the out and renewal of annual certificates, should be addressed to the Editor (Students' Department).

THE following lectures and classes are open to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during ensuing week: Monday, Conveyancing (10 to 6 o'clock p.m.); Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Equity, 6 to 8 p.m. Subscribers are not admitted to the after the lectures have commenced.

THE next preliminary examination will be held in the Hall of the Incorporated Law Society, various provincial towns on the 21st and 22nd Feb. in the ensuing year.

WHERE articles expire between the 10th and 15th April 1877, candidates may be called Jan. 1877, or, of course, at any subsequent date.

IN case of the death of a principal dupes fresh articles should always be entered up out of loss of time. The time which elapses between the day of the death of the principal and the date of fresh articles being called does not count, so that the further articles be for a time sufficient to make up for the service, as well as for the unexpired term of original articles of clerkship.

AN examination certificate is only available on admission on the roll of the Supreme Court six months from its date, and must otherwise specially enlarged by an order of the Master of the Rolls, which should be applied for at the Bag Office.

ARTICLES of clerkship, or assignments of a clerkship, dated on any day during Dec. must be enrolled and registered at the Bag Office on or before the same days in the June next, and when articles or assignments required to be, and are, enrolled and registered any day during the month of December, they be produced and entered at the Law Office or before the same day of the month of next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 24 Vict. c. 127, s. 7. Failure to comply with statutory requirements often entails a loss of time upon article students.

**BRADFORD LAW STUDENTS' SOCIETY.**  
THE annual dinner in connection with the Bradford Law Students' Society was held on 1 evening, 13th Nov., at Leuchter's Restaurant. Mr. W. T. S. Daniel, Q.C., the president of the society, occupied the chair, and among present were Mr. Wheelhouse, M.P., Mr. Tindal Atkinson, Mr. George Robinson (Clerk of the Bradford County Court), Mr. McGowen (Town Clerk), Alderman T. H. F. Killick, Mr. S. Robinson, Mr. W. G. and Mr. J. G. Hutchinson. At the close of the feast, which was served in Mr. Leuchter's best style, the usual loyal toasts were given and duly responded to.

The President, in moving "Our President," said that he would revert for a few moments to the position of the Profession at the present time. He had himself probably been a member of the Profession longer than any man in the room was entering on the fifty-third year since he became an article clerk. He began on the steps of the ladder, and though he had mounted very high, it had always been his



to stand steady and firm on every step that took, not caring about a rapid flight upwards such as being quite sure and firm where he was. It had always been his fond desire—some might call it a Quixotic notion—that the Profession should be made of such a character that its practitioners should become objects not of respect but of confidence, that it should be thought a singular and an extraordinary thing that a man should have for his epitaph, "Here lies an honest lawyer," but that the Profession should be so conducted from the highest to the lowest that, making all allowance for conventional distinctions between the highest judge and the humblest practitioner, the same feeling of respect should be felt by all who came within the sphere of the one or the influence of the other. He eyed such a state of things as capable of being realised. If it could be realised by one individual there was no limit to the number of individuals by whom it might be realised, and as the character of the bulk depended on the character of the individual grains of which it was composed, if each individual was good, the bulk must be good too. He said then, to his younger friends who were present, and whose arrests they were met more particularly to serve, that the Profession was now, as it were, in a transition state in this respect, that the almost naive social distinctions which existed between one branch and the other were dying away, that the difference in social status between the one and the other had almost, if not entirely, ceased. In London, the centre of prejudice and intimate adherence to that which was old, whether it was valuable or not, these distinctions had to a great extent given way. He would recommend to young friends, without relaxing to any extent their diligence in the discharge of their special duties at the present, to look onwards and upwards. The late meeting of the Incorporated Law Society at Oxford suggested views to the article which he held throughout the country which they ought to consider, and, if they could, to take advantage of by combining with the study of the practical part of their profession the cultivation of a more liberal education. Don't let them think of confining themselves to books of practice or to cases on law; let them make themselves familiar with science in its various forms. He supported the suggestion that had been made that a term of five years should be shortened to three in favour of students who could pass proper examinations at Oxford or Cambridge. It was by proving themselves in those branches of knowledge which were distinct from the practice of their profession that the younger members could separate themselves for obtaining equality in social position with the members of the Bar. He did not wish to suggest the notion that there could be no distinction, but his notion was that no distinction should be simply that which arose from the difference between advocacy and practice, and that facilities should be given by the House of Court, who had the power of calling persons to the Bar, and by the regulations of the Incorporated Law Society, who had the privilege of granting certificates of fitness for admission to a roll of solicitors—that facilities should be given of such a character on both sides that if young men desired to become members of the Bar, and when they had attained to that position and that circumstances caused them to desire to degrade themselves or to go lower, but to rise from the one branch of the profession to the other, the means of transition should be easy. On the other hand, he desired to see that if a man became a solicitor, and he found that he had powers within him which would enable him to be the branch of advocacy in preference to that of agency, greater facilities than now existed should be provided for the passage from the one branch to the other. The regulations were at present such that very few men would undergo any disadvantages. Instances had occasionally occurred, as that of Mr. Field, formerly the junior partner in a firm of solicitors in London, and that of Mr. Manisty, who was articled in Newcastle, and who also afterwards became a junior member of a firm of solicitors in London, which showed that sometimes men were able to rise from the one branch of the profession to the highest position in the other. He very little doubted, if the transition was rendered more easy, that a greater number of such cases would occur, because, he did not hesitate to say that a solicitor's office, where the business was conducted by men of experience, men of principle, and men of honour, was the very best school in which a man could gain, for the purpose of qualifying himself to attain to the very highest position at the Bar. Mr. J. T. Last, in proposing the toast of "The President," said that the success of a society such as theirs depended in a large measure on the support it received from gentlemen of position in the Profession. In this respect the Bradford Law Students' Society was greatly favoured in having its respected County Court judge as its president. The society in a great degree owed its

success to his presidency and support; he was always ready to assist the members of the society in every way in his power, and the members of the society were proud to have such a gentleman at their head. The toast having been drunk with musical honours and "three times three,"

The President, in responding, asked whether, if it should fall to his lot on the following day to hear a case in which some of those present should think his decision was wrong, and that he had been very obstinate and determined to have his own way, he would be "a jolly good fellow" then? Apart from all joking, however, he did not think that he had done anything beyond what was necessarily involved in that which he had undertaken when they had conferred on him the distinction of being the president of their society. They would allow him to say, however, that the one object of his ambition had been to try to satisfy the public and the Profession within the area in which he lived that it was possible for a judge to reside amongst those who were subject to his jurisdiction, and yet to retain their respect. One of the greatest objections urged by people who lived in the narrow sphere of London—for London, notwithstanding its numbers, was really a little place, where opinion moved in certain small grooves and circles—was that justice could not be administered in the manner in which it ought to be administered by a judge living in the midst of those who were subject to his jurisdiction; that he must get prejudices; that there would be sure to be some influence exercised by gentlemen whose hospitality he enjoyed; and that it was impossible for a judge of an inferior court to have the proper status with the Profession. In London he knew that this was the notion, and when he went up to London twice a year to take his seat at Lincoln's Inn, he could not help feeling that there was a want of respect, because it was thought that he had stepped down by accepting the position which he held. That was not his notion; he thought it had been a step upwards. He felt that if a man did his duty in that position, with all the disadvantages of a want of social position and a supposed professional degradation, that he was rising in his profession, and not falling. He believed that it was possible for a man to do his duty, and he owed a debt to those who had enabled him to feel that he was able to live among them, and to decide against them; to receive their hospitality and yet be one of them, and yet in his seat of judgment to have respect paid to him.

Mr. Hird proposed "The Vice-Presidents," which was acknowledged by Mr. W. T. McGowen, who congratulated their president on his having been removed from the "little sphere" of London to a district where his usefulness was far greater than it could have been if he had been appointed to a higher position in the metropolis. Speaking to the younger members of the Profession who were present, he reminded them that though their profession was not a profitable one, it was an honourable one; and one thing they could be sure of, that they never need have an idle hour on their hands, because there was not a man living who knew the law of England from beginning to end.

The Secretary (Mr. J. K. Holmes) read the report of the society for the past session, which stated that the interest awakened upon the society's formation had been fully maintained was proved by the continued attendance of old members, by the increased number of members, and by the practical work accomplished. The society's early struggles into existence had been safely passed, and it now presented every promise of vitality. In November last, the society joined the United Law Students' Society, and, by the union thereby effected, members of the former society were entitled to become members of the latter, without election or payment of entrance fees. They might also join the Legal Correspondence Department of that society without entrance fee. Full particulars might be obtained of the secretary, who received regularly the circular and other papers of the United Law Students' Society, which were open to the inspection of members. There had not been many changes among the officers of the society during the past session, but still there had been a few, of which the following are the most important:—Mr. Thomas Senior had been appointed a vice-president of the society, in the place of the late Mr. Joseph Dawson. It was also found necessary to appoint a librarian, and Mr. Barlow was elected to that post. In consequence of the successful efforts which were made to induce members to join the society at its commencement, it could hardly have been expected that any increase would occur in number during the second year. It was the more gratifying to be able to announce that the list of 1876 comprised two more names than did that of 1875, the numbers for those years being eighty-four and eighty-two respectively, of whom fifty-nine were honorary members and twenty-five ordinary members. Eighteen meetings had been held during the past session, at which nine legal and seven jurispru-

dential or social questions had been debated, and several motions passed in connection with the constitution of the society. The average attendance at each meeting had been fifteen, and the average number of speakers at each meeting, six. The lively interest shown by the honorary members in the society was evidenced by the fact that twelve of the above meetings had been presided over by honorary members, who, whilst their presence had been very encouraging to the students, thus showing an appreciation of the labours of the latter, had also materially assisted them in acquiring an accurate knowledge of the law, and helped them in rightly deciding the several matters under discussion. In November last Mr. J. Tanner Ray offered a prize of the value of £5 5s. to the author of the best essay on a subject to be chosen by the president, with whom was to be left the decision as to the merits of the essays sent in. The subject chosen by him was as follows: "The law of fraudulent preference as depending on the Bankruptcy Act 1869, and its comparative advantages and disadvantages to debtors and creditors." The society also offered a prize of the value of £2 10s. to the author of the second best essay on the same subject. The president having given his decision, it was arranged that the prizes should be distributed by him at the last meeting but one of the session; and on that occasion (17th May), in making the presentation, Mr. Daniel observed that he was glad to see the amount of diligence, the attentive reading, and the careful attention that had been given by those gentlemen who had sent in papers for the competition for the prizes. Mr. W. H. Clough, articled to Messrs. Terry and Robinson was awarded the first honorary member's prize, consisting of Smith's Compendium of Real and Personal Property, and Dart's Vendors and Purchasers. Mr. C. J. Vint, articled to Messrs. Wood and Killick, was awarded the second (Society's) prize, consisting of Wharton's Law Lexicon, and Smith's Manual of Equity. The committee sincerely regretted that there were only four competitors, and hoped that the members would more fully show their appreciation of the kindness of the honorary members in forwarding the interests of the society by competing in larger numbers for the prize which Mr. Dickons had kindly offered for competition during the next session. The committee felt that the sincerest thanks of the society were due to the President, not only for his careful and painstaking consideration of the essays, and for his more than kindness in presenting two extra prizes, but also for the uniform interest which he had always shown in the society and its welfare. The following members had passed the Incorporated Law Society's examinations since the issue of the last report—viz., Mr. H. Saville, articled to Messrs. Yewdall and Son, intermediate; Mr. C. H. Douthwaite, articled to Mr. George Curry, final; Mr. W. Tunncliffe, articled to Messrs. Peel and Gaunt, final. The late session concluded with the trial of an imaginary action at Nisi Prius, for breach of contract, before Mr. J. H. Wade, as judge, and a special jury, consisting of the members present on the occasion and not otherwise engaged in the case. The trial was looked forward to with much interest by the society, and brought together the largest meeting of the session. It was as successful as any innovation can expect to be, and the committee suggested that it should be made the annual ending of each session. There were at present fifteen works in the library, mostly text books and guides. Since the opening of the library in Nov. last, there had been seventy issues of books. Taking into consideration that there were only fifteen works in the library, it might be said that it had been very extensively used, and if enlarged would doubtless add to the success of the society. The committee had to thank Mr. T. Spink for his generous offer to lend books to the society. The committee had pleasure in reporting that the finances were in a flourishing condition. The expenditure had been £50 3s. 7½d., and the receipts £53 1s. 6d., thus making, with the surplus of last year, a balance of £62 1s. 10d. In conclusion, the committee trusted that the society might continue to deserve the support, both pecuniary and otherwise, which had been so lavishly bestowed upon it; and that the ordinary members would take care to lay hold of every opportunity for advancement in knowledge which the society held out to them.

#### BRIGHTON AND SUSSEX LAW STUDENTS' SOCIETY.

A MEETING of law students was held in the Mayor's room, Town Hall, Brighton, on Monday evening last. Present, Messrs. Booth, Boxall, Buckwell, Fabling, Goldsmid, Nye, Phillips, Pope, Smithurst, and Stuckey, to consider the desirability of forming a Society of Law Students in Brighton. Mr. Schneider was voted to the chair, and after discussion it was resolved to establish a Law Students' Society for gentlemen articled to solicitors in Brighton, and that gentlemen articled



to solicitors practising in any other part of the county should be eligible for election. Mr. Bacon Phillips was elected hon. treasurer, and Mr. Booth hon. secretary. An executive committee consisting of Messrs. Boxall, Phillips, Schneider, and Stuckey was elected to arrange preliminaries and prepare a draft of the rules. After passing a vote of thanks to his Worship the Mayor, for allowing the use of his room the meeting was adjourned to Monday next at eight o'clock.

#### DUBLIN LAW STUDENTS' DEBATING SOCIETY.

A general meeting of the society was held in the Lecture Hall, King's Inns, on Monday evening, 27th November, when the following subject was debated: "That the recent action of Mr. Gladstone deserves our approval." (What "recent action" is referred to does not appear.)

#### HULL LAW STUDENTS' SOCIETY.

At an ordinary meeting of the society, held on Tuesday, 28th Nov. 1876, Mr. Lambert (in the absence of the appointed chairman) in the chair, the following point was discussed: "Articles of food are supplied by a victualler to B. by order, and at the expense of A. The food is bad, and injures B.'s health. Can B. sue the victualler?" The voting was in favour of the negative.

#### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution on Tuesday evening last, Mr. C. A. Betts in the chair, the question discussed was: "Is it desirable that in criminal cases the accused person should be competent to give evidence?" Mr. S. Garrett, B.A., opened the debate by supporting the affirmative, and after a good and animated, though rather short, discussion, the society came to a decision for the negative by a majority of one.

#### LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE fifth meeting of this association for the session 1876-77, was held in the Law Library, Cook-street, on Monday, the 27th Nov., E. H. Bleas, Esq., in the chair. The following was the subject for discussion: "A. is seized with two closes of land B. and C.; a house is erected on C., the eaves of which overhang B., A. sells B. to D., and afterwards C. to F.; can D. compel F. to remove the eaves?" Mr. Melhuish opened in the negative, and was followed by Mr. Thompson in the affirmative. An animated discussion ensued in which Messrs. Sparrow, Collins, Norton, Pride, and Rogers, joined. Mr. Melhuish having replied, the question was put to the meeting, and decided in the negative by a majority of five. There were twenty-three members present.

#### THE MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE second ordinary meeting of the above society was held on Tuesday evening, 21st Nov., at the Law Library, Cross-street Chambers. The chair was taken by Joseph Maghull Yates, Esq., B.A., barrister-at-law. The subject for discussion was as follows: "A., whose business it is to let out barges for hire for the conveyance of goods—he providing the necessary crew, but the hirer having in each case to fix the points of the barges' arrival and departure—lets a barge to B. to carry a cargo from M. to N. On the passage a portion of the cargo is, without any negligence on the part of A. or his servants, damaged by water. Is A. liable as a common carrier for such loss?"

The following members were present: Messrs. Farrington, Simpson, Hampeon, Higham, Hislop, Wilde, E. Hewitt, Etheridge, A. Walmsley, W. Slater, Lawson, Watts, Barlow, Openshaw, Napier, Attkins, Hardman, Sykes, Flower, Jones, Wallis, Richardson, Williams, and the secretary.

Mr. Barlow opened the discussion in the affirmative, referring to *Lyon v. Melis*, but relied chiefly on the decision in *Liver Alkali Company v. Johnson*, which he contended was not affected by *Nugent v. Smith*, where the peculiar character of the article carried was the ground of decision.

The Honorary Secretary (Mr. Philip Casper) followed on the part of the negative, and remarked that *Lyon v. Melis* was not directly applicable, because in that case there was admitted negligence, whereas in the case before the meeting no negligence was admitted or shown. He also based his arguments on the presumption that there was a special contract in the case arising from the nature of the transaction.

Mr. Sykes supported Mr. Barlow, quoting the case of *Liver v. Drury* (8 Ex. 166) to prove that the bargeowner must come under the denomination of a general carrier.

Mr. Flower followed in the negative, referring to *Saury on Bailments*, s. 301, and to *Brind v. Moon & R. S.*, wherein it was decided

that a town carrier who did not carry for everybody generally was not a common carrier.

Mr. Watts, in the absence of Mr. Smith, supported the affirmative, quoting *Rich v. Kneeland* (Cro. Jac. 330), and was followed by Mr. Hislop in the negative.

Mr. Barlow replied on all the arguments.

After the meeting had been severally addressed by Messrs. Lawson, Hampson, and Atkins in the affirmative, and Messrs. Hardman and Simpson in the negative, the Chairman proceeded to sum up the arguments brought forward, and explained that in olden times the liability of common carriers was extended to that of insurers, in order to prevent collusion between the carrier and third persons.

On the question being put to the meeting, fourteen members voted in the affirmative and ten in the negative, the point being thus carried by a majority of four votes.

Mr. Arthur Ellis, solicitor, of Burslem, was duly elected an honorary member of the society.

A vote of thanks to the chairman, proposed by Mr. Watts, seconded by Mr. Lawson, and responded to, concluded the proceedings.

#### PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

At a special meeting held at the Athenaeum, Plymouth on the 24th inst., a draft of the proposed new rules was laid before the society by the revision committee. After a long debate the further consideration of the rules was adjourned.

#### UNITED LAW STUDENTS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday evening, the 22nd Nov. Mr. Dowson opened the subject for the evening's debate, viz., "That there is not sufficient evidence to justify a belief in ghosts or spiritualism." The motion gave rise to an animated discussion, and was in the end carried by a majority of nine. Thirty members were present. At the meeting to be held next week the following subject will be discussed: "That it is desirable to abolish all restriction on the sale of intoxicating liquors." To be supported by Messrs. Simpson and Mayle; to be opposed by Messrs. Seely and Merton.

Another meeting was held at Clement's-inn Hall on Wednesday, 29th Nov. 1876. Mr. Shirley Shirley, B.A., in the chair. Mr. W. Simpson opened the question for debate, viz.: "That it is desirable to abolish all Restrictions on the Sale of Intoxicating Liquors." The negative was carried by a considerable majority. Twenty-seven members were present. At next week's meeting the following adjourned debate will be further discussed: "That the Learned Professions should be open to Women."

#### Queries.

READING FOR THE FINAL.—I shall be much obliged if you will inform me which are the best books to read for the final in the three essential subjects, so as to ensure a pass?

[Among the books which should be read and studied are: Stephen's Commentaries, Williams' Real and Williams' Personal Property, Smith's Action at Law (last edition), Smith's Manual of Common Law, Smith's Manual of Equity, The Judicature Acts and Rules, The Common Law Procedure Acts, Smith's Equity Manual.—Ed.]

FINAL EXAMINATION.—Will you please inform me when I can present myself for the Final Examination, my articles expiring on the 29th July, 1877?

[If of age, in June 1877.—Ed.]

—I was articulated on the 8th June, 1873, for five years; when can I go up for my Final? I think there is an examination in April, but do not know the day; can I go in for that?

[Not till June 1877.—Ed.]

—I was articulated on the 27th Oct., 1873, for five years, kindly inform me the earliest time at which I can present myself for the above examination?

[June 1878.—Ed.]

ARTICLED CLERKS AND THE LONDON UNIVERSITY.—In your issue of the 24th ult. (Solicitors' Journal), you mention that the London University offers facilities for articled clerks taking degrees in law. Does that University allow the preliminary examination to stand in the room of the matriculation? I always understood that they required the matriculation to be passed by everybody before examination for degrees.

—You are correct in your view on the particular point.—Ed.]

J. HUNTER, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BRACE'S NERVINE a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as invaluable to all who suffer from toothache."—Adv.

#### MAGISTRATES' LAW.

##### THE DIVIDED PARISHES AND POOR LAW AMENDMENT ACT 1876.

THE 34TH SECTION OF THE 39 & 40 VICT. c. 61 IN a former number we drew attention to the 34th section of "The Divided Parishes and Poor Law Amendment Act 1876," which gives a settlement in the shape of a three years' tenuous residence in a union. The words of the section, it will be observed, are, "where a person shall have resided for the term of three years in any parish, in such manner and at such circumstances in each of such years, would, in accordance with the several statutes that behalf, render him irremovable, he shall be deemed to be settled therein until he shall acquire a settlement in some other parish by a licence or otherwise," and in considering this question we came to the conclusion that when a settlement was once acquired it remained operation until another like settlement was required, and this, notwithstanding he may be removed from the parish or union, and no longer have retained his residence there. If this section, however, a far more important question arises, namely, whether or not this settlement can be acquired only in future? In judgment of many, the section has reference to a three years' residence enjoyed only after passing of the Act; whilst in that of others it confers a settlement upon all who at the time its passing had fulfilled the condition of three years' residence. This difference of opinion serves a careful consideration, for it is observed; that if the former view of the scope of the section be the correct one, the section be altogether inoperative for the next three years.

Upon mature reflection we have come to the opinion that the section operates at once on three years' residence, and, therefore, at this time a party chargeable has resided tinnously for three years in a parish or union has acquired a settlement under the section.

A graver question, however, arises, as to whether or not, where at this time, a pauper is not in the parish of a former three years' residence such former three years' residence can be to be within the terms of the statute. Let us suppose that during the year 1873 and two years a pauper had resided continuously in the parish of the union of A., and that in the year 1876 he had resided in a parish in the union of B., and there become chargeable—order of removal be made for his removal from the union of A. as being the union in which his settlement was included by virtue of his three years' residence? The terms of the statute are, "where any person shall have resided for the term of three years in any parish," &c. words clearly indicate a past residence; they have been, "where any person shall have resided for the term of three years," &c. a future residence would obviously alone confer the settlement. We can, moreover, see no good reason in the Legislature, when making such radical changes in the law of parochial settlement, as it does in a single section, the derivative settlements, should not at once upon all, this new settlement. No injury be done to any parties by such an interpretation, but on the contrary, the obvious object of the Legislature will be promoted.

The question must shortly come under consideration of the Queen's Bench Division until then it will no doubt give rise to diversity of opinion.

#### LICENSING ACTS—BREWSTER SESSIONS.

WE have received the following from Mr. Smith, J.P. for Gloucestershire:

The numbers of LAW TIMES for the 23rd and 30th Sept., 1876, contain four on the above subject. No. 1 having reference to "The new licence;" No. 2, to renewal of a licence; No. 3, to "The trade licence;" and No. 4, to "Confirmation peals." They are all exceedingly well written; useful; but in some parts they are somewhat not quite accurate or correct.

No. 1 begins: "The general annual meeting, commonly called 'Brewster Sessions,' that is, the 'Brewster Sessions,' with the articles are headed, are identical 'General annual licensing meetings' section 1 of the Alehouse Act, 1823, only; and, therefore, the expression applicable to any of the 'Special sessions' appointed under section 4 of that Act, namely 'Petty sessions.' This must be mind in considering some of the following provisions.

In No. 2 it is said, that under the Act the holder of a licence had not the least a title to ask for a "renewal," that occurring in the Act. But it is apparent section 1 gave that right by implication

the "The general annual licensing meeting" be holden for the purpose of granting licences to persons keeping or being about to keep a house, and the former expression necessarily refers to a person already licensed, which therefore means a renewal.

The effect of *Reg. v. Rowell* is not accurately stated. The question was really whether, under the circumstances of that case, the justices had authority to refuse the grant of a beerhouse licence, notwithstanding sect. 19 of the Act of 1872. And the court held not only that they had jurisdiction, but it was very doubtful whether they had jurisdiction to entertain the application—licences having expired.

Section 3 states very correctly that transfers of cases are made under ss. 4, 14 of the above Act at "special sessions." But, as already served, "special sessions," are not "brewster sessions," and it is clear, from the definition of a transfer of a licence, as contained in sect. 72 of the Act of 1872, that it can only be made "in special sessions," under ss. 4, 14 of 1872—the sum to the contrary in Messrs. Lely and Clarke's work on the Licensing Acts, 2nd ed., p. 207 notwithstanding.

The power to grant licences under sect. 1 of the Act is clearly limited to new licences and renewals, whereas that contained in sect. 4 applies "is limited to persons intending to keep inns, and theretofore kept by other persons," the two being altogether separate and distinct, and being an acknowledged rule that where there is express power none can arise by implication.

Therefore, No. 3 was intended to infer that a transfer of a licence can be made at "Brewster sessions," it is considered to be erroneous; and it were not, it ought not to have been put forward as a heading.

The same error occurs as to *Reg. v. Powell*. The reference to 5 & 6 Vict. c. 44, is not accurate. Justices in petty sessions are not thereby empowered to transfer a licence until a special session. Their power is confined to giving an independent authority to a person to whom a licence is intended to be transferred, to carry on a business without a licence, until the then next special session.

By sect. 27 of 1828 a right of appeal is given to a person who is aggrieved by any act of any justice in or concerning the execution of that Act. Surely the grant of a transfer licence is as much an act of justices under that Act as the refusal would be. All the cases on that question (see cited) show that if the party who opposes a grant be really and substantially aggrieved by the grant, he may appeal to quarter sessions.

In *Reg. v. Justices of Middlesex*, the excise case had not expired; and therefore it was the court held that the justices in special session had jurisdiction to grant a transfer licence to a new tenant, notwithstanding the refusal of the Brewster Sessions to grant a renewal to the present tenant.

In *Reg. v. Taylor* the facts were exactly the same as in the *Middlesex* case, except that in the latter, the application for a renewal had been made by the outgoing tenant (being the only person to whom a renewal could be granted), and in *Reg. v. Taylor* it was made by the new tenant, *suo suo*, and without any previous transfer to him. In all that the court held was that under those circumstances Taylor was not entitled to a grant under sect. 14, as in the case of the old tenant being omitted or neglected to apply for a renewal.

In *Claydon v. Green* there was, in fact, no licence on the day on which the purchase was to have been completed; and the decision is, simply, that the purchaser was not bound to accept a new licence that had since been granted to another party, in lieu of a transfer of the licence which he had contracted.

No. 4 the same question is repeated as to the right to appeal against the grant of a licence as is done in No. 3, but with less confidence. "There must be no appeal. We do not believe that question has been raised since 1872, but we line to think that he who opposes a renewal must make out his case before the justices below, and has no *locus standi* in quarter sessions." No reason is given for that opinion, and, as before observed, all the cases are against it. *Reg. v. Deane* (2 Q. B. 96); *Reg. v. Justices of Cheshire* (11 A. & E. 139); *Reg. v. Justices of Middlesex* (3 B. & Adol. 938); *Winn v. Wismann* (L. Rep. Ex. 292; 38 L. J. 200 Ex.); see *Davies v. Douglas* (38 L. J. 193, M. C.; 23 P. 135); 1872 forms no dividing line, as suggested. The appeals are still, as formerly, made under sect. 27 of 1828; and, as noticed in No. 2, sect. 42 of the Act of 1872, preserves and continues the law as to renewals just as it was before, subject to appeal to quarter sessions.

The 19th section of the Judicature Act 1873, has no reference to licensing cases, unless they have previously brought under the cognizance of the High Court of Justice, or a judge thereof.

The case referred to at the end as "not reported" is *Reg. v. Justices of Birmingham* (40 J. P. 132).

There is no appeal to quarter sessions respecting the grant, renewal, or transfer of beerhouse certificates. As to new certificates, sect. 27 of 1874 is conclusive. As to transfers, if, according to *R. v. Smith* (alias *R. v. Southport Justices*) sect. 27 of 1828 had been inserted in *ipsis verbis* in sect. 8 of 1869, it would only have given an appeal from acts of justices in or concerning the execution of that Act—the Act of 1869. Transfers are not made under that Act, but under 1870. Therefore, the appeal so given would not apply to transfers. As to renewals, the appeal was given by means of sect. 27 of the Act of 1828 being incorporated in sect. 8 of 1869, by the words "and as to appear from any act of any justice." Sect. 27 of 1828 is the only enactment to which sect. 27 of 1874 can refer as "a repealed enactment." Therefore the incorporation of that repealed enactment, as so made, was repealed by sect. 27 of 1874, and sect. 8 of 1869 must be read as if no such incorporation had ever been made.

So there is now no enactment that gives any right of appeal to quarter sessions from any Act of any justice in relation to the grant or refusal of beerhouse certificates, whether new, renewal, or transfer.

## REAL PROPERTY AND CONVEYANCING.

### NOTES OF NEW DECISIONS.

**LEASE—CONSTRUCTION OF—LEASE AND COUNTERPART—HABENDUM AND REDDENDUM.**—Where the habendum of a lease differs from the reddendum as to the duration of the term, the statement in the habendum must prevail. So even where the counterpart of the lease confirms the reddendum and contradicts the habendum. In the habendum of a lease granted in 1784, the term was expressed to be for ninety-four and a quarter years, whilst in the reddendum it was for ninety-one and a quarter years, and in the counterpart it was expressed, both in the reddendum and habendum, to be for ninety-one and a quarter years. Held, that as between the assignee of the reversion and the assignee of the lease there could be no reformation of the lease, even if the circumstances under which the lease was executed showed that the intention of the parties was that it should be a lease for ninety-one and a quarter years, but that the habendum must prevail and the lease be regarded as one for ninety-four and a quarter years: (*Bushell v. Clark*, 35 L. T. Rep. N. S. 372, C. P.)

**PAYMENT OF TESTATOR'S DEBTS—MARSHALLING OF ASSETS—PECUUNIARY LEGATEES—RESIDUARY DEVISEES.**—The rule laid down by Lord Chelmsford in *Hensman v. Fryer* (17 L. T. Rep. N. S. 394; L. Rep. Ch. 420), that when the residuary personal estate of a testator is insufficient for the payment of debts, the residuary devisees must contribute ratably with the pecuniary legatees, is at variance with the settled rule of the court. The pecuniary legacies must be exhausted before the residuary devise is charged. That case not followed. *Mirrehouse v. Scarfe* (2 My. & Cr. 695), *Collins v. Lewis* (L. Rep. 8 Eq. 708), *Dugdale v. Dugdale* (27 L. T. Rep. N. S. 705; L. Rep. 14 Eq. 234), and *Tomkins v. Colthurst* (1 L. Rep. Ch. D. 626) followed: (*Farquharson v. Floyer*, 35 L. T. Rep. N. S. 355, Chan. Div.)

**BILL OF SALE—AFFIDAVIT FILED ON REGISTRATION.**—The affidavit filed on registering a bill of sale, which latter was executed and bore date on the 17th Feb., 1876, stated that the bill of sale "was given on the day on which it bore date," and further stated that it was executed and bore date on the "17th Feb. 1806." It then proceeded to state the residence and occupation of the attesting witness as follows, a clerk at No. 43, Lombard-street, and it gave also his domestic residence at another address. Objections having been taken to the validity of the bill of sale by reason of the affidavit containing an erroneous statement of the date of the bill of sale, and an insufficient description of the occupation of the attesting witness as a "clerk." Held by the court (Cookburn, C.J., and Pollock, B.) first, that "1806" was an obvious and palpable clerical error for "1876," the means of correcting which were afforded in the affidavits, which stated that the bill of sale was given on the day it bore date, so that no creditor could be misled thereby; and that on the principle of "*Utile per inutile non vitiatur*" the bill of sale was not invalidated by such clerical error. Secondly, that the description of the occupation of the attesting witness as a "clerk," being true, and his residence being also correctly given was a sufficient description of such "occupation." (*Lamb v. Bruce*; *Duggan v. the Same*; *Cooper v. the Same*, 35 L. T. Rep. N. S. 425, Ex. Div.)

## LEGAL NEWS.

Mr. S. D. WADDY, Q.C., M.P. for Barnstaple, and Mr. P. C. GATES, Q.C., have been elected Benchers of the Hon. Society of the Inner Temple, in place of Mr. H. W. Cole, Q.C., and Mr. P. A. Pickering, Q.C., deceased.

The prize of £20 offered by Archdeacon Hessey, preacher to Gray's-inn, to the student of that society who shall pass the best examination in the first book of Hooker's "*Ecclesiastical Polity*," and Butler's "*Sermons on Human Nature*," has been gained by Mr. Ernest C. Thomas, B.A. (and scholar) of Trinity College, Oxford. Mr. Thomas is also "Bacon" scholar (1875) of his inn.

A CASE was called on on Thursday in the Court of Appeal, when it appeared that, although it was impossible for the court to deal with it unless they had the evidence before them, no copy of the judge's notes at the trial was forthcoming, none having been bespoken by the solicitor for the appellants. Lord Justice Mellish, in ordering the case to be adjourned for the production of the notes, commented on the frequency of similar cases of neglect of duty on the part of solicitors, who ought by this time to know the rules laid down in such cases.

**AWFUL NEWS FOR ARTICLED CLERKS.**—A correspondent writes: "In some pleasant papers, entitled 'Recollections of Writers,' contributed to the *Gentleman's Magazine* by Mr. and Mrs. Cowden Clarke, occurs the following passage, relative to the career of Mr. Clarke's father:—'As a youth he was articled to a lawyer, at Northampton; but from the first he felt a growing repugnance to the Profession, and this repugnance was brought to unbearable excess by having to spend one whole night in seeking a substitute for performing the duty which devolved upon him, from the sheriff's unwillingness to fulfil the absent executioner's office of hanging a culprit condemned to die on the following morning.' After forty-five years' practice as a solicitor, this comes to me as rather startling intelligence. The duty above referred to must have been construed to come under that clause in the articles, 'his master's lawful commands everywhere gladly do;' but I fancy Mr. Clarke did not quite like the adverb in it! Truly the ignorance of literary men as to law and lawyers is something astounding!"

**WAREHAM, DORSET, NOV. 25.**—At a special meeting of the Mayor and capital burgesses, in whom the election is vested, held this morning, Mr. Freeland Filliter, of St. Martin's House, Wareham, solicitor, was unanimously appointed recorder under the charter granted to the town by Queen Anne, in the place of the late Oliver William Farrer, deceased, and whose obituary lately appeared in our columns. The present new recorder's predecessors have all been barristers, except in the case of Mr. Thomas Bartlett, an influential solicitor of the town, who was recorder for some years, being eligible as such under the charter. Those who have held the office before Mr. Filliter, included—besides Mr. Farrer—the Right Honourable Nathaniel Bond, a leading barrister in the Western Circuit of his day, and who also held the important office of Judge Advocate-General under Geo. III. and the beginning of the reign of Geo. IV., besides several others, members of this ancient family, well known and respected in this part of Dorsetshire. The recorder's duties now are chiefly the useful ones of an official justice of the peace for the borough, as much of the original jurisdiction conferred by the charter has become obsolete and transferred to the county quarter sessions, and County Court for the Wareham district. This corporation has lately appeared before the Municipal Corporation Commissioners, sitting at 2, Victoria-street, Westminster, under very favourable circumstances.

**MIDDLE TEMPLE.**—On the Grand day of Michaelmas term, the Benchers of the Middle Temple, according to custom, entertained several of Her Majesty's Judges and other distinguished guests at dinner in their ancient hall. There was a large attendance of barristers and students. The treasurer (Mr. J. J. Powell, Q.C.) presided, and the guests included the Rev. Dr. Vaughan, Master of the Temple, the Earl of Carnarvon, Lord Coleridge, Sir George Bramwell, Vice-Chancellor Malins, Mr. Justice Manisty, the Treasurer of Gray's-inn, the Treasurer of New-inn, Master Brewer, the Rev. Alfred Ainger, Reader at the Temple Church, Mr. Park Nelson, and Mr. Charles Shaw, the under-treasurer. The Benchers present were Sir Robert Phillimore, Sir John Karlake, Vice-Chancellor Hall, Mr. Anderson, Q.C., the Common Serjeant, M.P., Mr. Kenyon, Q.C., Mr. Johnson, Q.C., Mr. Aspinall, Q.C., Mr. Milward, Q.C., Mr. Cripps, Q.C., Mr. Prentice, Q.C., Mr. Cole, Q.C., M.P., Mr. Roxburgh, Q.C., Mr. Edlin, Q.C., Sir Henry James, M.P., Mr. Pope, Q.C., Mr. Clark, Q.C., Mr. McIntyre, Q.C., Mr. Day, Q.C., Master Beavan, Sir Erskine May, Sir Henry Maine, Mr. Leith, Q.C., M.P., Mr. Wills, Q.C., Mr. Cowie, Q.C., Mr. Speed, Mr. Hosack, Mr. Bowen, Q.C., Mr. Bagshaw, Q.C., and Mr.

Murphy, Q.C. The only toast given was that of "Her Majesty the Queen," which was warmly received. After dinner, on passing down the hall, the principal guests were loudly cheered.

**ADVOCATES IN THE LEEDS COUNTY COURT.**—In this court (before Mr. Serjt. Tinsal Atkinson, the judge) David Gibbon, plumber and contractor, Little Woodhouse-street, Leeds, sued the Harrogate Gas Company Limited: to recover £6 10s. for goods supplied. Mr. Hardwick appeared for the plaintiff. Mr. Benjamin Hall, the plaintiff's traveller, said that in accordance with an order given him by Mr. Wilkinson, secretary to the defendants, the plaintiff supplied them with nine dozen smoke consumers, the charge for which, including a packing case, was £6 10s. The company kept the goods for a month or six weeks, exhibiting them in their shop window, and then returned them to the plaintiff with a letter stating that they were not according to order, and did not answer the purpose which it was said they would. Mr. Wilkinson, the defendant's secretary, was proceeding with the case for the defence, when his Honour said the secretary of a public company should not be substituted for an advocate in a court of justice; in fact, he could hardly be, in the proper sense of the term, the representative of the company. The word "representative" was very much abused, and it was perhaps necessary, in a case of that kind, to state that there should be some limit as to how far a secretary could, in a court of this kind, represent a public company.—Mr. Farns said that he had to thank his Honour, on the part of the Profession, for his intervention in what was a somewhat difficult question, especially as another class of advocates who appeared in court, to whom his Honour's remarks might be extended, was rapidly on the increase.—His Honour said that so long as he occupied the position of judge, he would endeavour to prevent any abuses of the kind referred to.—Mr. Wilkinson then said that the consumers supplied were not according to a sample shown by the plaintiff's traveller, and that they did not prevent smoke. He and another witness stated that no time was lost in examining the consumers, and in returning them.—His Honour gave a verdict for the defendants.

## BANKRUPTCY LAW.

### NOTES OF NEW DECISIONS.

**BILL OF SALE BY NON-TRADER—REGISTRATION—FIRST BILL OF SALE NOT REGISTERED—SECOND BILL OF SALE OF SAME PROPERTY REGISTERED.**—A non-trader debtor executed a bill of sale of chattels, which was not registered, and afterwards executed a bill of sale of the same chattels to another person, and the second bill of sale was registered. The debtor subsequently filed a petition for liquidation of his affairs by arrangement: Held (affirming the decision of the Chief Judge in bankruptcy) that the holder of the second bill of sale was entitled to such of the chattels as had not been seized before the liquidation by the holder of the first bill of sale: (*Ex parte Leman*: *Ex Barread*, 35 L. T. Rep. N. S. 422. Court of App.)

### COURT OF BANKRUPTCY.

Monday, Nov. 27.

Before Mr. Registrar HALLITT.)

*Re ROGERS.*

**Composition—Non-payment—Action—Injunction.** This was a motion to restrain Julius Lowenthal from continuing an action to recover a debt of £295, alleged to be due from the debtor. The debtor filed his petition for liquidation in July, and a composition of 3s. 4d. in the pound was accepted. Lowenthal was inserted in the debtor's statement of affairs as a creditor for £173. The proof of Lowenthal was tendered for £293, and the chairman of the meeting marked it "exhibited subject to verification." On the 4th Aug. the resolutions were registered. The first instalment of 2s. was payable one month after registration. On the day of registration the chairman withdrew the objection to Lowenthal's proof.

The debtor informed Lowenthal that he disputed his debt, and did not admit owing more than £173. Previous to the first instalment becoming due he was told that the composition was ready for him on £173, but he refused to take it. He did not give any satisfactory proof of his debt, but commenced an action to recover the £295, which it was now sought to restrain.

*F. O. Crump* with him *W. Wood* supported the application, and cited *Ex parte Hemmings*, *re Howard*: *Ex parte Hoyle*, *re Hutton*: *Edwards v. Coombes*; *Ex parte Pearson*, *re Duffield*; *Ex parte Harper*, *re King*.

*Montague Scott*, solicitor, opposed, and relied on the fact that the objection to the proof had been withdrawn by the chairman.

His Honour granted the application, observing that under the circumstances the creditor's only remedy was by proceeding in the Court of Bankruptcy.

Solicitors for the debtor, *Houlders*, Barbican.

## COUNTY COURTS.

### BIRMINGHAM COUNTY COURT.

Tuesday, Nov. 14.

(Before JAMES MOTTERHAM, Esq., Q.C., Judge.)

*CHAPMAN v. CUTLER.*

*Cessant of a bailiff.*

THE plaintiff in this action was Arscott Chapman, tobacconist, 24, Congreve-street, and the defendant, J. Cutler, 10, San-street. The action was brought to recover £1 for money lent and work done by the plaintiff for the defendant. The plaintiff claimed 10s. for watching the house of a man named Thompson, against whom Cutler had obtained an execution, and he also claimed a further sum of 10s., having, he alleged, at the request of Cutler, paid that sum to two County Court bailiffs who had levied the execution against Thompson's goods. The case had been partly heard previously and adjourned to enable Chapman to identify the bailiffs to whom he said he had paid the money.

In reply to his Honour the plaintiff now said he could not identify one of the men to whom he had paid 2s. 6d., but he identified the other to whom he had paid 7s. 6d. as Joseph Tomkinson, one of the bailiffs in the employ of the high bailiff of the court.

Tomkinson, on being called, admitted having received the 7s. 6d., but said he had forgotten to report it to the high bailiff. He levied two executions against Thompson, one for £1 6s., and the other for £12, and he was watching the premises two nights from six to nine o'clock, being unable to get in. He did not ask the claimant for any remuneration whatever, and it was after the sale had taken place and the money had been paid out of the court that he received the 7s. 6d. He should have mentioned it to the high bailiff but it "slipped his memory."

His Honour remarked that he thought it was rather a smart sum for a man in his position to receive and forget. It was grossly improper for an officer to take money under such circumstances, and he should not be allowed to retain it. Turning to the high bailiff, his Honour remarked that the man ought to be suspended till inquiries were made as to his antecedents.

Duke, who appeared for the high bailiff, said the man had hitherto been a good officer, and it was hoped this would be a lesson to him.

His Honour said if nothing more were discovered against the man he did not know that there was sufficient to warrant his final dismissal after twenty-five years' service, though he had been guilty of a very grave offence.

The case was then struck out, his Honour refusing to allow the claim under such circumstances.

### OLDBURY COUNTY COURT.

Tuesday, Nov. 14.

(Before A. MARTINIAU, Esq., Judge.)

*ORME v. TAYLOR.*

*Husband and wife—Wife's maintenance.*

JOHN TAYLOR, landlord of the Crown Inn, the Square, Walsall, was sued by John Orme, butcher, High-street, West Bromwich, for the sum of £7 4s., for sixteen weeks' maintenance of his wife at 9s. per week.

*Shakespeare* appeared for the plaintiff, and *Rhodes*, of Wolverhampton, for the defendant.

*Shakespeare*, in opening the case, said that defendant and his wife formerly kept a beerhouse in a different part of Walsall. In June 1875, the house was taken possession of by a firm of wine and spirit merchants named Dowdewell and Spencer, who had a claim upon it, and they had to leave. The defendant went off somewhere, and his wife went to the plaintiff's house and asked to be allowed to stay there for a night or two. When she had been there a few days her husband provided no home for her, and she requested the plaintiff to allow her to remain there. The consequence of that appeal was that plaintiff supported her for a period of six weeks. At the expiration of that time defendant's wife obtained a situation as barmaid at the Red Lion Hotel, Acceck's-green. She was there for some little time, but on the 9th Oct. returned to plaintiff's house, and remained there till the 9th Jan. 1876. The plaintiff allowed her to do so simply and purely in the belief that the defendant would pay for her maintenance.

This statement was borne out in the evidence of Mrs. Orme and Elizabeth Lewis, the servant girl. The latter stated in cross-examination that occasionally, between October and January, the

defendant's wife left the plaintiff's house by visits to other friends.

The defence was that the case had been brought in consequence of a quarrel that had taken place between Mrs. Orme and Mrs. Taylor. Taylor, it was alleged, had gone to the plaintiff's house by the invitation of plaintiff, and at whatever had been said during the time she was there about any payment. She had other friends whom she visited, and at whose house she was just as she was at Mrs. Orme's. Mr. J. and Mr. Orme were still very great friends a few days ago the latter had said to the defendant: "Never mind the action; that is the way to quarrel; let's go to Liverpool and have a row."

The defendant said that after his house was up he went about the country selling gas commission, and sent his wife some money, from 3s. to 8s., whenever he could do so. He thought that during the time his wife was at the plaintiff's house he sent her about £4. Defendant and his wife admitted that they had serious quarrels before their home was set up. The latter, also, in cross-examination, said she had been to consult Mr. Topham, and with a view of bringing an action against her husband in order to obtain a fixed allowance. She also admitted that two months before he sold up the house without her knowledge had quarrelled and lived apart for three weeks.

A witness named Mrs. Lee, of Walsall, called, and she said that she quite understood that Mrs. Taylor was an invited guest at plaintiff's house. She herself was sent Mrs. Taylor to stay with her, and would give her a good home.

*Shakespeare* put in a letter dated Feb. written by Mrs. Taylor to Mrs. Orme, expressing a hope that she should soon be able to pay for her kindness towards her, and stating that that was an acknowledgment of the obligation.

His Honour said there was a strong impression on his mind that from first to last Taylor was at the plaintiff's house as a guest, he should therefore give a verdict for the defendant.

*Rhodes* said that the action had been on as a legal claim, but they were quite willing to make the plaintiff every recompense.

His Honour.—Will you waive the costs? *Rhodes*.—Not just at present, your Honour, but we will fully recompense the plaintiff.

### WESTON-SUPER-MARE COUNTY COURT.

Saturday, Nov. 15.

(Before R. A. FISHER, Esq., Judge.)

*BRIMMON v. SMITH.*

*Agreement for hire—Trespass.*

THE action was brought to recover damages for trespass. It appeared that the plaintiff purchased from Messrs. Bradbury and Radcliffe, Bristol, a sewing machine for £10, as follows, viz., £1 down; and the balance monthly instalments of 10s., and the plaintiff received a receipt in these words for "Bradbury and Company (Limited) receive Thomas Brimmon the following payments for sewing machine on hire, as described agreement herewith, at 10s. per month, from 30th Oct. 1875, Oct. 20th, by cash £1. Smith." The above appeared in a book was handed to the plaintiff by Mr. S. manager of Messrs. Bradbury, and on the side of the sheet, on which the above was written, was the following: "Copy of agreement for hire." Then followed the agreement, which contained clauses that the machine remained the property of the owners until amount of hire was paid, and there was no entry for the owners, agents, or servants to take possession. This agreement was signed by the owner or hirer.

The plaintiff got into arrears with instalments, and the defendant entered the plaintiff's house and took away the machine.

Messrs. Bradbury and Co. held their office at Bristol, the defendant, liable for the machine, had sustained by the trespass had allowed the machine to go without getting the plaintiff to sign the agreement for hire, and the defendant wrote as follows plaintiff's solicitor: "Our board of directors is responsible for the loss upon Brimmon account of my letting the machine on agreement was signed," &c.

*Cotton*, of Bristol, appeared for the plaintiff, and *Beeson*, of the same place, for the defendant. *Beeson* admitted that the defendant had taken the machine without the consent of the plaintiff, but submitted he had a right to do so, in terms in the above-mentioned receipt, although no agreement was signed.

His Honour, upon the authority of *Tomlin* (5 Ad. & E. 556), gave judgment for the defendant.

## RESPONDENCE OF THE PROFESSION.

his Department of the Law Times being open to discussion on all professional topics, the Editors do not themselves responsible for any opinions or statements ad in it.

**INLAND REVENUE COMMISSIONERS AND LAW LIST.**—I am about to instruct my to do what is needful to procure my certificate for the ensuing year. Among things, I believe they have (as in all to fill up a form at Somerset House, hey will do under my directions. Such are used annually by the Inland Revenue sioners, for the purpose of compiling t of country solicitors in the official it, which they are required to publish an- y the Attorneys Act 1860. Can you, or nber of the Profession tell me why I am erty to refer anyone to this Law List, nts (for the purpose of publishing a non- aw list) information as to the date of my on, the name of my agents, and so forth, is, while saving myself trouble, secure ainst any infringement of the copyright he commissioners may consider they have aw List? A well-known firm in London y reference to the Law List for the urpose, on the ground that copyright is in it. A COUNTRY SOLICITOR.

**MENT OF DEBT AND COSTS OF ACTION QUE WITHIN FOUR DAYS OF SERVICE.**— s a writ on B. for debt and costs. With- days after service B., who lives fifty miles y letter sends a banker's draft for amount and costs endorsed on writ. This A. re- ) accept and returns. B. then enters an oee; summons to show cause is issued, and ion of costs, B.'s solicitor alleges that A. ntitled to any further costs than those i on writ, saying that the draft sent as as a sufficient payment of debt and A.'s solicitor contends the debt and costs ave been paid in cash to the plaintiff or admitting the draft a good one. Will ily give your opinion on the above? C. ase is one in which, assuming *bona fides* part of the defendant, a taxing master s likely to allow only the four days' costs, costs of taxation and order.—ED. SOLS.

**LESS IN THE QUEEN'S BENCH.**—I think it ly be credited as a fact that in such a as the Queen's Bench, with its varied t, there should be only one clerk in atten- chambers during the busy month of er to draw up the multifarious orders, issue the summonses of the whole Division, ler, in all probability, varying in form, iring careful attention and thought in the up. I am informed that two of the re absent on Circuit, but it seems that cy which occurred some time since still unfilled. Surely the Profession generally ht to complain, and to ask who is respon- this state of things and the consequent hich is unfair to them and the public, and the unfortunate gentleman who is left to e work alone, with the continuous strain nsibility attaching thereto, and the loud its of all the practitioners at the delay ecessarily ensues, and which I feel bound unnot reasonably be imputed to him, as he very wish to be civil, and to expedite so far as he can do so.

PRACTITIONER.

**PROSECUTION OF MR. BULL.**—Referring port in your last number of the proceed- Mr. Jones against Mr. Bull and Mr. I venture to think that the right of Mr. deal as he did with Mr. Jones's letter is so clearly decided in favour of Mr. Bull ssume in your leader. My opinion is that had no right to use Mr. Jones's letter in for the benefit of his client until he had that right in a legal way, as, for instance, very, and that he ought strictly to have it unread to Mr. Jones, and that the issible excuse for not doing so would be ead it from inadvertence. I have always od that both solicitors and barristers der an obligation to return unread to er side any papers belonging to it ad by any mistake or accident fallen ong hands. This seems to be the hich would be dictated by a sense of Mr. Bull, however, seems to have been that a fraud had been committed on his nd that the irregularity of his conduct oned by the goodness of his motive in his clients to defeat a fraud. I am sorry ve a growing tendency to adopt the rinciple that any means, however im- ay be adopted in bringing home to indi-

viduals conviction of crime—or, as it is called, bringing criminals to justice. I hope the general feeling of the Profession is in favour of the principles I have expressed, and, if not, there cannot be a doubt of the evil tendency of the opposite view, as, if it were generally acted on, our clients' secrets would be constantly liable to be betrayed, and we and they would be at the mercy of persons like Mr. Jones's clerk, of whom, I hope, there are but few examples amongst law clerks.

EDWIN HYDE CLARKE.

4, Lothbury, 28th Nov. 1876.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for *bona fides*.

## QUERIES.

19. **KNIGHT V. MARQUIS OF WATERFORD.**—Can any of your readers refer me to any report or reports of this great case subsequent to the report of it in the last volume of *Meeson and Welsby* in 1846, when a new trial was ordered? And further, can anyone say who were the solicitors employed on either side, local as well as London solicitors? D.

20. **JURATS.**—Can any of your readers inform me (1) whether it matters on which side of an affidavit in the Chancery division the Jurat should be written on? (2) Supposing the jurat to have been written on the left hand side of an affidavit in the Chancery division, would it be considered in proper order and filed? J. J. W. [There is no rule, and a jurat so written, although irregular under the old procedure, could hardly now be rejected, or, rather refusal to file the affidavit be sanctioned, on that account.—ED. SOLS. DEPT.]

21. **SOLICITOR TRUSTEE—COSTS.**—Can any of your readers refer me to cases as to what costs a solicitor trustee is entitled to? There was a review in the Law Times a few years ago, but I cannot find it. T. B.

22. **FORMALITIES OF A DEED.**—(1) Can a document—for instance a bill of sale—be sealed after the party giving it has duly signed the same, believing that he has done all that is necessary, and with the understanding that the said bill of sale was not to be registered? (2) A bill of sale, sealed unknown to the party giving it; is such a valid instrument? (3) Does not the taking of an oath to the execution of such a deed sealed thus—as an instrument duly sealed and delivered—when it was not by the party giving it, so executed and delivered, constitute a fraudulent transaction? A SOLICITOR'S CLERK.

23. **CONSOLIDATION OF MORTGAGES.**—I should be glad if some professional brother would give me his opinion on the case which I stated in your issue of the 28th October. A. J.

24. **LEASE.**—In a farm lease the lessee covenants with the lessor that "he the lessee will on or before the month of November before quitting, if required by the lessor or incoming tenant, plough and work in a husbandlike manner, any part of the arable land, being paid for the same, a sum to be fixed under the arbitration clause, but if no such requirement be made, or the lessee omit to perform it, the lessor or his incoming tenant shall be at liberty to enter upon any arable land from which the crop of the year has been taken, to plough and work the same," &c. The lessee has been requested by the lessor to plough a portion of the arable land, but he refuses to do so. Can the lessor compel him to do so, and how? Can he recover damages? S. S. C.

25. **SUCCESSION DUTY.**—A, an owner in fee simple of an estate, by an agreement in writing, contracts to sell the same to B. The following is one of the clauses of such agreement. "The annuities payable out of the messuage and tenement by the will of the late A. B., shall henceforth be payable by the present purchaser out of the lands now sold to him, as aforesaid, and he shall indemnify the vendor against the same." There are three annuities payable out of the estate under the will. Should not the vendor commute and pay the succession duties before completion of the purchase under the 5th and 6th sections of the Succession Duty Act, in respect of the lessor of the several annuities, in the absence of any special agreement that the purchaser shall pay the duty? A SUBSCRIBER.

26. **ACKNOWLEDGMENTS. — INROLMENT.**—(1) What period must an applicant have been in practice, and what is the necessary procedure to obtain the appointment of perpetual commissioner? (2) What form of words should be used in taking acknowledgments of deeds requiring inrolment? J. E. J. [(1) Application to be made to Lord Chief Justice of the Common Pleas. Forms for the purpose of Evison and Bridge, Chancery-lane, or Waterlow and Sons. (2) See Ford's Handbook on oaths (2nd edition), page 40.—ED. STUD'S DEPT.]

27. **INCOME TAX.**—Upon what authority has the practice arisen for a mortgagee to allow the deduction of income tax on payment of interest, and is he bound to consent to it? Can the tax also be properly deducted from interest payable on purchase money after the time fixed for completion? An explicit answer will oblige. S. C.

28. **SOLICITOR AND TRUSTEE—COSTS.**—Some years ago the LAW TIMES published a view on the right of a solicitor who is also a trustee, to charge the estate with costs of a suit. Can any of your readers refer me to this review, or set forth the cases? B.

29. **ESTATES TAIL—CROWN DEBTS.**—Will any of your readers be kind enough to inform me whether estates tail, in the hands of the heir, are subject to any kind of crown debts, and if any, what? STUDENT.

30. **LEASE—MORTGAGE.**—A. grants a lease of certain premises to B., who mortgages them to C. for the whole term less the last day, C. sells under power of sale without the concurrence of B. (mortgagor) to D. On D. selling to E. is D. entitled to the covenant to indemnify him against the payment of rent, &c.? Please state reasons. A. W. W.

31. **CUSTODY OF TITLE DEEDS.**—Testator by his will devised his real estate to A. and B.; one third of such estate to A. absolutely, and the remaining two-thirds to B. for life, and at B.'s decease to his heirs. Who is the proper party to hold the deeds which relate to the whole of the property? Deeds are now in the possession of A. J. P. L.

## ANSWERS.

(Q. 217). **AFFILIATION ORDERS—COMPOSITION.**—An order having been made, the putative father is bound to pay the weekly sum named therein. He may pay in advance, but must take care to have a proper receipt for the amount so paid, which will exonerate him from liability until a further payment becomes due. An agreement not to proceed on the order in consideration of a certain sum, is no bar to proceedings afterwards taken to enforce such order, as the payments are intended for the support of the child, and not for the benefit of the mother. Therefore the parish authorities would have a perfect right to proceed on the order, and the remedy of it would be against the mother. N.

—The Guardians of the union may recover the payments under the order, if the child becomes chargeable, (35 & 36 Vict., cap. 65, s. 7). The previous payment by the father of a gross sum would be no bar. See *Folitt v. Kostov*, 29 L. T. Rep. N. S. 123. C. S.

(Q. 9) **WILL.**—Your correspondents (respectively signed "J. C.") seemed to have ignored the fact that the reversionary interest of C. and D. was bequeathed to them for their separate use respectively, and that therefore, such interests cannot belong to their husbands. The 20 & 21 Vict. c. 57 (Males' Act) applies to reversionary interests of married women in personality not held to their separate use. If such be held for separate use, the same may be disposed of by them by unacknowledged deeds. The husband has, however, an absolute power of disposition over his wife's reversionary interest in leaseholds (chattels real) unless the same be held for her separate use. In this case there is no doubt that C. and D. can respectively by an unacknowledged deed or deeds dispose of the equitable estate in the leaseholds; but who is to dispose of the legal estate? Is the legal estate vested in C. and D., or in their husbands? If in the former, the deed must be acknowledged (Williams on Real Property, 10 ed., p. 218); if in the latter they must join in the deed to assign such legal estate, and then comes the question, will such concurrence render an acknowledgment necessary? I know of no case bearing on the point. In *Taylor v. Meads* it was held that where real estate (which would, I think, include chattels real) is vested in trustees, upon trust for the separate use of a married woman (without restraint or alienation) she has, as incident to her separate estate, and without any express power being conferred on her, a complete right of alienation, either by instrument *inter vivos*, not acknowledged, or by will, and that there is no distinction in this respect between an equitable fee and any other property (Hayne's Equity 3rd ed., p. 240). Will not Equity hold that the husbands of C. and D. are trustees upon trust for the separate use of their respective wives, and will not therefore the case come within the ruling in *Taylor v. Meads*? If so, the deed need not be acknowledged. The question, however, is so vexed that I should not like to give a positive opinion. I should be very glad to read the opinions of some of your correspondents, as the subject is well worth looking into. H. M.

(Q. 15) **THE LICENSING ACTS.**—The justices have power to grant certificates for beer and wine licences at the general annual licensing meeting or an adjournment only, and cannot grant them at special sessions. C. S.

Q. 15) **THE LICENSING ACTS.**—Justices have no power to grant a beer or wine licence, under the Wine and Beerhouse Act, 1869, except at the General Annual Licensing Meeting or an adjournment thereof, see 32 & 33 Vict., c. 37, s. 1; a retail licence to sell beer for consumption off the premises may, however, be granted at any special sessions for licensing purposes to the holder of a strong beer dealer's wholesale excise licence, s. 37 & 38 Vict., c. 49, s. 31. A. H.

## Rejoinder.

(Q. 6.) **LANDLORD AND TENANT.**—"J. C." does not quite catch my point. The question is, "Has 'A.' lost his right of action against 'B.' by omitting to levy the whole sum of £40 when distraining upon 'C.' for the £20?" H. S.

## LAW SOCIETIES.

## THE LEGAL PRACTITIONERS' SOCIETY.

A MEETING of the Parliamentary Committee and of the council of this society was held at the chambers of Mr. W. T. Charley, M.P., D.C.L., 5, Crown Office-row, Temple, E.C., the president and hon. treasurer of the society, last Saturday.

Mr. William Griffith, M.A., barrister-at-law, was voted to the chair.

The Hon. Secretary (Mr. Charles Ford) read the minutes of the last meeting, which were confirmed.

The Hon. Secretary then submitted the annual report of the Parliamentary Committee, of which the following is a copy:



# REPORT OF THE PARLIAMENTARY COMMITTEE OF THE LEGAL PRACTITIONERS' SOCIETY.

"In looking back for some fruits of the legislation which the society has promoted, your committee rejoice to observe that sect. 12 of the Attorneys and Solicitors Act 1874 (37 & 38 Vict. c. 68), which—at the instigation of numerous country law societies, and indeed of a large portion of the entire Profession—formed part of the Legal Practitioners' Bill 1874, and was passed through the efforts of this society, has been enforced with much advantage to the public and the Profession in various parts of England during the past year.

As an illustration of the success of this enactment a recent case is appended. Your committee have held frequent sittings immediately before and during the last session of Parliament. Your committee determined to sanction the introduction into Parliament this year of a Legal Practitioners' Bill. The measure was carefully drafted by them at a series of sittings, clause by clause, and entrusted to Mr. W. T. Charley, D.C.L., M.P., Barrister-at-Law, the President and Hon. Treasurer of the society, and to Mr. William Gordon, M.P., Solicitor of the Supreme Court, one of the Vice-Presidents of the society. A copy of the Bill as issued by the Queen's printers, is annexed to this report, and, for the purpose of comparison, a copy of the Legal Practitioners' Bill 1875 is also annexed. Clause 2 of the Legal Practitioners' Bill 1876, is identical in substance with Clause 2 of the Legal Practitioners' Bill 1875, but having found that the opponents of the Bill fastened upon the exceptions contained in Clause 2 of the Legal Practitioners' Bill 1875, and contended that they were not sufficiently extensive, your committee feared that the insertion of further exceptions might lead to the unfortunate result of "the exceptions eating up the rule," and consequently adopted a short form drafted by your hon. secretary, Mr. Charles Ford, in which the definition of instrument contained in sect. 60 of the Stamps Act 1870 (33 & 34 Vict. c. 97) was incorporated by reference. Your committee are aware that the incorporation of portions of existing statutes, by reference merely, into new measures is generally speaking inexpedient, and that the better system is to repeal and re-enact. But your committee were desirous of not interfering in any way with sect. 60 of the Stamps Act 1870, except by providing side by side with it a simple method of enforcing a mitigated penalty for the breach of the law contained in it. That law being part of the existing law of the realm (though unhappily, owing to the severity of the penalty and the cumbrous method of proceeding for enforcing it, almost a dead letter), it seemed desirable, in the face of strong opposition to it, not to raise a fresh contest over its principles when attempting to secure their enforcement. There are many members of the House of Commons who, if they had any hope of success, would endeavour to expunge sect. 60 of the Stamps Act 1870, imposing penalties on unqualified conveyancers from the Statute Book altogether, and leave the public, the Profession, and the national exchequer entirely unprotected against this increasing class of quacks.

The mischief now done by the illegal and illiterate drafting of unqualified conveyancers, to the public and the Profession, is far-reaching and indeed incalculable. Clause 3 of the Legal Practitioners' Bill 1875, became law last year (38 & 39 Vict. c. 79), and your committee are happy to be able to report that it has this year been extended to Ireland by the Legal Practitioners' (Ireland) Act 1876 (39 & 40 Vict. c. 44). The legal practitioners of Ireland owe this extension to them of last year's enactment of the society to Mr. Gibson, Q.C., M.P., the eminent member for the University of Dublin, and Mr. Downing, solicitor, member for the county of Cork. Clauses 3, 4, 5, and 6 of the Legal Practitioners' Bill 1876 are new. Clauses 3 and 4 were intended to facilitate the transition from the Bar to the Profession of solicitor of the Supreme Court, and from the Profession of solicitor of the Supreme Court to the Bar. At present it is necessary for a barrister to serve for three years as an articled clerk before he can be enrolled as a solicitor of the Supreme Court, and for a solicitor of the Supreme Court to be struck off the roll, and then a student of one of the Inns of Court for three years before he can be called to the Bar. Prior to 1828 an attorney or solicitor could have been called to the Bar after being a student of one of the Inns of Court for two years.

In 1762 a conference took place between eight benchers, two selected from each Inn of Court, when the following resolution was come to: "That no attorney or solicitor be called to the Bar till they (sic) have actually discontinued the practice of their former profession two years." (Appendix to the 6th Report of the Common Law Commissioners 1834, page 57). In 1828 the four Inns of Court resolved that every person admitted into Commons to keep his terms shall sign a memorandum to the effect that he is not

attorneys.

Thus a whole year of enforced idleness was added to the restriction imposed in 1762." (a)

The rules relative to the call of solicitors to the Bar have thus for their basis a resolution of the benchers of the Inns of Court only forty-eight years old. The rules relative to the enrolment as solicitors of members of the Bar have for their basis, sect. 3 of the Statute, 23 & 24 Vict. c. 127 (Attorneys and Solicitors Act 1860), which is only sixteen years old. Your committee were of opinion that the time had arrived when some practical effort should be made to allay the growing discontent with the existing exclusive regulations by shortening the transition period of enforced idleness in passing from one branch of the legal Profession to the other, and they therefore framed two clauses (clauses 3 & 4 of the Legal Practitioners Bill 1876) reverting to the interval fixed by the resolution of the conference of benchers in 1762, but restricting the privilege of passing in two years from the one branch of the Profession to the other to barristers and solicitors of five years' standing, so as to guard against a hasty alteration of a professional position deliberately chosen. During the long vacation which has just passed a conference of solicitors was held at Oxford, when this subject was fully discussed. Shortly afterwards (the 6th Oct.) a leading article appeared in the columns of the *Times*, dealing, *inter alia*, with the same point, and on the 18th of Oct. the same journal published a letter from your hon. sec. (Mr. Charles Ford), in which he set out all that has been done during recent years with a view to a reform of the existing state of things.

Clause 5 was intended to provide a remedy against a growing practice of unqualified persons appearing for the prosecution or defence of persons charged with offences before magistrates and justices of the peace. Some magistrates and justices of the peace refuse to hear these unqualified persons, who are wholly irresponsible and exempt from discipline; but the practice is by no means uniform. Of course an exception must necessarily be made in favour of those officers of Inland Revenue and other public officials who are charged by Act of Parliament with the conduct of prosecution before magistrates and justices of the peace.

Clause 6 of the Legal Practitioners' Bill 1876 provided as follows: "It shall be lawful for any certificated solicitor of the Supreme Court to appear as a proctor in the provincial courts of Canterbury and York." The object of this clause (first suggested by your hon. secretary in consequence of an application by the solicitor to the London School Board to Lord Penzance, to be permitted to act as a proctor, which was refused), was to provide a remedy for a practical grievance which had been brought under the notice of your committee, that suitors experienced difficulty in getting a sufficient number of proctors to represent them in the courts over which Lord Penzance presides, pursuant to sect. 7 of the Public Worship Regulation Act 1874 (37 & 38 Vict. c. 85.) (In a case in the provincial court of York the solicitor of one of the parties found the only proctor in York was engaged on the other side, and was obliged to instruct a proctor in Chester to represent his client at York.) Cases under the Public Worship Regulation Act 1874 before Lord Penzance are likely in the future to be frequent, and it is in the interest alike of those taking proceedings under that important Act, and of those who are proceeded against, that they should have every facility afforded them for obtaining speedy and cheap justice in the provincial courts. Clause 6 enables the parties to appear by their own solicitor in these courts, the operation of which is that solicitors can now select their own counsel to conduct the cases of their clients.

Clause 7 of the Legal Practitioners' Bill 1876, which aimed at protecting impecunious persons against money lenders, and at putting a stop to the wholesale system of fraud in connection with their documents, by requiring bills of sale to be executed like powers of attorney, was contained in the Legal Practitioners' Bill 1874, and also in a Bills of Sale Bill which was framed by the Lord Chancellor, and was sent down in 1874 by the House of Lords to the House of Commons. It was thought only fair that any qualified practitioner (a certificated conveyancer or a barrister as well as a solicitor) should be qualified to attest the execution of a bill of sale, and this is accordingly provided for by clauses 7 and 8 of the Legal Practitioners' Bill 1876, read together. Your committee regret that the opposition to the clause protecting the public and the Profession against unqualified conveyancers was again renewed in the last session of Parliament. So strong was this opposition that the hon. members in charge of the Bill found that it would be impossible for them as private and unofficial members to persevere with

(a) Cited from "The Legal Profession," p. 136. London: Ridgway, 169, Piccadilly.

the Bill, if this clause were insisted upon, they accordingly, but only at the last moment for the purpose of saving the Bill, assented to omission of the clause. Your committee think it will be wiser in any future Bill to amend the clause. They have now for three successive years used every effort to carry it, but the mass section of the people's representative assembly clause as a "trades' union" enactment, solely for the benefit of the Legal Profession, not for the benefit of the public. Your committee have already stated their firm belief that calculable mischief is done by quack conveyancers to the public quite as much as to the Profession, but the aversion to increasing stringency, or even facilitating the enforcement of the existing law, on the part of the members of the House of Commons, is such that private members cannot hope to carry it against it. Perhaps the Government may some future day simplify the method of procedure for the enforcement of the existing law against unqualified conveyancers: for the protection of the public or the Profession, at least for the protection of the law, while the repeated efforts of this society for further legislation have, no doubt, shown who encroach on the Profession that the law will be enforced against them whenever action requires.

The Legal Practitioners' Bill 1876, was introduced by Mr. Charley and Mr. Gordon in the House of Commons, and read the first time at an earlier practicable moment, viz., the 9th Feb. The number of private members' Bills was ever so great, and the order book was such that it was impossible for the hon. member in charge of the Bill to get a clear day's second reading. In due course the Bill came on for discussion in the month of July, but two other Bills stood before it on the book, and it was not reached till the week taking opposed business had elapsed. When the second reading was at length moved, on the 10th of July, the opponents of the Bill got rid of counting out the House, and it would have been impossible to have brought the Bill on as the hon. members in charge of it had no armed further opposition, by assenting to omission of those clauses to which objection taken by any hon. member. Mr. Anderson, for Glasgow, objected to clauses 2, 5, and 6, and had given notice of his intention to move rejection of the Bill, in order to get rid of it.

Mr. Onslow and Sir Charles Legard had given notice of their intention to move rejection of the Bill, in order to get rid of it. The Attorney-General objected to clause 2, and at the last moment would only assent to further progress of the Bill, on condition clauses 3 and 4 also, and indeed all clauses of the Bill except clauses 1 and 6, were omitted. It was thought highly desirable by your committee that the 6th clause should be carried, remedied a practical grievance, and was based upon the principles of equal justice, and having been enabled to be admitted as a bill and solicitors under sect. 43 of the Public Worship Regulation Act 1874 (37 & 38 Vict. c. 85), while solicitors were excluded from practising in several of the judicial Courts. The expediency, in the view of suitors and the justice in the interest of solicitors, of admitting the latter to appear on behalf of the former before Lord Penzance, so apparent that although the Bill was on a second time, on the 5th Aug. it received Royal Assent on the 15th of the same month. Under an erroneous impression as to the effect of the arrangements which had been made between the hon. members in charge of the Bill and Her Majesty's Government, Mr. I. M.P., solicitor (of the firm of Messrs. I. Wilkinson, and Leeman, in the city of London), and Mr. Monk, M.P., barrister-at-law, moved the motion for going into committee on the Bill, but they were defeated, on a division of twenty-four. (a) The Earl of Devonmore kindly took charge of the Bill in the House of Lords, and succeeded in obtaining the assent of the Lord Chancellor to its provisions. It has been suggested that your committee should extend the provisions of the 6th clause of the Bill to the Consistory Court of London. Dr. Tristram is chancellor, but it will be remembered that the object which your committee had in view was to assist suitors in the tribunals presided over by Lord Penzance, under the Public Worship Regulation Act 1874.

It may be added that an amendment was on the notice paper by Mr. Dodds, of Stockton (solicitor, a newly-elected member of the Council of the Incorporated Law Society), to the words "in the Provincial Courts of Canterbury and York," so that the Bill might apply to a "certificated solicitor" to "appear as a proctor" simply. Mr. Dodds was not present.

(a) See the division lists, and the comment in the *LAW TIMES* of the 19th Aug. 1876, p. 25.

to move his amendment when the Bill was committed on the 7th Aug., and no other hon. member rose to move it. If the hon. members in charge of the Bill had attempted to amend the clause the only one (except the 1st) left in the Bill would certainly have been lost. It was understood that the Incorporated Law Society propose legislating on topics interesting to the Profession in the next session of Parliament, and a clause, it is suggested, may then be introduced establishing complete reciprocity between proctors and solicitors. Our committee are meanwhile glad to have prepared the way for such a final enactment by allowing solicitors to practise before Lord Penzance.

A copy of the Legal Practitioners' Act 1876, annexed to this report.

A vote of thanks to the learned chairman terminated the proceedings.

A meeting of the council of the same society was held at Mr. Charley's chambers on the same day, at 4.30 o'clock p.m. Mr. Griffith, M.A., was led to the chair.

The hon. secretary (Mr. C. Ford) read the minutes of the last meeting, which were confirmed. The secretary said he had received several letters from members of the council expressing their inability to attend.

Monday, the 18th Dec., at 7 o'clock p.m., at Clement's Inn Hall, was appointed for the general meeting.

The following were appointed a sub-committee to settle with Mr. Charles Ford the annual general report to be submitted to the general meeting: Mr. Griffith, M.A., Mr. W. T. Charley, M.P., and Mr. W. H. Wheatcroft, the sub-committee also to make arrangements for the general meeting, to which all members of the Profession should be admitted, such sub-committee to meet at Mr. Ford's chambers on Friday, at five o'clock a.m.

On the motion of Mr. Griffith, seconded by Mr. Wheatcroft, it was resolved that Mr. J. Carroll be employed as a collector, to get in overdue subscriptions.

Mr. Charley took occasion to mention the indebtedness of the society to the Earl of Donoughmore for taking charge of the society's Bills in the Upper House.

Mr. Charles Ford announced that the donations of the LAW TIMES now amounted to 50 guineas, and a vote of thanks to the donors was accordingly adopted.

After the discussion of minor matters a vote of thanks to the chairman terminated the meeting. Pressure on our space has necessitated our bridging the reports as received.

**LEEDS INCORPORATED LAW SOCIETY.** Their annual ordinary general meeting for the year 1876, was held on Friday, the 27th Oct. last, at the offices of the honorary secretary, 7, Albion-lane, Leeds.

After the transaction of formal business, the chairman, Mr. F. H. Barr, proposed, and Mr. H. J. Carr seconded, the following resolution, of which notice had been duly given, and it was accordingly

Resolved—"That it is undesirable for members of the society to sign any memorial for dispensing with the preliminary examination in general knowledge, under the 8th section of the Attorneys' Act, 23 & 24 Vict. c. 127, or any part of such examination, unless such memorial be first submitted to and approved of by the committee."

Mr. H. Appleton called the attention of the society to a condition lately inserted into conditions of sale of real estate by auction in the Borough, and which was in the following terms:

"Upon payment of the remainder of the purchase money of any lot at the time above mentioned, a conveyance of the said lot shall be executed by the vendors, and all other proper and necessary parties (if any). If the vendors require a duplicate of the said conveyance, such duplicate will be prepared by their solicitor, and the purchaser shall execute the same free of expense to be vendors, and shall lend their solicitor the original deed, duly executed, for the purpose of setting the duplicate denoted. A form of conveyance, embodying provisions intended to meet the special conditions as to streets and drains, has been prepared, copies thereof will be produced in the sale room, and a copy will be furnished gratis to each purchaser on application, and the conveyance of each lot shall, except where the vendors shall consent to any variation in the frame thereof, be taken in such form, or as near thereto as circumstances will admit, save, as aforesaid, all costs, charges, and expenses of and attending the investigation and proof of title, production of deeds, the preparation, approval, and execution of the conveyance and the completion of the purchase, shall be borne and paid by the purchaser."

Mr. Appleton stated that under this condition the vendor's solicitor claimed, and was paid by

the purchaser, all the costs of the vendor's solicitor, from and including the letter with abstract of title, up to and including the attendance on completion.

It was then moved by Mr. Appleton, seconded by Mr. Simpson, and

"Resolved—That the condition in question is unjustifiable and unprofessional."

It was also, on the motion of Mr. G. A. Nelson, seconded by Mr. Snowdon,

Resolved—"That a copy of the last resolution be sent to the solicitor whose name appears upon the conditions of sale, and to the secretary of the Incorporated Law Society."

Mr. Marshall, M.A., the Hon. Sec., who is one of the most active country members of the Incorporated Law Society in London, then moved, and Mr. J. North seconded, the following resolution, which was adopted:—

"That in the opinion of this society it is not advisable to impose any restrictions upon the practice of parliamentary agents dividing their charges with the country solicitors who instruct them, and that such prohibition would not lessen the present costs of Parliamentary procedure."

"That in the opinion of this society it is advisable to confine the appointment of Parliamentary agents to solicitors of the Supreme Court."

A vote of thanks to the chairman concluded the business of the meeting.

#### ANNUAL REPORT.

**Members.**—The society and the Profession have to regret the death of Mr. G. A. Emsley, the coroner for the borough of Leeds, which took place on the 8th Sept. 1876. Five members, namely, Messrs. C. Bulmer, C. C. Bulmer, J. Midgley, R. L. Rooke, and C. E. Arundel, have withdrawn from the society during the present year. The number of members is at present 58.

**Accounts.**—The treasurer's accounts for the year have been audited by the committee. A copy of the balance sheet accompanies this report.

**Law Library.**—At the last annual ordinary general meeting it was resolved, "That the sum standing to the credit of the Library Fund, together with the special library subscriptions for the year 1875, be applied in such manner as the committee shall think desirable for library purposes." The committee were not in a position to ascertain the balance which would be handed over to them from the Leeds Law Library for the above purposes until the 31st May last.

In March last it became necessary, owing to Mr. Dawson's removal from the offices in which the library had up to that time been placed, to provide new premises, and it was decided, as a temporary arrangement, to remove the books to some vacant rooms in Albion-place, over the secretary's offices, and to engage a person to take charge of them. The rooms in question being held under Her Majesty's Office of Works, it became necessary to obtain the sanction of the board to the proposed tenancy, and an offer was accordingly made to the First Commissioner of Works to rent the rooms in question for the sum of £10 10s. a year, exclusive of gas and coal. This offer was declined by the board, and for a time it was uncertain what arrangements could be made. To relieve the committee from this difficulty a suggestion was made by the town clerk to place the library in the corporation law library at the town hall, and to form a combined library for the use of the Profession and the public. Your committee carefully considered this scheme; but after interviews with the town clerk and the chairman of the corporation library committee, it was abandoned, for the reason (among others) that the transfer of the property in the books of the law library to the corporation was required as part of the arrangement. Under these circumstances your committee thought it desirable to renew the application which had been already made to the Office of Works, and they accordingly communicated with the secretary of that office, in order to obtain a reconsideration of the matter. The board having reconsidered the question, informed your committee on the 5th July last that they were prepared to let to the society the rooms in question, to be used as a law library, upon condition that the library should be open during such time only as the premises were open for the transaction of County Court business, at the rent of £10 10s. per annum, payable on the 1st Jan. and the 1st July, the society defraying the expense of cleaning, lighting, and warming the rooms, and the arrangement being terminable by either party giving three months' notice from any date. These conditions were accepted by your committee, and the matter now rests upon that footing. The committee are, however, of opinion that the objects for which the library was acquired can only be properly carried out by the acquisition of premises more accessible and more convenient than those in which it is at present situated; and they also think it would be for the interests of the Profession if, as part of the same scheme, an estate sale room and offices for the society could be provided.

The committee regret the inconvenience which members have experienced during the past half-year, owing to the changes and difficulties above referred to. It did not, however, seem to them expedient to incur any serious expenditure in buying new books, or in binding, until the question of the site of the library had been finally determined, and the rooms had been papered and cleaned by the office of works, and this has only very recently been done. Directions have now been given for binding and repairing all the Reports and Text books, and putting the library, consisting of about 1200 volumes, in good condition, at an estimated cost of about £90. Several new Text-books have been added, and others will shortly be ordered. In many cases new editions, rendered necessary by the Judicature Act, have still to be waited for.

The library account will show the sum actually spent on books, periodicals, and Reports during the current year. The committee cannot close this part of their report without observing that in their opinion the sums payable by new members for subscriptions and entrance fee amounting to £27 7s., prevent many young solicitors from joining the society, and they are of opinion that it is desirable by dividing this sum over two years to lessen the charge for the first year of membership.

**Preliminary Examination.**—Applications are not infrequently made to members of the Profession to sign memorials for the exemption of solicitors' clerks, and others from the preliminary examination, under the 8th section of the 23 & 24 Vict. c. 127. Such memorials are sometimes signed by members of the society against their better judgment from motives of kindness, or because the application is concurred in by others. Your committee consider that the possession of general knowledge is so important in a liberal profession that the examination in question should not, except in very special cases, be dispensed with, and that it would relieve members of the society from the responsibility of acceding to or refusing such applications, if it were a rule with members not to sign any such memorial unless it had been first submitted to and approved by the general committee of the society. A resolution to this effect will be submitted to the meeting.

**Conditions on Fire Policies as to Contributions.**—At the general meeting of the Associated Provincial Law Societies, held on the 31st of March last, the following resolution was passed: "That, in the opinion of this meeting, the condition lately inserted in policies of fire insurance, that in case the property, the subject of the insurance, is insured by the insurer or any other person whomsoever, the office shall only be liable to pay a proportionate part of the loss, is unreasonable and unfair, and that the attention of the council of the Incorporated Law Society, and of the country law societies, be called to this subject."

The condition in question, which is found in all policies issued by offices belonging to the association of fire insurance offices, has only been inserted during the last four or five years, and is as follows: "If at the time of any loss or damage by fire happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the insured or by any other person covering the same property, the society shall not be liable to pay or contribute more than its rateable proportion of such loss or damage."

This condition prejudicially affects mortgagees and others insuring property for their security. Property may be insured by mortgagees for the amount of their advance and premiums paid by them to the office of their selection, in the belief that they will recover the amount insured in case of a total loss. But on the loss happening it may turn out that the property has been insured by second mortgagees or others, without their knowledge, in another office, and that they are therefore entitled to obtain from their own insurers a part only of the sum insured, for the whole of which they have paid premiums. And in the case of the second office being unable or unwilling to pay, great hardship is inflicted, for no notice of the subsequent insurance is required to be given to the first insurers. There are difficulties in the way of dealing satisfactorily with the case of double insurances, and at present your committee must content themselves with bringing the matter under the notice of the society, as requested by the resolution above set forth.

The Associated Provincial Law Societies have this year been instrumental in bringing about an important alteration in the rules and orders of the Supreme Court of Judicature. At the general meeting of the members of that association, held in London, on the 30th March last, attention was called to the restrictions placed upon the working of the district registries, by the construction put by some judges of the Chancery Division upon Order XXXV., rule 1. The result of the decisions was that, while the district registrar was enabled to make an order for an account under Order III., rule 8, and the plaintiff is entitled to an order by reason of defendant's default of appearance under

Order XV., rule 1, yet if the defendant should appear and consent to the order, the district registrar had no jurisdiction. An amendment of Order XXXV., rule 1, with the object of curing this defect, was suggested to the Lord Chancellor and the judges, on behalf of the association, in April last, to which effect was given by the 12th rule of the Supreme Court, June 1878. A suggestion made at the same time to extend the jurisdiction of district registrars to all proceedings in the Chancery Division, or which can be taken on an originating summons before the chief clerk up to and including final judgment, or an order on further directions, did not meet with success. Your committee, however, consider that the subject should not be allowed to drop. The power of carrying through Chancery proceedings in chambers before local tribunals is one of the principal objects which the law societies have always had in view, and there appears to be now no reason why the power should not be conferred.

**Parliamentary Agents.**—On the publication of the report of the joint select committee of the two Houses of Parliament on this subject, on the 21st July last, your committee carefully examined the proposals which it contained. They were found to amount to this:—That, for the future (with only a partial saving of existing rights), the profession of parliamentary agent was to be open to any one who passed an examination in general knowledge by the Civil Service Commissioners, and an examination on parliamentary practice before an unnamed body of examiners. Barristers, solicitors, and graduates of any university of the United Kingdom were exempt from the examination in general knowledge, but might present themselves as candidates for the special examination. The candidate who had passed the special examination had further to apply to the chairman of committees and the speaker to have his name entered on the roll; and if those functionaries were satisfied that the candidate was in all respects a fit and proper person to be appointed a parliamentary agent, his name would be entered on the roll.

Any agent may be struck off the Roll by the chairman of committees and the Speaker for neglect of rules or professional misconduct of any kind.

One of the rules, the infraction of which is to be visited by this severe penalty, is that no division of the charges of a Parliamentary agent is to be made. And inasmuch as the taxing officer of either House is expressly instructed to report to the chairman of committees and the speaker, the bill of costs of any agent which he may deem to contain improper or exorbitant charges, it appears probable that the insertion of charges which a taxing master deemed improper would also be a breach of rule which would render an agent liable to be struck off the Roll.

This mode of dealing with the subject seemed to your committee in the highest degree impolitic and unfair. No security whatever was taken for the possession by the agent of legal fitness, and subject to taxes, there seems no reason why the entrance to this particular branch of the Profession should be untaxed and unsecured against legal incompetence. If an agent in any other court of law may without objection share a portion of his profits with those who bring him the business, it is difficult to see why division of profits in the High Court of Parliament should be an offence meriting immediate and ignominious dismissal from practice. Your committee accordingly on the 19th of July passed the following resolution:—

"That in the opinion of this society it is not advisable to impose any restrictions upon the practice of Parliamentary agents dividing their charges with the country solicitors who instruct them, and that such prohibition would not lessen the present costs of Parliamentary procedure.

"That in the opinion of this society it is advisable to confine the appointment of Parliamentary agents to solicitors of the Supreme Court."

A deputation from the Liverpool, Leeds, Bolton, and Wakefield Law Societies, accompanied by some members of Parliament and other persons of influence, attended Mr. Raikes, the Chairman of Committee of the House of Commons, on the 27th July, in support of these resolutions, which had been concurred in by the leading law societies. In the result the report of the joint select committee was adopted by the House of Lords, but no resolution upon it was come to by the House of Commons. The subject will be brought before Parliament early next session, and your committee advise a formal expression of the opinion of the society upon it, and a request to the local members to support such opinion. A resolution of the resolution passed by

your committee will be accordingly moved at the annual meeting.

**Stamping Executed Deeds.**—Application has lately been made to the Board of Inland Revenue to allow executed deeds to be transmitted from the Leeds Inland Revenue Office to London to be stamped, as is done in the case of agreements. No reply has yet been received to this application.

## THE COURTS AND COURT PAPERS.

### RULES OF THE SUPREME COURT.

DECEMBER, 1878.

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do hereby, in pursuance of the seventeenth section of the Appellate Jurisdiction Act 1876, appoint Sir William Balguy, Mr. Justice Lush, Mr. Baron Pollock, and Mr. Justice Manisty to be the four judges of the Supreme Court of Judicature, by whom, together with the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, the Lord Chief Justice of the Common Pleas, and the Lord Chief Baron of the Exchequer, Rules of Court for carrying into effect the enactments contained in the said section of the said Act shall be made as therein mentioned. And this appointment is to continue in force until the 1st of Jan. 1879.

Nov. 7, 1878.

#### RULES.

1. These rules may be cited as "The Rules of the Supreme Court, December, 1878," or each separate rule may be cited as if it had been one of the rules of the Supreme Court, and had been numbered by the number of the Order and rule mentioned in the margin.

2. These rules shall come into operation on the 1st Dec. 1878.

#### ORDER XXXVI.

##### Trial.

3. Order XXXVI., rule 22a.—Order XXXVI., rule 22, is hereby repealed, and instead thereof the following rule shall take effect:—

Upon the trial of an action the judge may, at or after the trial, direct that judgment be entered for any or either party, or adjourn the case for further consideration, or leave any party to move for judgment. No judgment shall be entered after a trial without the order of a court or judge.

4. Order XXXVI., rule 29a.—Where in any action in the Chancery Division the action or any question at issue in the action is ordered to be tried before any commissioner or commissioners of Assize, or at the London or Middlesex sittings of any division other than the Chancery Division, the order directing such trial shall state on its face the reason for which it is expedient that the action, question, or issue should be so tried and should not be tried in the Chancery Division.

#### ORDER XXXIX.

##### New Trial.

5. Order XXXIX., rule 1.—Order XXXIX., rule 1, is hereby repealed, and instead thereof the following provision shall take effect:—

Rule 1. Where, in an action in the Queen's Bench, Common Pleas, or Exchequer Division, there has been a trial by a jury, any application for a new trial shall be to a divisional court. And where the trial has been by a judge without a jury, the application for a new trial shall be to the Court of Appeal.

6. Order XXXIX., rule 1a.—Applications for new trials shall be by motion calling on the opposite party to show cause at the expiration of eight days from the date of the order, or so soon after as the case can be heard, why a new trial should not be directed. Such motion shall be made within the times following, unless the court or a judge shall enlarge the time:—

An application to a Divisional Court for a new trial, if the trial has taken place in London or Westminster, shall be made within four days after the trial, or on the first subsequent day on which a Divisional Court to which the application may be made shall have actually sat to hear motions. If the trial has taken place elsewhere than in London or Middlesex, the motion shall be made within the first four days of the next following sittings.

#### ORDER XL.

##### Motion for Judgment.

7. Order XL., rules 4, 5, and 6.—Order XL., rules 4 and 6 are repealed, and rule 5 is repealed so far as it affects trials before a judge; and the following rule shall be substituted for rule 4:—

Order XL., rule 4.—4. Where, at or after the trial of an action by a jury, the judge has directed that any judgment be entered, any party may, without any leave reserved, apply to set aside such judgment and enter any other judgment, on the ground that the judgment directed to be

entered is wrong by reason of the judge's having caused the finding to be wrongly entered with reference to the finding of the jury upon the facts or questions submitted to them.

Where, at or after the trial of an action by a judge, the judge has directed that any judgment be entered, any party may, without any leave reserved, apply to set aside such judgment and enter any other judgment, upon the ground upon the finding as entered, the judge directed is wrong.

An application under this rule shall be made to the Court of Appeal.

#### ORDER LVIIA.

##### Divisional and other Courts.

8. Order LVIIA., rule 1.—The following proceedings and matters shall continue to be heard and determined before the divisional courts: nothing herein contained shall be construed to take away or limit the power of a single judge to hear and determine any such proceedings or matters in any case in which he has had power to do so, or so as to require any interlocutory proceeding therein heretofore before a single judge to be taken before a divisional court:—

Proceedings on the Crown side of the Queen's Bench Division.

Appeals from revising barristers, and from judgments relating to election petitions, parishes, and municipal.

Appeals under sect. 6 of the County Courts Act 1875.

Proceedings on the revenue side of the Queen's Bench Division.

Proceedings directed by any Act of Parliament to be taken before the court, and in which the decision of the court is final.

Cases stated by the Railway Commission under the 36 & 37 Vict. c. 48.

Cases of habeas corpus, in which a judge has made a rule nisi for the writ, or the writ returnable before a divisional court.

Special cases where all parties agree that the same be heard before a divisional court.

Appeals from chambers in the Queen's Bench, Common Pleas, and Exchequer Divisions, applications for new trials in the said divisions where the action has been tried with a jury.

9. Order LVIIA., rule 2.—Where, by the Appellate Jurisdiction Act 1876, these rules, any application ought to be made to a judge of the High Court, or any jurisdiction exercised by the judge in whom an action has been tried, if such judge dies or ceases to be a judge of the High Court, if such judge shall be a judge of the Court of Appeal, or if for any other reason it shall be possible or inconvenient that such judge should act in the matter, the president of the division in which the action belongs may either by order in any action or matter, or by a separate order applicable to any class of actions or matters, nominate some other judge to whom such jurisdiction may be made, and by whom such jurisdiction may be exercised.

10. Order LVIIA., rule 3.—Every judge shall have the same power and authority heretofore.

#### ORDER LVIII.

##### Appeals from Inferior Courts.

11. Order LVIII., rule 19.—Rule 16 of the Rules of the Supreme Court, December 1878, is hereby repealed, and instead thereof the following provision shall take effect:—

Every judge of the High Court of Justice at the time being shall be a judge to hear and determine appeals from inferior courts, and 45 of the Supreme Court of Judicature Act 1875. All such appeals (except Admiralty appeals from inferior courts, which until further order shall be assigned as heretofore to the present jurisdiction of the Admiralty Court) shall be entered in by the officers of the Crown Office of the Queen's Bench Division; and shall be heard in the Divisional Court of the Queen's Bench, Common Pleas, or Exchequer Division, as the President of those Divisions shall from time to time direct.

Nothing in this Order shall affect the operation of any rule or regulation heretofore issued with reference to such appeals by the Divisional Court formed under the said section.

CAIRNS, C.

A. E. COCKBURN.

G. JESSEL.

COLERIDGE.

FITZROY KELLY.

WM. BALGUY.

ROBT. LUSH.

C. E. POLLOCK.

H. MANISTY.

## SUPREME COURT OF JUDICATURE. MICHAELMAS SITTINGS, 1878.

### Court of Appeal.

At Lincoln's-inn and Westminster.

Friday	Dec. 1	Appeals
Saturday	2	Ditto
Monday	4	Ditto
Tuesday	5	Ditto



- ..... 6 Appeal motions *ex parte*, appeals from orders made on interlocutory motions, and other appeals
- ..... 7 Bankruptcy appeals, and other appeals
- ..... 8 Appeals
- ..... 9 Ditto
- ..... 11 Ditto
- ..... 12 Ditto
- ..... 13 Appeal motions *ex parte*, appeals from orders made on interlocutory motions, and other appeals
- ..... 14 Bankruptcy appeals and other appeals
- ..... 15 Appeals
- ..... 16 Ditto
- ..... 18 Ditto
- ..... 19 Ditto
- ..... 20 Appeal motions *ex parte*, appeals from orders made on interlocutory motions, and other appeals
- ..... 21 Bankruptcy appeals and other appeals

Justices will take Petitions in Lunacy during the sittings.

### High Court of Justice.

(Before the MASTER OF THE ROLLS.)

- At the Rolls House.
- ..... Dec. 1 Motions and general paper
- ..... 2 Petitions, short causes, adjourned summonses, and general paper
- ..... 4 Adjourned summonses and general paper
- ..... 5 General paper
- ..... 6 Ditto
- ..... 7 Ditto
- ..... 8 Motions and general paper
- ..... 9 Petitions, short causes, adjourned summonses, and general paper
- ..... 11 Adjourned summonses, and general paper
- ..... 12 General paper
- ..... 13 Ditto
- ..... 14 Ditto
- ..... 15 Motions and general paper
- ..... 16 Petitions, short causes, adjourned summonses, and general paper
- ..... 18 Adjourned summonses, and general paper
- ..... 19 General paper
- ..... 20 Ditto
- ..... 21 Motions and general paper
- (any) on which the Master of the Rolls is in a Court of Appeal are excepted. Actions in which witnesses are to be sworn the Court will be taken on Tuesdays, and Thursdays, and causes and actions cases will be taken on Mondays; but when cases and actions without witnesses is cases and actions with witnesses will be taken also.

petitions must be presented and copies secretary, on or before the Thursday preceding on which it is intended they should

(Before V.C. MALINS.)

- At Lincoln's-inn.
- ..... Dec. 1 Short causes, petitions, and general paper
- ..... 2 Adjourned summonses and general paper
- ..... 4 General paper
- ..... 5 Ditto
- ..... 6 Ditto
- ..... 7 Motions and general paper
- ..... 8 Short causes, petitions, and general paper
- ..... 9 Adjourned summonses and general paper
- ..... 11 General paper
- ..... 12 Ditto
- ..... 13 Ditto
- ..... 14 Motions and general paper
- ..... 15 Short causes, petitions, and general paper
- ..... 16 Adjourned summonses and general paper
- ..... 18 General paper
- ..... 19 Ditto
- ..... 20 Ditto
- ..... 21 Motions and general paper

(Before V.C. BACON.)

- At Lincoln's-inn.
- ..... Dec. 1 General paper
- ..... 2 Petitions, short causes, and general paper
- ..... 4 In Bankruptcy
- ..... 5 General paper
- ..... 6 Ditto
- ..... 7 Motions, adjourned summonses, and general paper
- ..... 8 General paper
- ..... 9 Petitions, short causes, and general paper
- ..... 11 In Bankruptcy
- ..... 12 General paper
- ..... 13 Ditto
- ..... 14 Motions, adjourned summonses, and general paper
- ..... 15 General paper
- ..... 16 Petitions, short causes, and general paper
- ..... 18 In Bankruptcy
- ..... 19 General paper
- ..... 20 Ditto
- ..... 21 Motions, adjourned summonses, and general paper

(Before V.C. HALL.)

- At Lincoln's-inn.
- Friday ..... Dec. 1 Petitions and general paper
- Saturday ..... 2 Short causes, adjourned summonses, and general paper
- Monday ..... 4 General paper
- Tuesday ..... 5 Ditto
- Wednesday ..... 6 Ditto
- Thursday ..... 7 Motions and general paper
- Friday ..... 8 Petitions and general paper
- Saturday ..... 9 Short causes, adjourned summonses, and general paper
- Monday ..... 11 General paper
- Tuesday ..... 12 Ditto
- Wednesday ..... 13 Ditto
- Thursday ..... 14 Motions and general paper
- Friday ..... 15 Petitions and general paper
- Saturday ..... 16 Short causes, adjourned summonses, and general paper
- Monday ..... 18 General paper
- Tuesday ..... 19 Ditto
- Wednesday ..... 20 Ditto
- Thursday ..... 21 Motions and general paper
- Any cause intended to be heard as a short cause before the Master of the Rolls, or either of the Vice-Chancellors must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the Judge's officer the day before the cause is to be put into the paper.

Further considerations will be taken by the Master of the Rolls, V.C. Bacon, and V.C. Hall, as part of the general paper in priority to original causes which have not already appeared in the paper.

### COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

MICHAELMAS SITTINGS, 1876.

Rota of Registrars in Attendance.		Master of the	
		Court of	Rolls.
Saturday . Dec. 2	.....	Appeal.	King
Monday ..... 4	.....	Farrer	Teesdale
Tuesday ..... 5	.....	King	Ward
Wednesday ..... 6	.....	Holdship	Teesdale
Thursday ..... 7	.....	King	Ward
Friday ..... 8	.....	Farrer	Ward
Saturday ..... 9	.....	Holdship	Teesdale
		V.C. Malins.	V.C. Bacon.
Saturday . Dec. 2	.....	Teesdale	Leach
Monday ..... 4	.....	Pemberton	Merivale
Tuesday ..... 5	.....	Leach	Merivale
Wednesday ..... 6	.....	Clowes	Milne
Thursday ..... 7	.....	Pemberton	Merivale
Friday ..... 8	.....	Clowes	Milne
Saturday ..... 9	.....	Pemberton	Merivale
		V.C. Hall.	Certificates of
Saturday . Dec. 2	.....	Pemberton	Sale and Transfer.
Monday ..... 4	.....	Leach	Latham
Tuesday ..... 5	.....	Latham	Ward
Wednesday ..... 6	.....	Leach	Pemberton
Thursday ..... 7	.....	Latham	Clowes
Friday ..... 8	.....	Leach	Holdship
Saturday ..... 9	.....	Latham	King

The Christmas Vacation will commence on Dec. 24, and terminate on Jan. 6, both days inclusive.

### PROMOTIONS AND APPOINTMENTS.

NOTA BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. ARTHUR SHIRLEY has been appointed Deputy Coroner for the Borough of Doncaster.

MR. JAMES CROSSLE, solicitor, has been appointed Crown Solicitor for the County of Tyrone, vacant by the promotion of Mr. Cecil Moore to the Clerkship of the Rules in the Court of Common Pleas.

MR. E. T. RATCLIFF, solicitor and notary public, of 14, Bennet's-hill, Birmingham, has been appointed by Lord Chief Justice Coleridge a Perpetual Commissioner for taking the acknowledgments of Married Women for Birmingham and the district.

MR. C. ROBBINS, of New-square, Lincoln's-inn, solicitor, has been appointed a Commissioner under the Fines and Recoveries Act, for London and Middlesex.

MR. CHARLES EDMONDSON, of Marham, has been elected Clerk to the Ripon Board of Guardians.

MR. H. CORBETT, S.S.C. (Eng.), has been appointed Under Sheriff of Worcester.

MR. E. T. BRYDGES has been elected Town Clerk of Cheltenham.

The Lord Chief Justice of the Common Pleas has appointed Mr. JOSEPH FARMER MILNE, of the firm of Hinde, Milne, and Sudlow, solicitors, Manchester, to be a Perpetual Commissioner to take the acknowledgment of deeds by married women for the county of Lancaster.

### THE GAZETTES.

#### Bankrupts.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.

- BLIZARD, GEORGE, Upper Westbourne-st., Harrow-rd. Pet. Nov. 20. Reg. Brougham. Sol. Croucher, Fenchurch-st. Sur. Dec. 5.
- DE BOINVILLE, ERNEST, newspaper proprietor, Bedford-st., Bedford-rd. Pet. Nov. 23. Reg. Pepys. Sol. Jones, Lancaster-pl. Strand. Sur. Dec. 13.
- EDWARDS, JOHN EDWARD, merchant, Mining-la. Pet. Nov. 22. Reg. Spring-Rice. Sol. Haghton, St. Helen's-pl. Sur. Dec. 5.

SILLA, WILLIAM, solicitor, Beaumont-gardens, Brompton-rd., and Old Broad-st. Pet. Nov. 21. Reg. Haslitt. Sol. Quicket, Lincoln's-inn-fields. Sur. Dec. 13.

To surrender in the County.

- BODY, WILLIAM, commission agent, Exeter. Pet. Nov. 18. Reg. Dew. Sur. Dec. 6.
- BULLOCK, GEORGE, butcher, Chepping Wycombe. Pet. Nov. 23. Reg. Watson. Sur. Dec. 7.
- HOLE, CHARLES, farmer, Bristol. Pet. Nov. 21. Reg. Harley. Sur. Dec. 11.
- MURPHY, MICHAEL, scrap dealer, Birmingham. Pet. Nov. 22. Reg. Parry. Sur. Dec. 13.
- FRANSON, WILLIAM, tailor, Newcastle-under-Lyme. Pet. Nov. 21. Reg. Tennant. Sur. Dec. 5.
- WATKINS, JAMES, builder, Swansea. Pet. Nov. 21. Reg. Jones. Sur. Dec. 5.
- WESTON, WILLIAM JAMES, corn merchant, Gloucester. Pet. Nov. 14. Reg. Wilton. Sur. Dec. 11.

Gazette, Nov. 28.

- DAVIES, DANIEL, beerhouse keeper, Brynamlin, near Swansea. Pet. Nov. 24. Reg. Jones. Sur. Dec. 9.
- DAY, JOHN, the younger, veterinary surgeon, Basingstoke. Pet. Dec. 8. Reg. Godwin. Sur. Dec. 9.
- HIRST, WALTER, woollen manufacturer, Morley. Pet. Nov. 23. Reg. Nelson. Sur. Dec. 14.
- HUGHES, JOSEPH FERDINAND, iron tube manufacturer, Wednesbury. Pet. Nov. 21. Reg. Clarke. Sur. Dec. 12.
- KINGSTON, JOHN THOMAS, watchmaker, Ramsgate. Pet. Nov. 23. Reg. Furley. Sur. Dec. 13.
- MORLEY, JOHN, boot maker, Consett. Pet. Nov. 24. Reg. Mortimer. Sur. Dec. 9.
- TENNYSON, JAMES, tobacconist, Manchester. Pet. Nov. 23. Reg. Lister. Sur. Dec. 14.
- WILLIAMS, JOHN, tailor, White Hall, par. Llantarnam Trefeglwys. Pet. Nov. 24. Reg. Jenkins. Sur. Dec. 13.
- WILLIS, HENRY, silk mercer, Leeds. Pet. Nov. 23. Reg. Marshall. Sur. Dec. 30.

### Bankruptcies Annulled.

Gazette, Nov. 24.

- DAVISON, JAMES, builder, Bulman-village, Aug. 23, 1874.
- HUDSON, WILLIAM, omnibus proprietor, Irongate-wharf, Paddington, July 8, 1874.
- THOMAS, WILLIAM LYNALL, engineer, Hove. Sept. 23, 1883.
- TURNER, WILLIAM GEORGE, commercial clerk, Manchester. April 5, 1885.

### Liquidations by Arrangement.

#### FIRST MEETINGS.

Gazette, Nov. 24.

- ABRAHAM, BARNETT, commercial traveller, Nottingham. Pet. Nov. 18. Dec. 8, at four, at office of Sol. Cockayne, Nottingham.
- ABRAHAM, LEWIS, tailor, High-st., Whitechapel, and Turner-st., Commercial-rd. Pet. Nov. 22. Dec. 12, at two, at office of Sol. Lee, Old Jewry-chmbs.
- ALLEN, JOSEPH, dairyman, Leicester. Pet. Nov. 20. Dec. 9, at one, at office of Sol. Shires, Leicester.
- ANDERSON, ROBERT, jun., butcher, The Felling, co. Durham. Pet. Nov. 22. Dec. 11, at one, at office of Sol. Harrie, Newcastle.
- ARMSTRONG, CHARLES, grocer, Carlisle. Pet. Nov. 20. Dec. 6, at three, at office of Sol. Wannop, Carlisle.
- ASPIN, JOHN STEWART, tent dealer, Ramsbottom, near Bury. Pet. Nov. 22. Dec. 12, at three, at office of Sol. Creeks, Sandy, Saxby, and Ledgard, Manchester.
- ATKINSON, THOMAS, saddler, Bishop Auckland. Pet. Nov. 21. Dec. 7, at two, at office of Sol. Slater, Bishop Auckland.
- BARRATT, WILLIAM EDWIN, gunmaker, Newcastle-under-Lyme. Pet. Nov. 21. Dec. 5, at twelve, at office of Sol. Griffin and Griffin, Birmingham.
- BRAD, BENJAMIN, market gardener, Pershore. Pet. Nov. 22. Dec. 7, at three, at office of Sol. Pitt, Worcester.
- BEAUMONT, JAMES, engine tender, Bradford. Pet. Nov. 18. Dec. 12, at three, at office of Sol. Rennolds, Bradford.
- BENTLEY, WILLIAM, draper, Stockton. Pet. Nov. 18. Dec. 4, at two, at office of Sol. Finspe, Slidgwick, and Biddle, Gresham-st., London.
- BERNSTEIN, NAPOLEON, jeweller, Upper Bangor. Pet. Nov. 22. Dec. 7, at eleven, at the London and North Western hotel, Birmingham.
- BIRCH, JOHN, solicitor, Bangor.
- BREWICK, JOSHUA, grocer, Hebburn, and Gateshead. Pet. Nov. 22. Dec. 4, at three, at office of Sol. Stanford, Newcastle.
- BIRD, HENRY BUSBY, cheesemonger, Haggerstone-rd. Pet. Nov. 4. Dec. 4, at three, at office of H. T. Thwaites, accountant, 44, Bachelors-lane, Sol. Fulcher, Basinghall-st.
- BOWMER, HERMAN BERNARD, insurance agent, Ball's Pond-rd. Pet. Nov. 21. Dec. 8, at two, at Mullen's hotel, Ironmonger-la. Sol. Turner, Copthall-st., Throgmorton-st.
- BOTTING, EDWIN TOWNE, grocer, Queen's-rd., Peckham. Pet. Nov. 21. Dec. 11, at two, at office of Broad, Fritchard, and Whitshire, 7, Queen-st., Cheap-side. Sol. Denny.
- BRAIN, ROBERT, milliner, Uiverston. Pet. Nov. 21. Dec. 7, at eleven, at the Temperance hall, Uiverston. Sol. Poole, Uiverston.
- BROOKSBANK, JOHN, ironmonger, Withington. Pet. Nov. 17. Dec. 6, at three, at office of Sol. Jones, Manchester.
- BROUGH, CHARLES, farmer, Butterwick. Pet. Nov. 16. Dec. 7, at twelve, at office of Sol. Wise and Harwood, Boston.
- BROWN, SANCEL, saddler, Great Quebec-st., Marylebone. Pet. Nov. 22. Dec. 13, at two, at office of Sol. Lewis and Lewis, Ely, Holborn.
- BROWSE, GEORGE LATHOM, barrister-at-law, Powis-st., Bays water, and King's Bench-walk, Temple. Pet. Nov. 21. Dec. 19, at twelve, at the Incorporated Law Society, Chancery-la. Sol. Uppell.
- BUSHBY, ROBERT, tailor, Egremont. Pet. Nov. 20. Dec. 12, at one, at office of Sol. Alter, Whitehaven.
- CARTER, EDWARD, wholesale boot manufacturer, Pearson-st., King'sland-rd. Pet. Nov. 22. Dec. 9, at one, at the Cooper's Arms, Kenting-lane, Sol. King'sland-rd.
- CHAMBERS, ROBERT, farmer, Normanton-on-Trent. Pet. Nov. 20. Dec. 6, at twelve, at office of Sol. Stapleton, Stamford.
- CLARKE, WILLIAM, MILLARD, ABSOLOM, CLARKE, BENJAMIN and JOHN, LLOYD, JOHN, and CLARKE, JONAH, coal masters, Coppice Hill-st., Bolton. Pet. Nov. 21. Nov. 11, at eleven, at office of Sol. Corbett, Darlaston.
- CORRALL, WILLIAM ROBERT, baker, Leicester. Pet. Nov. 20. Dec. 7, at eleven, at office of Sol. Shires, Leicester.
- DARBY, EDWARD, butcher, Leeds. Pet. Nov. 20. Dec. 7, at three, at office of Sol. Malcolm, Leeds.
- DAVIDS, RICHARD JAMES, coach builder, Carnarvon. Pet. Nov. 20. Dec. 9, at eleven, at the Royal and Sportsman hotel, Carnarvon. Sol. Pkitt, Jones, and Roberts, Carnarvon.
- DAVIDSON, GEORGE, corn merchant, Newcastle. Pet. Nov. 21. Dec. 7, at one, at office of Sol. Walmsley, Newcastle.
- DONALDSON, PETER ELIAS, saddler, Heywood. Pet. Nov. 22. Dec. 8, at the Clarence hotel, Manchester. Sol. Messrs. Lord, Ashton-under-Lyne.
- DRAKE, JOHN, leather dealer, Liverpool. Pet. Nov. 21. Dec. 7, at three, at office of P. Vico, accountant, Imperial-chambs, 62, Dale-st., Liverpool. Sol. Bartlett, Liverpool.
- EDGAR, WILLIAM, grocer, Crook. Pet. Nov. 20. Dec. 6, at two, at office of Sol. Thornton, Bishop Auckland.
- ELLIOTT, THOMAS, strengthener, Aberavon. Pet. Nov. 20. Dec. 8, at three, at office of Sol. Tennant and Jones, Aberavon.
- EMBLETON, JOHN GAWEN, painter, Newcastle. Pet. Nov. 22. Dec. 8, at eleven, at office of Sol. Von Dommer, Newcastle.
- FALLER, BENEDICT, watchmaker, Leeds. Pet. Nov. 21. Dec. 7, at three, at office of Sol. Granger, Leeds.
- FIELD, THOMAS, coal merchant, Neston. Pet. Nov. 22. Dec. 8, at two, at office of Sol. Lyon and Reynolds, Liverpool.
- FISHER, ALFRED, artificial florist, Packington-st., Clerkenwell. Pet. Nov. 22. Dec. 11, at one, at the London Joint Stock Bank-chmbs, West Smithfield. Sol. Hubbard.
- FOSTER, CHARLES, cab proprietor, Rotherfield. Pet. Nov. 22. Dec. 7, at twelve, at office of Sol. Messrs. Clegg, Sheffield.
- FRANKLING, SAMUEL CRISP, baker, Wighton. Pet. Nov. 21. Dec. 8, at half-past eleven, at office of Sol. Doynes, Wells.
- GLENWRIGHT, THOMAS, wine merchant, Row Law, Durham. Pet. Nov. 21. Dec. 11, at three, at office of Sol. Chapman, Durham.
- GOODALL, JOHN, rag merchant, Batley. Pet. Nov. 22. Dec. 11, at three, at office of Sol. Ibberson, Dewsbury.
- GOODYEAR, CHARLES, granite merchant, Westminster-chmbs, Victoria-st., also St. James, New-croft, and St. Edward, Bishopsgate, and Wed-chmbs. Pet. Nov. 21. Dec. 11, at two, at the Guildhall coffee-house, Gresham-st. Sol. Walters and Gush, Finsbury-circus.





## To Readers and Correspondents.

ask whether it is customary for counsel to demand 'prepayment of it certainly is not, but there is no reason why counsel should not remuneration in the case of country clients whom they have never ore, and may never hear of again. Our correspondent evidently counsel's fees never go unpaid, which we are sorry to say is not erience.

communications are invariably rejected.

tions must be authenticated by the name and address of the writer ly for publication, but as a guarantee of good faith.

tions intended for the Editor (SOLICITORS' DEPARTMENT) should ed.

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not been reported. The opinion seems to prevail that under such circumstances the agent cannot recover. We believe and hope that this is the law, and, if generally enforced, it will strike at the root of a most mischievous custom prevalent amongst publichouse agents.

A POINT upon which two registrars in bankruptcy have arrived at precisely opposite conclusions, came before the Court of Appeal on Thursday, viz., whether the title of a trustee relates back to a secret act of bankruptcy, so as to defeat the title of a bill of sale holder who subsequent to such act of bankruptcy (his bill of sale being unregistered) takes actual possession before the filing of a petition for liquidation. The case raising the question stands adjourned for a fortnight.

THE extensive powers of a surveyor of highways are, we hope, not often abused, for the recent important judgment of the Divisional Court for Appeals from inferior courts in *Denny v. Thwaites* shows how little the Judges of the present day are disposed to curtail them. The facts were these. The appellant was surveyor of highways, and had put down a pipe under the access from a highway to the dwelling house of the respondent. This pipe the respondent had taken up, and in lieu of it had constructed a culvert of larger dimensions, thereby raising the access to his house, and raising the highway to such an extent as in the opinion of the appellant to cause a nuisance. The appellant then gave notice to the respondent to abate the nuisance, and upon the notice being disregarded, caused the ground to be broken up to the damage of the respondent's culvert. Thereupon the respondent complained before justices, under the Malicious Injury to Property Act, s. 52, and the justices convicted the appellant, and fined him 1s. A case was stated under 20 & 21 Vict. c. 43, and the convicting justices found (*inter alia*) that the appellant had not acted under a reasonable supposition of right. It was forcibly contended for the respondent that this finding was enough to justify the court in giving judgment in his favour. But in a written judgment the court pronounced for the appellant upon this and all other points raised. "There might," they say, "be special circumstances under which a private owner might have an exclusive right to a particular drain, but such circumstances do not exist in this particular case. The surveyor has in general the sole control over the drains, &c., by the side of the highway, and if the drain be constructed so as to affect the use of the highway, he would be authorised to alter it." The points of law involved were of considerable difficulty, and we will not at present question the correctness of the decision. But it is a matter of regret that the Appellate Jurisdiction Act of 1876 has now entirely done away with the appeal to the Court of Appeal which was given by the 45th section of the Judicature Act of 1873, by special leave of the divisional court.

THE case of *Hervey Bathurst v. Stanley; Craven v. Stanley*, in which judgment was delivered by the Court of Appeal on the 2nd inst., affords a fresh and remarkable instance of the difficulty which the courts have so frequently to contend with of reconciling the evident intention of a testator with the language in which he has expressed it. By the will in question, which was made in 1814, the testator devised his real estates to Richard Fermor for life, with remainder to his first and other sons in tail male, with remainder to Rowland Stanley, second son of Sir Thomas Stanley, of Horton, for life, and his sons, then to John Stanley, the third son of Sir Thomas, and his sons, and then to Charles Stanley, the fourth son, and his sons, with remainder to the use of the testator's right heirs. There was a provision that the devisee should take the testator's name and arms; and it was further provided that "in case Rowland, John, or Charles Stanley should become the eldest son" of Sir Thomas Stanley, then, and as often as the same should happen, the bequest to him of the estates in question should be void as though he were dead, and they were to go to the devisee next in remainder. Richard Fermor died during the lifetime of the testator without issue. Sir Thomas Stanley died in 1841, and his eldest son, William, succeeded to the title and family estates. On the death of William, his brother Rowland succeeded to the title but not to the estates. On the death of Rowland, in 1875, John, the present defendant, succeeded him. The fourth brother, Charles, had died previously. The plaintiffs claimed that the ultimate limitation in remainder must now take effect. The MASTER of the ROLLS decided in their favour, and, in the Court of Appeal, BRAMWELL, J.A., was of the same opinion. Lord Justice JAMES, however, gave judgment in favour of the defendant, and in this judgment BAGGALLAY, J.A., concurred. They held that sole surviving and eldest were not synonymous terms, and that a man could not literally become eldest unless he had juniors; that the context showed the meaning to be the eldest of the sons of a living man; and that in matters of estate and dignity the words "eldest son" had a technical meaning, and did not mean first born or eldest of the sons, but a boy or man who has a living father and no senior in age or line. BRAMWELL, J.A., *dissentiente*, said that the natural meaning of the words was attended by con-

## THE LAWYERS' ALMANAC FOR 1877.

It will be sent to Subscribers to the LAW TIMES on the 1st of January.

## Law and the Lawyers.

Last an announcement appeared in the legal notices papers that a divisional court would sit at West-  
lake motions from all the divisions. Several counsel  
t only to find that the statement was incorrect. The  
nsible for these notices ought to be more careful,  
sittings of the courts are frequently so spasmodic  
y, that subordinate officials must not be expected to  
accurate. The time of counsel and solicitors, how-  
their own, and cannot be frittered away without  
olic business.

of very great importance to commission agents was  
ivisional Court on Monday, namely, is an agent who  
ly commission from a vendor disentitled to recover  
from the vendee. It appears that a judgment has  
given on the point, but, for some reason or other, has  
L.—No. 1758.

sequences which the testator did not intend; but that the question was not what the testator meant, but what he had said. On the whole, we incline to the view of the majority in the Court of Appeal. In *Price v. Strange* (6 Madd. 159), Sir JOHN LEACH says, "It is a sound rule of construction to understand words in the ordinary sense, unless controlled by a different intention appearing upon the whole instrument." Now, if the words here are to be understood in their ordinary sense, we should be of opinion that the judgment of the MASTER of the Rolls and of BRAMWELL, J.A., was right. But we think that they are "controlled by a different intention appearing upon the whole instrument." The intention is evident here that the testator meant to exclude not the person who should become the eldest son of Sir Thomas Stanley *simpliciter*, but the person who, in so doing, should alter his position so as to assume that occupied by the then eldest son of Sir Thomas Stanley. The intention of a testator, however apparent, cannot override the plain meaning of his words, if there is only one meaning attachable to them; but where there is a secondary meaning, which, though less obvious than the ordinary, is more in accordance with the rest of the instrument, that is the interpretation which should be adopted.

THE decision of Vice-Chancellor HALL in the recent case of *Orr v. Diaper* (35 L. T. Rep. N. S. 468) affords an important illustration of the law of discovery. The plaintiffs were manufacturers of thread, who sent their goods to foreign markets through the defendants, who were shippers and carriers. The thread and sewing cotton manufactured by the plaintiffs were wrought up into small balls, and these again having been covered with blue paper, were inclosed in drab coloured paper packets. In addition to these wrappers the plaintiffs used different coloured tickets with particular devices and inscriptions to mark the cotton and thread as of their make, a fact commonly known to persons interested in their trade and manufacture. Having discovered that the defendants were in the habit of shipping thread made up in similar coloured papers, and marked with similar tickets to those of the plaintiff's manufacture, though it was not made by them, the plaintiffs being unable to obtain information from the defendants, brought an action for discovery. The defendants demurred on the ground that they were not sufficiently interested in the contemplated proceedings, and were liable to be examined in such proceedings as witnesses. The object of discovery, with a few exceptions, among which the present case cannot be reckoned, is, it was urged, to make use of it against the person of whom it is asked. Lord HARDWICKE, amongst other judges, has affirmed the general principle that you cannot make one a defendant to a bill who is merely a witness, in order to have a discovery of what he can say to the matter, though he is properly examinable as a witness: (see *Plummer v. May*, 1 Ves. 426). But in the same case his Lordship recognised a limitation of the general rule by admitting that the mere fact that the defendant is examinable as a witness will not of itself prevent discovery. In a later case (*Dixon v. Enoch*, 26 L. T. Rep. N. S. 127) an action was brought to discover who the proprietors of a newspaper were, Vice-Chancellor WICKENS observed in the course of his judgment that "the supposition that if the plaintiff knows the name of one proprietor he can make him tell the names of all the others; but that not knowing one name, he cannot get the information from the printer and publisher, who is the agent of the proprietor, and is put forth to stand between them and the public, is one that does not commend itself to one's common sense, and is not to be accepted without absolute necessity." This view was adopted by Vice-Chancellor HALL, and the demurrer was overruled. "The plaintiffs," said his Lordship, "can do nothing without discovery; they are at a dead lock; they can take no effectual proceedings against anyone unless they obtain the discovery that they ask. The other authorities referred to, viz. *Queen of Portugal v. Glyn* (7 Cl. & Fin. 466); *Mayor and Corporation of London v. Levy* (8 Vesey, 404), do not prevent this bill from being maintained." To the objection that the plaintiff could not ask for discovery alone against the defendants without at the same time taking other proceedings against them, the VICE-CHANCELLOR replied that the "plaintiffs want to take complete measures against the real delinquents. They want to make the shippers liable. . . . The plaintiffs do show a title to sue the defendants in some other court under the old practice, but now, by reason of the union of all the courts, in this court." It may be very fairly contended, no doubt, that *Dixon v. Enoch* (*ubi sup.*) being a decision upon 6 & 7 Will. 4, c. 76, was not in point, and it appears to us that such a contention has much weight. Vice-Chancellor HALL was apparently of a different opinion, for he remarked that the reasons given in that case applied to *Orr v. Diaper*. This remark obviously requires limitation. Whatever was said in *Dixon v. Enoch* bearing upon the present case can only be considered in the light of *obiter dicta* when applied to a case that does not fall under the same statute. This seems to be the weak point in the judgment of Vice-Chancellor HALL; and it is the more noteworthy, inasmuch as the decision is made apparently to turn upon the

dictum from *Dixon v. Enoch*, which we have already quoted. The decision is nevertheless supported by the opinions of Lord BADELÉ, quoted during argument.

THE caution exercised by the Judges in ordering a statement of claim to be wholly struck out is sufficiently apparent, even in the case of *Cashin v. Craddock* (35 L. T. Rep. N. S. 452), where an order was upheld by the Court of Appeal. The first rule of Order XXVII., it will be recollected, gives power to the court, a Judge at any step of the proceedings to order to be struck out or amended any matter in a statement of claim, defence, or reply which may be scandalous, or which may tend to prejudice, embarrass, or delay the fair trial of the action. In the above case the statement of claim had been drawn by the plaintiff himself, and sued for damages for breach of contract, arising out of an agreement to sell certain collieries to a Coal Supply Company. The statement of claim, consisting of sixty-four paragraphs, occupied eighteen printed pages, was objected to, on the ground that it was scandalous, and tended to prejudice and delay the fair trial of the action. The main ground of the objection was that the statement contained all kinds of charges of fraud against several of the defendants, and that it was drawn in such a confused way that it was impossible to ascertain what was the real ground of complaint. Vice-Chancellor BACON made an order striking out the statement, reserving to the plaintiff his full right of making another. The plaintiff appealed; the order was affirmed. "It is conceivable," said Lord Justice JAMES, "that there might be a ground of a claim if expressed by a proper statement, but it is impossible for half a dozen defendants to be called upon, and VICE-CHANCELLOR said, to answer statements of this kind, containing all kinds of charges of falsehood and perjury and quite irrelevant to the case, and I do not think it possible to separate them, or that the statement can be amended by striking out what is wrong. It is not for the court to make the plaintiff's claim for him, or to say how much may be supported." Lord Justice MELLISH agreed with this view, but Sir R. BAGGELLWELL, entertaining some doubts, seems to have regretted that it was not heard on behalf of the appellant. Sir RICHARD C. O. WILKES, having regard to Order XVI. with reference to multifariousness, as well as to the terms of Order XXVII., the plaintiff had not a right to introduce the various matters in respect of which he claimed relief all together in the same statement. This seems to us rather beside the question, which was not whether the plaintiff might claim multifarious relief, but whether he might upon the records of the court a variety of accusations quite irrelevant to the relief he actually sought. The question was not multifariousness. We think we may go further and say that Order XVI. must be controlled by the operation of rule 1 of Order XVII., in other words, that no right to join parties severally, or in the alternative, or to claim alternative relief entitles the plaintiff to garnish his statement with charges of falsehood and perjury and matters quite irrelevant to the relief asked. As to the sympathy shown to the plaintiff from the fact that he conducted his own case, we rather agree with Vice-Chancellor BACON, who said "It is not for me to point to the plaintiff how he might frame his statement if he has any cause of complaint against the defendants. If he does not take advice he must then run the risk of acting on his own advice. That I cannot help." This is clearly the principle, otherwise a person might be made to suffer from the very fact that he employed counsel, whereas the other relies on his own unaided powers and the sympathy of the court.

#### TRIAL BY JURY IN THE CHANCERY DIVISION. FURTHER REMARKS.

ON Nov. 30th the new Rules of December 1876, were By Order XXXVI., rule 29a, of those Rules, it is enacted "Where in any action in the Chancery Division the action question at issue in the action, is ordered to be tried by a commissioner of assize or at the London or Middlesex sitting any division other than the Chancery Division, the ordering such trial shall state on its face the reasons for which it is expedient that the action, question, or issue, should be so tried and should not be tried in the Chancery Division."

That rule seems to strengthen the view taken by us in our leading article of last week entitled "Trial by Jury in the Chancery Division." In future, it seems, that the Chancery Judge has an absolute discretion as to whether the action shall be tried by a jury or not. That being so, the plaintiff's cause has been transferred to the Chancery Division, will be utterly deprived of his right to have the question of fraud tried by a jury even in the circumlocutory way of having it sent down under that order, unless the Judge to whom the case is transferred deems that course expedient.

However, it appears that the view taken by the learned Judge in the case of *Holmes v. Harvey* is not shared by all the Judges. In the case of *Hilton v. Fletcher*, which came before the Lord Justice of England and Baron Pollock on Monday last (the



the case, and in making observations on the parties concerned, and their instruments or agents in bringing the cause into court." And the counsel who argued that case put it on the same ground. "In truth," they said, "the freedom of speech at the Bar is the privilege of the clients, and not of the counsel." And this was pointed out still more clearly by the Lord Chief Baron when he said: "I think it essential that you (the jury) and the public should clearly understand that the privilege claimed by the defendant, Mr. Higgins, as applicable to this case, is not that of counsel, but the privilege of the people of England as represented by counsel. It is essential to the well-being of the whole community that a counsel, when once engaged, should discharge his duty fearlessly, without the shadow or shade of apprehension as to the consequences."

There can be no doubt that this is the true ground of the privilege, which also arises from the reason of the thing itself. This is pointed out so clearly in the argument of the counsel in the case of *Hodgson v. Scarlett* that we reproduce their remarks here: "If the counsel are not protected by law, it will be a very great misfortune to the clients of persons placed in similar situations. Every man's efforts will be shackled unless he is to be allowed to make such observations as, in the fair and honest discharge of his duty, he may think necessary for his clients. In truth the freedom of speech at the Bar is the privilege of the clients, and not of the counsel. It would be impossible for matters properly to be discussed at Nisi Prius, unless considerable latitude were allowed, and if any evil follows from this, it must be endured for the sake of the greater good which attends it."

The first case in which this question of privilege arose in a court of law was the case of *Brook v. Sir Henry Montague* (Cro. Jac. 90), decided in the reign of King James the First, where it was held that "a counsellor in law retained hath a privilege to enforce anything which is informed him by his client, and to give it in evidence, it being pertinent to the matter in question, and not to examine whether it be true or false." And so in *Wood v. Gunton* (Styles, 462), decided in 1655, "If a counsel speaks scandalous words against one, in defending his client's cause, an action lies not against him for so doing, for it is his duty to speak for his client, and it shall be intended to be spoken according to his client's instructions." In *Hodgson v. Scarlett* (1 B. & Ald. 240), decided in 1818, the question was fully considered, and the same doctrine was laid down. Lord Ellenborough, as before pointed out, putting it on the ground of public convenience. Justice Holroyd, put it on a similar ground, viz., that the privilege of counsel was the same as the privilege afforded to the party in the judicial proceeding. "It would seem," he said, "that such an action cannot be supported for words false and malicious spoken by a party conducting his own case before a court of competent jurisdiction; and if a counsel be in the same situation as the party, then such an action cannot be supported against counsel. If they be fair comments upon the evidence, and be relevant to the matter in issue, then, unless express malice be shown, the occasion justifies them. If, however, it be proved that they were not spoken *bona fide* or express malice be shown, then they may be actionable; at least our judgment in the present case does not decide that they would not be so." It will be seen that Mr. Justice Holroyd seemed to be inclined to qualify this privilege, and to hold that it was by no means absolute; but we apprehend that in the present state of the law that qualification does not exist, and that the privilege is absolute when the comment is relevant to the matter in issue. When, in the case of *Lewis v. Higgins*, Mr. Serjt. Parry proposed to put his client, Mr. Lewis, into the box, the Lord Chief Baron intimated in the most decided manner that he should allow no questions to be put to Mr. Lewis except such as went to show that the words were in fact spoken. Addressing Serjt. Parry he observed, "If you think fit to put Mr. Lewis in the box, I cannot prevent your doing so, but I must tell the jury that assuming it is proved that the words were spoken by the defendant, yet if they were spoken by him in his character of counsel in a suit, the action cannot be maintained. I cannot enter into any other question, nor can I receive any evidence as to what were Mr. Higgins' instructions. I can receive evidence only to show first that the words were spoken, and, secondly, the occasion on which they were spoken. I must tell the jury that the law of England forbids me to enter into any other questions in the case, and does not authorise them to enter into and to determine upon the merits of a case affecting the character of a member of the Bar of England, which depends entirely upon what has been stated by him in a cause legitimately before the judge in a court of justice." The privilege accorded to counsel, when properly understood, is a wholesome privilege, and one that is absolutely necessary for the due administration of justice, and to further the true interests of the public. In the words of the Attorney-General, Sir John Holker, "an advocate is worthless if he be not fearless," and we by no means look forward to the day when the tongues of counsel shall be tied, and when advocates shall shrink from doing their duty to their clients for fear of the consequences resulting to themselves. The greatest safeguard against the abuse of this privilege lies in the general good sense and honourable feeling of the Bench, and together with the judicious controlling influence of the

Bench. Possibly it may occasionally be abused, but we think that the occasions are very rare indeed; and, at all events, the evil does follow from the exercise of the privilege, which is far from admitting, "it must be endured for the sake of the greater good which attends it."

#### AGENCY—LIABILITY OF AGENT TO PRINCIPAL FOR OMISSION TO PERFORM GRATUITOUS UNDERTAKING.(a)

In order to maintain an action against an alleged agent for omitting to perform something undertaken, the principal must shew that the agent was bound either by contract or custom by some duty imposed on him by law to do the particular thing. When there has been no consideration for his promise it can be said that the agent is bound by contract. This was held clearly in the old law books. Thus it was said, if a person promises me to build a house for me within a given time, an action lies for non-performance, unless a consideration be shewn for it: (1 Rol. Abr. 9, E. 41.) To the same effect are the dicta of Lord Holt in the case of *Coggs v. Bernard* (Lord 909), where he says: "It is objected that there is no consideration to ground the promise upon, and, therefore, the undertaking is but *nudum pactum*. But to this I answer that the entrusting him with the goods is a sufficient consideration to bind him to a careful management. Indeed, if the agreement had been executory to carry these brandies from the one place to another such a day, the defendant had not been bound to carry them. But this is a different case, for *assumpsit* does not only lie for a future agreement, but in such a case as this it signifies an actual entry upon the thing and taking the trust upon him. And if a man will do that, and miscarries in the performance of his trust, an action will lie against him for that, though he could have compelled him to do the thing. The 19 Hen. 6, 4, and the other cases cited by my brothers, shew that this is the law. But in the 11 Hen. 4, 33 the difference is clearly pointed out, that is the only case concerning this matter which has not been cited by my brothers. There the action was brought against a carpenter, for that he had undertaken to build the plaintiff's house within such a time, and had not done it, and it was adjudged that an action would not lie. But there the question was put to the jury: What if he had built the house unskillfully? and it is agreed that in that case an action would lie" (see, too, *Lea v. Welch*, 2 Ld. Raym. 1516: Such a custom exists in the case of a ferryman, a porter, or innkeeper (see *Eless v. Gatward*, 5 T. R. 143), but in the case of an attorney (*Fish v. Kelly*, 17 C. B., N. S., 1884).

There are but few reported cases in which any question of liability of an unremunerated agent for *non-feasance* has been raised. The most recent appears to be that of *Baile v. Balfour* (*infra*). The law was settled at an early period, and remained.

In *Eless v. Gatward* (5 T. R. 143), 1793, it was all the declaration that the plaintiffs being about to build a wall and to rebuild certain parts of a dwelling house, were desirous of having the necessary work completely finished by a certain time. It was further alleged that the plaintiffs had given special instance and request of the defendant, a builder, to do and perform all the bricklayers' and carpenters' work should be requisite, and within the time mentioned. The breach was that the defendant neither did nor would finish the work as agreed. In consequence of the defendant's neglect the walls of the premises in question were greatly sapped and rotted, and the ceilings damaged and falling. The defendant demurred, and the demurrer was allowed. A count which stated that the plaintiff being possessed of the materials, retained the defendant to perform the carpenter's work on certain buildings of the plaintiff, and to use the materials, but that the defendant, instead of using those, used new ones, and thereby increased the expense was held to be good. The judgments in this case contain full exposition of the law on the subject.

Lord Kenyon said: "If this had been an action of *assumpsit* it could not have been supported for want of a consideration. It would have been *nudum pactum*. . . . I do not think that the count in the declaration is good in law. It states that the defendant, who is a carpenter, was retained by the plaintiffs to build and repair certain houses; but it is not stated that he received any consideration, or that he entered upon his work. The consideration results from his situation as a carpenter; the undertaking is he bound to perform all the work tendered to him; and therefore the amount of this is the consideration. The defendant has merely told a falsehood, and has not performed his promise; but for his nonperformance of it no action can be supported. . . . Upon the authority of *Coggs v. Bernard*, cases there noticed, not contradicted by any other decision, that the first count for *non-feasance* is bad, but that the second count may be supported. . . . This comes within the c

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.



superior Judge is unable to deal with it? If Chief Judge Bacon is qualified to review decisions of the County Courts in bankruptcy, surely any one of the Judges at Westminster is qualified to dispose of the far less important questions which come up by way of appeal from the common law jurisdiction of County Courts. Yet a rule renders it necessary that they should be heard before a plurality of Judges. Herein will be found a lamentable waste of judicial power.

Now a word or two upon the course of procedure on interlocutory matters, such as joinder of parties and notice to third parties. Mr. Finlason gives a perfectly accurate sketch of the powers given to suitors by the Judicature Act, but he does not appear to have been furnished with the materials necessary to show him that by narrow and technical construction the Judges are largely discouraging the use of the power thus given. It is only necessary to read such cases as *Treleaven v. Bray*, *The Swansea Steamship Company v. Duncan*, and to know something of the extraordinary views taken by Masters and Judges at chambers, to be convinced that the spirit of sect. 24 of the Act of 1873 is not thoroughly appreciated.

It might be supposed from the foregoing observations that Mr. Finlason's work is mainly critical. It is critical to a considerable extent; but its chief merit consists in its historical retrospect. A long familiarity with common law procedure, and evidently ready means of access to chronicles of all kinds, places our author in an exceptionally advantageous position, and he has written under an evident sense of responsibility. Whilst his book will not rank with works of a practical character on the Judicature Act, it cannot fail to be of very considerable value to everyone interested in the progressive reform of our judicature. We hope it will be read by the Judges, and we trust that it will find its way into the hands of those who at any future time may aspire to amend our judicial system.

#### NEW EDITIONS.

A THIRD EDITION of Mr. Charley's *Real Property Acts 1874, 1875 and 1876, with Explanatory Notes*, has been issued. (London:

H. Sweet.) It contains, beyond the matter in the two previous issues, notes of recent decisions under the Real Property Act 1874; also the rules and orders under the Land Transfer Act 1875, arranged under the sections of the Act to which they are ancillary, and, further, the Real Property Acts of last session, namely, the Partition Act and the Settled Estates Act. Great care has evidently been bestowed in compiling the index, which is especially useful as a ready reference to the various provisions in the various Acts of Parliament.

We have received the fifth edition of *Morgan's Chancery Acts and Orders*, edited by Mr. Morgan and Mr. Challoner Chute (Stevens and Sons). The scheme of this work is so very well known that we may confine ourselves entirely to noticing what has been rendered necessary by recent legislation. The present condition of the machinery is eminently unsatisfactory. No better evidence of this could be afforded than that contained in the preface of the book. The Judicature Acts and Rules, we are told, have in the preserved by the side of the new practice a mass of Orders and Regulations which cannot, without great care and labour, be disentangled from those which have been expressly or implicitly swept away. This care and labour has been bestowed most conscientiously. The statutes passed since the last edition of *Chancery Acts* as those previously treated are now given, such as the Settled Estates Act Amendment Acts 1874 and 1876, the Partition Act of 1876, the Judicature Acts, and the Appellate Jurisdiction Act of this year. A most valuable feature is the annotation of the Rules of Court, which give all the recent cases, and is useful as a new edition of any of the works on Judicature law only. This edition of Mr. Morgan's treatise must, we believe, be the most popular with the Profession.

We have received copies of Diaries for 1877 from Messrs. Partridge and Cooper. As usual, they are cheap and full of useful and reliable information.

*Messrs. Blackwood's Scribbling Diary*, besides the usual information, gives postal district maps of London, Edinburgh, Liverpool, and Manchester.

### SOLICITORS' JOURNAL.

AN action by a solicitor against a barrister, for alleged slander spoken by the latter in open court, as an advocate discharging the functions of his office, is—we are happy to say—not often met with in the records of litigation in our courts of justice. Such, however, is the case of *Lewis v. Higgins*, which was disposed of by the Lord Chief Baron and a special jury, at Guildhall, on the 4th inst. The case is not new to the Profession, for we referred to it at some length in our issue of the 17th of June last, in connection with the efforts made by the plaintiff to deliver certain highly important interrogatories to the defendant, but which the latter successfully resisted. Without pretending to know what would have been the answer of the defendant to the interrogatories, the nature of which were made public, we may say that the plaintiff (Mr. George Lewis, of the firm of Messrs. Lewis and Lewis, the well-known firm of solicitors in Ely-place, London), having failed on appeal even in his effort to interrogate the defendant (Mr. Higgins, Q.C., of the Chancery Bar), lost the only chance he had of presenting his case to the jury in the shape in which he was justified in expecting that he would be permitted to do so. The issues of this action, however, even as raised before the Lord Chief Baron, are of the gravest import to every solicitor, and the numerous communications we have received upon the subject of this action sufficiently mark the interest which solicitors have taken, and continue to take, in the case. The action may be regarded from three distinct and separate points of view. That of the public, the Bar, and, thirdly, the solicitors. We will confine ourselves to a consideration of the third point of view also. The language used by Mr. Higgins, and which constituted the alleged slander, was very strong, amounting, as Mr. Serjt. Parry said, to a charge against the plaintiff of a character which, if true, called for his appearance "at the bar of a criminal court to be sentenced to penal servitude." We will not here reproduce the words used by Mr. Higgins, the defendant, but who, having considered them, will deny that they must have given inexpressible pain to a man who for nearly half a century has laboured so as to elevate himself to a high position in a Profession which, to use Mr. Serjeant Parry's words, is "equally as important as their own," speaking of the Bar. The course taken by Mr. Lewis,

then, in bringing his action, was inevitable. The Lord Chief Baron reminded the jury that the extraordinary protection given to counsel placed as "Mr. Higgins was," was essential to the liberties of the people. No doubt; and all that can be hoped is that counsel will not abuse the privilege. When they do so, no plea of acting upon instructions can be of avail to save them from universal censure. Mr. Lewis's high reputation is well known, and it remains unsullied with the stain of evil. Mr. Higgins, Q.C., is equally well known for the faithful and honest discharge of the onerous duties of an extensive practice at the Bar, but who in this case, we hope he considers, used language of a character which will never "pass his lips again," in any case, where the facts are as narrated by Mr. Serjeant Parry in the case before us. It would serve no useful purpose—it is not our duty or our privilege—to assail or defend the professional reputation of either the plaintiff or the defendant in this case, nor have we pretended to do so. These may safely be left to public observation: indeed, we are convinced that there is no ground for saying anything which can compromise the reputation of either gentleman. Mr. Lewis has done all he can to vindicate his character in a court of justice, and, at the worst, Mr. Higgins has not offended further than as alleged against him by Mr. Serjeant Parry. If the latter has done no more than in the interests of the Bar he was called upon to do, we are indeed sure that Mr. Lewis has earned the thanks of the whole body of solicitors by the steps he has taken to vindicate the common rights of a Profession as honourable as any in the country.

In another column we publish the annual report of the Bolton Law Society. We deal with this report, for the most part, in our last issue. We will, however, here call attention to a commendable step taken by the committee of this society, in regard to the growth of the Profession in Bolton, and in regard to the necessity for securing the exclusion from the Profession of unsuitable persons. In the report we read, the committee "call especial attention to that part of rule 16 of the rules of the society, which provides that the minimum premium to be taken with an articled clerk be £200, and express their confidence that this regulation will be honourably adhered to by the members." If such a plan were adopted throughout the Profession, it would do as much to keep out unsuitable persons from our ranks as the severest preliminary examination

would accomplish: but, unfortunately, in many parts of England, especially in the south, and in London, Manchester, Birmingham, and Liverpool, the very reverse of any such professional understanding exists. Articles of clerkship as we might say, almost given away, and thus enter the Profession whose want of education, whose local connections operate to drag down the Profession in some districts below its legitimate level. No rule such as that which exists at Bolton can be enforced. It is purely a matter of honor, which, unless faithfully acted up to, will create a remedy worse than the disease, for while on the one hand, first-rate men enter the Profession, on the other, most unsuitable men will gain admission, and so we should have two distinct sets of professional men in a town, who never would be able to pull together. Solicitors who are ready to give articles to uneducated clerks, and assist such clerks to pass the examinations, merely for the purpose of earning their own selfish ends, will never conform to such a code of honour as that embodied in the rules of the Bolton Law Society. Such men should, of course, be admitted to membership of local law societies. We hope the rule and the etiquette of the Bolton Law Society will be adopted by other law societies. Subscriptions to country law societies should be fixed at as low a figure as possible, not only because country solicitors, in a large number of cases, belong to London law societies, but, further, because the subscription should not afford any local solicitor an excuse for not joining a local law society. We could mention cases of country societies in which the subscription is only a nominal one (five shillings), which is, of course, sufficient to meet the expense of circulars and postage. The great thing is to get cohesion among solicitors throughout the country.

AN accountant who was until recently a solicitor's clerk, has addressed the following letter to the client of a solicitor at Swansea:—"I am instructed by the Sheriff of Glamorgan to apply to you for the immediate payment of the sum of £200, being the amount due from you to him, and of which you have had full particulars. Unless, therefore, the above amount be paid to me before twelve o'clock on the inst. next (sic), legal proceedings will be instituted for recovery thereof. Your immediate attention will oblige." It is needless to say that our correspondent's client regarded the application as from an officer of the Supreme Court. Of course, if the words "a solicitor will be instructed," &c., or words to such

## EXCHEQUER DIVISION.

Monday, Dec. 4.

(Before the LORD CHIEF BARON and a Special Jury.)

LEWIS v HIGGINS.

Privilege of Counsel.

THE statement of claim charged that the defendant falsely and maliciously spoke and published of the plaintiff, in his capacity as attorney in relation to certain matters in which he had been engaged as such attorney, and his conduct and management thereof certain words of a defamatory character. The defendant in his statement of defence alleged that he had uttered the words in question as counsel in certain proceedings before Vice-Chancellor Malins; that they were pertinent to matters then before the Court, and were uttered by him without malice, and solely as counsel in pursuance of his instructions; and that they were founded upon matters alleged in his instructions, and the affidavits made and in the evidence given in the said proceedings.

Parry, Serjt., Benjamin, Q.C., E. Smith, and Beresford appeared for the plaintiff; the Attorney-General (Sir J. Holker, Q.C.), T. Exiger, Q.C., and Lanyon for the defendant.

Parry, Serjt., in opening the case, said he appeared on behalf of Mr. George Henry Lewis, of the firm of Lewis and Lewis, the solicitors, of Ely-place, who brought this action against Mr. Napier Higgins, Q.C., a learned counsel practising in the Chancery Division of the High Court of Justice. He might premise that this action was not brought by Mr. Lewis with the object of obtaining large damages, but with the view of clearing himself from the very serious charges which had been brought against him by the speech of Mr. Higgins, which had caused him much mental distress and anguish. The words complained of were spoken by Mr. Higgins in a case of *Ex parte O'Hagan*, which was heard before Vice-Chancellor Malins on the 1st April last, and which arose out of the following circumstances:—A gentleman named Wright entered into certain transactions with a Mr. O'Hagan in reference to the purchase of a colliery. Mr. O'Hagan subsequently informed Mr. Wright that he had bought the property for him for £90,000, which sum Mr. Wright paid him in cheques and bills. Mr. Wright, however, soon afterwards had reason to doubt the validity of the transaction, and he consulted the plaintiff, Mr. Lewis, on the matter, under whose advice a criminal prosecution was instituted against O'Hagan, who was committed for trial at the Old Bailey for obtaining money under false pretences, a true bill being afterwards found against him by the grand jury. A suit in Chancery was also instituted by Mr. Wright, with a view of restraining the circulation of the bills he had given to O'Hagan, and preventing them from getting into the hands of "innocent holders." On the 30th April 1874 a consultation (at which Mr. Hardwick, O'Hagan's solicitor, was present) was held between Mr. Higgins, Q.C., Mr. Locock Webb, Mr. Henry Matthews, and Mr. Douglas Straight, the learned counsel who had been retained on behalf of O'Hagan in the Chancery suits and in the Criminal Court, with regard to the best course to be adopted on behalf of their client, and the result was that ultimately, with Mr. Hardwick's sanction, the Chancery suit was compromised and the criminal prosecution was dropped. Mr. Wright getting back some £25,000 of his money, besides obtaining possession of the colliery. Mr. Lewis would state positively that he had no hand whatever in the compromise in the criminal proceedings, and that it had been entered into against his desire. On the 23rd of the following Nov. O'Hagan made a claim against the West Cumberland Union Company, in which Mr. Wright was interested, for the sum of £315, for expenses in forming that company, and £26 13s. 4d. for fees payable to him as a director. The claim was disallowed by the chief clerk in Chancery, and was taken on appeal before Vice-Chancellor Malins on the 1st April last, when the defendant spoke the words now complained of, which were set forth in the plaintiff's statement of claim, as follows:—

The criminal proceedings were so got up and managed as to conduce to a mere money result. Mr. Hardwick would have you believe that when he went there he had no connection with Mr. George Lewis, and that he and Mr. George Lewis were on perfectly independent terms; that he went there as the solicitor of Mr. O'Hagan, and appeared in Mr. O'Hagan's instructions. If my theory of the case be correct, Mr. Lewis pulled the strings of the platform on which Mr. Hardwick danced, and the case in the Old Bailey proceedings were used and set up for the purpose of extracting a sum of money. The reasonable conclusion is that the criminal courts of this country were put in motion for the purpose of extracting a money result. These gentlemen go to the grand jury: they lay hold of this young man; they arrange what are called terms of compromise: they have his sworn testimony in their pockets, the very same testimony in respect of which they said before the Recorder there was no evidence whatever to justify the prosecution. Then they go to the jury and get a true bill issued by them. Is not that putting a pistol

to a man's head? Is not that worse than and highway robbery, and worse than any crime of the ordinary sort for which men are transported and convicted every day before magistrates and judges?

This was language which Mr. Higgins had thought fit to use in support of a claim set up by O'Hagan for some £300 and odd against the West Cumberland Union Coal Company. He was not at all sure that Mr. Higgins could justify from his instructions the pertinency of these remarks; but, at any rate, it would be for him to do so. He should be able to show that the compromise of the criminal proceedings was Mr. Wright's and not Mr. Lewis's act. The learned counsel then went on to say that it was probable that the jury had often heard of what was called the privilege of counsel—that meant the privilege which counsel might exercise on behalf of their clients, who were the public; but it was an erroneous view that that privilege applied personally to counsel for their own protection merely. It was recognised and acknowledged in our law and in that of all civilised communities, that the advocate is to be protected in the performance of his duties, so that he may speak freely, independently, and fearlessly, without regard to any consequences to himself. He had no doubt that the jury would look upon that as a wholesome and a sound privilege, but certainly it must have some limits, and advocates must be bound by some law with reference to individuals, whom they must not recklessly and wantonly attack. It was with great reluctance that he had to state a case against a member of his own profession, with whom, although not intimate, he had always been on terms of professional friendship and courtesy, and by whom he had always been treated in the kindest way; but he felt himself bound here by a higher law, and in stating this case he trusted he had not himself overstepped the limits of propriety. Mr. Higgins must have been fully acquainted with all the facts of the case, and must have been aware that the compromise was entirely against the wish of Mr. Lewis, and that if Mr. Higgins's instructions justified him in using the language he did they came from a tainted source. God forbid that he should be a member of a profession which required him to be the slave of his instructions: A counsel ought to examine his instructions carefully in all their bearings, in order to see whether they bore the probability of truth, and then having done that let him act fearlessly. But what had Mr. Higgins done in this case? Being suddenly called upon in the absence of his leader to address the Vice-Chancellor on behalf of O'Hagan's claim, he had indulged in the most extravagant language which should never have passed the lips of a counsel, and declared that Mr. Lewis's conduct was such that he deserved to have been tried at the bar of a Criminal Court and sentenced to penal servitude. If that assertion were made rashly and recklessly, he asked whether the counsel who uttered it ought not to be held responsible for it. He did not believe Mr. Higgins would ever in the course of his professional life allow such language to pass his lips again, and if that alone were to be the result of this trial, Mr. Lewis would deserve the thanks of the legal profession for bringing this matter forward. Mr. Lewis belonged to an important, a learned, and an honourable branch of that profession in which he had practised for upwards of a quarter of a century. In these circumstances, had Mr. Higgins exercised ordinary prudence and caution he would never have brought the charges he had done against Mr. Lewis, especially considering the foul source from which they had emanated. He would not read the two letters Mr. Lewis had written to Mr. Higgins asking for a retraction of those charges, but would merely observe that Mr. Higgins had replied that he was surprised that Mr. Lewis should make such an application, without expressing the slightest regret that he had uttered those charges against Mr. Lewis. Mr. Higgins had, on the contrary, taken up what, perhaps, some people would term a high ground, and had said, "I am a Queen's Counsel: I am a member of a most important profession, and I will vindicate the privileges of that profession," and defended himself on the ground that he had spoken the words complained of by Mr. Lewis in his capacity as counsel. He, however, did not believe that the jury would by their verdict sanction that assumption on the part of Mr. Higgins, while Mr. Lewis, by getting into the witness-box and denying the truth of these charges upon his oath, and subjecting himself to the powerful cross-examination of the Attorney-General, would accomplish the object he had in view, which was merely that of clearing his character without seeking damages at their hands.

At the conclusion of the learned counsel's speech.

KELLY, C.B., addressing Mr. Serjeant Parry, said:—You have enjoyed the great advantage and have availed yourself of the opportunity of addressing a jury of English gentlemen in a public

court of justice, and what you have said is truth and in fact is a complete vindication of character of your client, Mr. Lewis. I feel bound to inform you, however, that although I should think fit to place him in it I cannot do the appearance of Mr. Lewis in the witness-box and his proving that the words complained of were uttered by Mr. Higgins, it will be well nevertheless to tell the jury that, assuming it is proved that the words set forth in the statement of claim were uttered by the defendant, if those words were spoken by Mr. Higgins, character of counsel in a suit or legal proceeding before one of the judges of the land, in a court of justice, this action cannot be maintained. I can enter into no questions, neither can I receive any evidence as to what were the relations between Mr. Higgins and his client, or as to his instructions were on which he addressed Vice-Chancellor. Neither can I receive any evidence as to what occurred in any previous suit in any criminal charge which may have been brought against one party or the other, or only receive evidence on the points—first, did the words were spoken; and, secondly, at what occasion they were used.

Parry, Serjt., observed that the statement of defence admitted that the words were spoken by the defendant.

KELLY, C.B.—I must tell the jury that the law of England forbids me to enter into any questions in the case, and does not authorise me to enter into and to determine upon the merits of a case affecting the character of a member of the Bar of England, which depends entirely upon what has been stated by him in a case, and is not to be determined by the judge in a court of law. That has been held to be the law over and over again. You may, therefore, take what comes to your mind. If you like to call Mr. Lewis to the witness-box to prove that these words were spoken by Mr. Higgins, you are at liberty to do so.

Parry, Serjt.—It would be quite idle to call my Lord, because that would not carry any weight, as my Lord has in view—that does not depend upon oath the truth of the charges which have been brought against him.

KELLY, C.B.—Then I must direct the jury to find their verdict for the defendant.

The Attorney-General.—With your leave, permission, I should wish to say a few words on behalf of Mr. Napier Higgins. I myself have no objection whatever to Mr. Lewis getting into the box and making any statement he may think fit upon oath, and I am sure that I should be glad to have any imputation whatever upon him. I wish, however, to convey to you the position what is Mr. Napier Higgins's position in the matter. He was counsel for Mr. O'Hagan, and made an application to reverse the decision of Vice-Chancellor's Chief Clerk with reference to a claim against the West Cumberland Colliery Company, which was then being wound up. O'Hagan alleged that a sum of over £300 was due to him from the company for taking the necessary proceedings to establish the company, for less than him as director, and for travelling expenses. He was resisted by Mr. Wright, for whom Mr. Lewis acted as solicitor, on this ground. He said, "I am practically the West Cumberland Colliery Company; there are only a few other holders, and I have a great stake in the company. I say O'Hagan is not entitled to claim this, but the company is got up for the purpose of winding up the Durham Colliery, which I was asked to buy for £20,000, owing to the fraudulent mismanagement of O'Hagan." Whether or not the company was well founded in law, and whether the sum could be recovered from a company winding up, I do not pause to inquire. In the position, Wright, as represented by the plaintiff, made this contention when he came before him, and it was alleged on Wright's part that a compromise of the O'Hagan suit had been entered into between O'Hagan and others, and that this compromise was a confession of O'Hagan's guilt. This contention was put forward by Wright himself. It was most important that the nature of the compromise and the mode it was should be precisely stated, and the character of Mr. Higgins were made in the course of the nature of the compromise according to instructions. I am not going into a long commentary on the transactions, but I think of Mr. Higgins that there is not a word in his honour.

Serjeant Parry.—Certainly not.

The Attorney-General.—He had his instructions and his brief with the history of the proceedings between O'Hagan and Wright, and how the Durham Colliery came to be sold. They sold the colliery was sold originally by Messrs. Armstrong for £60,000. I entered into arrangements with the Financial Company, and they arranged a company which should take over the colliery and work it.

ther, that O'Hagan, the then secretary for the Financial Company, had communicated with Wright, and Wright ultimately bought the col- for £80,000, the originally agreed sum, plus £100,000, to be paid to satisfy the interest that strong, the Financial Company, and others acquired in the concern. That was carried And it was afterwards alleged by Wright he had been in fact defrauded. He said O'Hagan had consented to act as his agent, and he had mis-stated as to the £30,000; that it not to be paid to satisfy the persons in- ted, but for money advanced on the business. O'Hagan strenuously denied. Hence the sention. In addition to the brief, Mr. Higgins on the hearing the affidavits of O'Hagan and others, Mr. Roberts, &c., who corro- rated O'Hagan's testimony, and these detailed whole transaction. I say he was entitled to on the contents; and if the statements of the action and the affidavits were true—bear in I do not say they were—there is no But Mr. Higgins was justified in concluding the plaintiff and Mr. Hardwick were guilty grave misconduct. The compromise relied on guilty had been obtained by oppression and midation of the grossest character, and Mrs. Lewis and Hardwick were guilty of King conspired so to obtain it. Mind, I do not they were; God forbid that I should say any- g of the sort! But if the instructions were and the affidavits correct, Mr. Higgins was fied in so concluding. In advocating the me of his client a painful duty was cast upon - It was no pleasant thing which involved imputing to two members of an honourable sion—one of whom was slightly known to - and the other had been highly respected by for many years—dishonourable conduct. he, as counsel for the plaintiff, to shrink he his duty because it was a painful one? They know Mr. Higgins who suppose he would d discharging his duty and sacrifice his case use as an advocate he might give pain. He capable of so acting. An advocate is worth- unless he is fearless. No one knows this or than my learned friend Serjeant Parry. have the best example of it in his own con- Being fearless, the defendant stated boldly is observations that if his instructions were ort he was obliged to say they had acted un- fully, and he did not shrink from saying it. le sometimes are carried away. It is said if imputations were true, these gentlemen were etter than those consigned to penal servitude. is a high-flown expression? Perhaps so; but e instructions were correct they had con- d to commit acts of intimidation and op- sion, which had resulted in the ruin of agan. I believe it was not so brought about. Higgins made those statements as an ad- e, discharging a painful and disagreeable . He would have been unworthy of the e of the profession if he had shrunk from g so. What would become of an advocate if e held liable for uttering what he thinks? at were so, the sooner any advocates who do want to be sycophants abandon the profession better. My learned friend has himself attacked agan. He is instructed to say that a more ident, unfounded, and fraudulent charge never made. Suppose the verdict in the action for lions prosecution is wrong and obtained by evidence, thus O'Hagan is not guilty of any conduct. Can he turn round and bring an on against my learned friend, and lay his dam- at many thousands of pounds? It is not province to take up your time with a complete y of these transactions. Now, as to Mr. vis. No doubt he was attacked, and things re said against him which it was hard to bear. b, it was all done openly, founded on affidavits ore the Court, and he filed them himself. He d an opportunity of contradicting the statement, d he did so by his testimony, and he was sup- ported by a number of others, who affirmed his ount of the transaction. I do not say any- ing as to the truth of the matter. I must say, conclusion, he had the advantage of the avi- use in support of a reputation gained to my owledge by long years of honourable conduct in profession. The Vice-Chancellor decided ust the claim, and there was an end of the eeding. It is said the defendant has taken high ground here; but the privilege of counsel attacked in this action. As to expressions of ret, Mr. Higgins cannot say he regrets the use he pursued when the words were uttered, use to say so would not be the truth; because e were to act again he could not act differently; he does say that he much regrets that the dis- arge of his duty made it his lot to make obser- ions which occasioned annoyance and inflicted n—I fear very considerable pain—on Mr. vis.

KELLY, C.B.—Gentlemen, it is my duty to set you to find a verdict for the defendant. or the addresses you have heard, I only make single observation, because I think it essential

that you and the public should clearly understand that the privilege claimed by the defendant as applicable to this case is not that of counsel, but the privilege of the people of England as represented by counsel. It is essential to the well-being of the whole community that a counsel, when once engaged, should discharge his duty fearlessly, without the shadow of a shade of apprehension as to the consequences. What would become of a case, say, between the Crown and a helpless individual in some proceeding, civil or criminal, unless counsel were at liberty fearlessly to defend his client without fear of the consequences? It was on that account that I interfered and told counsel not to proceed. The statements of Sergeant Parry and the Attorney-General were made ably and delicately. I hope I may presume to advise you to dismiss any im- pression either against Mr. Lewis or against Mr. Higgins. Mr. Lewis is here. He is a solicitor—a member of an honourable profession. As we all know, he has maintained for many years an unexceptionable character. It would be wrong to indulge even a surmise as to his character. But Mr. Higgins is also a gentleman, as we all know, of high and unexceptionable position. He is an eminent member of the Bar and a Queen's counsel. We are bound to hold, there- fore, that he is incapable of departing from the strict truth and honour of an English gen- tleman. Do not think of Mr. O'Hagan, or the propriety or impropriety of any proceed- ings which have passed. Dismiss from your minds the suit in Chancery, the criminal proceed- ings, and the action for malicious prosecution. Consider only the attempt which Mr. Lewis was perfectly justified in making to submit to you a question which the law, for the sake of the liberty of the subject, does not enable him to appeal to a jury to determine. I must direct you to find a verdict for the defendant.

Parry, Serjt.—I should prefer that the plain- tiff be nonsuited.

KELLY, C.B.—Certainly, if you wish it. The plaintiff was then accordingly nonsuited.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]

CROZIER (Rear Admiral Richard), R.N., West-hill, Fresh- water, Isle of Wight. One dividend on the sum of £2300 Three Per Cent. Annuities. Claimant, said Admiral Richard Crozier.

DOWDESWELL (William), of Pull Court, Tewkesbury, Esq., and DOWDESWELL (John Mundy), Lieut. H.M.'s 12th Lancers. £2307 11s. 4d. Reduced Three Per Cent. Annuities. Claimants, said William Dowdeswell and J. M. Dowdeswell.

ELLIER (Harriet), of Hemel Hempstead, Herts, spinster. £50 New Three Per Cent Annuities. Claimant, said H. Elliott.

ETTWEILL (William), of Ludden Park Farm, Great Bedwin, Wilts, yeoman. £75 5s. 3d. Three Per Cent Annuities. Claimant, said William Ettweill.

FORSYTH (Geo.), of Leadenhall street, London, Esq., and Pollard (Wm.), of Charlbury, Oxfordshire, Esq., one di- vidend on the sum of £2038 11s. Three per Cent. Annuities. Claimant, said Wm. Pollard.

TOLLEMACHE (Jno.), of Helmingham-hall, Suffolk, Esq.; Chat (Jno. Francis), Lieut.-Col. Grenadier Guards; Longe (Rev. Jno.), of Ipswich; and Cobbold (Henry Chevallier), of New Bridge-street, Cobham, Esq., £217 11s. 11d. Three per Cent. Annuities. Claimants, said Jno. Tolle-mache, Lieut.-Col. J. F. Chat, Rev. J. Longe, and H. C. Cobbold.

WYMAN (Wm.), of Fletton Lodge, near Peterborough, gen- tleman, one dividend on the sum of £1452 10s. 11d. Three per Cent. Annuities. Claimant, said Wm. Wyman.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

COMMERCIAL BANK (LIMITED). Petition for winding-up to be heard Dec. 15 before V.C.H. CROWN FIRE INSURANCE COMPANY. Creditors to send in by Dec. 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Chas. Wallington, 51, Moorgate-street, London, the official liquidator of the said creditor, Jan. 12, at the chambers of V.C.H., and at twelve o'clock is the time appointed for adjudicating upon such claims.

SHARROW ROLLING MILL COMPANY (LIMITED). Creditors to send in by Dec. 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Edwd. S. Foster, Sheffield, the official liquidator of the said company, Jan. 13, at the chambers of the M.R., at eleven o'clock, is the time for hearing and adjudicating upon such claims.

TASMANIAN MAIN LINE RAILWAY COMPANY (LIMITED).—Petition for winding-up to be heard Dec. 9, before the M.R.

MID-WALES HOTEL COMPANY (LIMITED).—Creditors to send in by Dec. 29 their names and addresses and the parti- culars of their claims, and the names and addresses of their solicitors (if any), to Robt. E. James, solicitor, 2, Moorgate-street—buildings, Moorgate—street, London. Jan. 13, at the chambers of the M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

#### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BODHAM (Wm. Tudor), 15, Queen-gardens, Notting Hill, Middlesex, a lieutenant-colonel in the army. Jan. 1; Robt. Griffin, solicitor, 2, Great George-street, West- minster. Jan. 15; V.C.H., at twelve o'clock.

COLLIER (Chas.), 14, Temple-street, Strood, Kent. Jan. 15; Jno. Thos. Prall, solicitor, Rochester, Kent. Jan. 30; V.C.H., at twelve o'clock.

CALOUR (Jno. A.), 53, Moscow-road, Bayswater, Middlesex, tailor. Jan. 15; Walter Jarvis, and Tristcott, solicitors, 22, Chancery-lane, London. Jan. 29; V.C.H., at twelve o'clock.

CLARK (Thos.), Carshalton, Surrey, gentleman, Jan. 15; Chas. W. Young, solicitor, 12, Essex-street, Strand, Lon- don. Jan. 31; V.C.H., at twelve o'clock.

POOLE (Emma), 7, York-terrace, Leamington, milliner and dressmaker. Jan. 10; Jos. Reeves, solicitor, Birmingham. READ (Enoch), Birmingham, potato merchant. Dec. 29; Jos. Ansell, solicitor, 42, Temple-street, Birmingham. Jan. 12; M.R., at eleven o'clock.

SMITH (Jno.), Dudley, gentleman. Dec. 30; Robert J. Watts, solicitor, Dudley. Jan. 15; M.R., at eleven o'clock.

TAYLOR (Wm. Samuel), Kingston-upon-Hull, Timber mer- chant's clerk. Jan. 1; Jos. L. Jacobs, solicitor, County- buildings, Kingston-upon-Hull. Jan. 12; V.C.H., at twelve o'clock.

THOMAS (John Jenkins), Caerdydy, near Cowbridge, Gla- mougan. Jan. 10; Richard W. Williams, solicitor, Cardiff, Glamorgan. Jan. 10; V.C.H., at twelve o'clock.

VARY (Wm.), Bagthorpe, York, farmer and horse dealer. Jan. 5; Robt. Danbey, solicitor, Stamford Bridge, near York. Jan. 10; V.C.H., at twelve o'clock.

WINSTANLEY (Wm.), Liverpool, miller. Dec. 29; Jno. At- kinson, solicitor, Liverpool. Jan. 12; M.R., at eleven o'clock.

WESKIN (Jos.), Bearton House, Hitchin, Herts, manager of Corroli Works. Jan. 1; Dillon, Webb, and Kelly, solicitors, 22, Chancery-lane, London. Jan. 10; V.C.H., at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ADAMS (Francis), Leicester, baker. Jan. 1; G. Stephenson, solicitor, 11, New-street, Leicester.

ALLAN (Jno.), East Listed, Southampton, yeoman. Feb. 1; Blackmore and Son, solicitors, Alresford.

ALEXANDER (John M.), 7, Rosbury-crescent, Edinburgh; of 21, Denbigh-street, Piccadilly, Middlesex; of 69, Denbigh- street, Piccadilly; and of the Junior Athenaeum Club, Piccadilly, Middlesex. Jan. 8; Kinsey and Ade, soli- citors, 9, Bloomsbury-place, London, W.C.

BUCKLEY (Jno.), late of Windsor, Berks, one of the Military Knight of Windsor, and formerly of Chatham, Kent, and a retired major in H.M.'s army. Jan. 15; Miss Sarah F. Buckley, 39, Upper Baker-street, London, N.W.

BEAUREL (Pierre F. J.), West Standfield House, Stoke-next- Guildford, Surrey, gentleman. Jan. 10; Putvoye and Co., solicitors, 23, John-street, Bedford-row, London.

BANNISTER (Jno.), Poole-road, Wimbome, Dorset. Dec. 15; Geo. Bannister, 34, Lorraine-road, Holloway, Middlesex.

CANT (David), Manchester, and of Didbury, Lancashire, joiner and builder. Jan. 27; Farrar and Hall, solicitors, 47, Princess-street, Manchester.

CLARKE (Seymour), Walthamstow, Essex, Esq. July 3; Johnston, Farquhar, and Leech, solicitors, 2, Moorgate- street, London.

CHAMBER (Lieut.-Gen. Wm.), 45, Mountjoy-square South, Dublin, and the Army and Navy Club. Jan. 1; Hardman and Son, solicitors, 2, Foster-place, Dublin.

DRAKFORD (David), formerly of Brookside, Sussex, late of Elm-grove, Sydenham, Kent, Esq. Dec. 30; Norris and Co., solicitors, 20, Bedford-row, London.

DIXON (Jos.), 5, Devonshire-street, Bloomsbury, Middlesex, gentleman. Jan. 10; R. B. Barrett, solicitor, 2, John- street, Bedford-row, London.

FREESTONE (Anthony Geo), St. Margaret's, Southelham, Suffolk, gentleman. Jan. 12; Horace A. Freestone, St. Peter's, Southelham.

GILL (Anthony), West Hartlepool, gentleman. Jan. 1; W. Todd, solicitor, 28, Town Wall, Hartlepool.

GOODMAN (John), Eastcott, Ruialip, Middlesex, farmer. Jan. 1; H. H. Mason and Son, solicitors, 14, Bedford- row, London.

GREENHOW (Dorothy), Kendal, spinster. Dec. 30; Jos. Swainson, jun., Kendal.

GRABY (Eleanor M.), Enville Hall, Stafford, spinster. Dec. 31; Henry Hall, Esq., Boothdale, Ashton-under-Lyne, Lancashire.

HANCOCK (Jane), Calverley House, Surbiton, Surrey, widow. Jan. 5; T. W. Denbey, Solicitor, 5, Frederick's-place, Old Jewry, London.

HAXELL (ADD N.), 24, Alma-street, St. John's Wood, Mid- dlesex, spinster. Jan. 1; Hicks and Arnold, solicitors, 1, Salisbury street, Strand, Middlesex.

LAW (Alexander), 5, Colville-gardens, Notting-hill, Middle- sex, a retired colonel of H.M.'s Madras Engineers. Jan. 1; Bridges and Co., solicitors, 25, Red Lion-square, London.

LEVETT (Wm.), Liverpool, Miller, but at the time of his death out of business. Dec. 29; Jevons, Ryley, and Style, solicitors, Liverpool.

MADGWELL (Redmond C.), 24, Fortess-terrace, Kentish Town, Middlesex, gentleman. Dec. 30; A. D. Bayley, solicitor, 25, Bucklersbury, London.

MASTERS (Jno), Braunston, Northampton, cornfactor. Dec. 15; John Bromwich, builder, Thornfield, Rugby.

McGEACHY (Sarah G.), 2, Windsor-terrace, Clifton, Bristol, widow. Dec. 30; J. Cooke and Son, solicitors, Shannon- court, Bristol.

MARRIS (Marianne), Thornton-beath, Surrey, widow. Jan. 3; R. S. Taylor and Son, solicitors, 4, Field-court, Gray's- inn, London.

COCKE (Wm.), Seaton, Devon, chemist. Dec. 25; W. For- ward, solicitor, Axminster.

PEARSON (Richard), 72, Francis-road, Edgbaston, Warwick, gentleman. Jan. 15; Griffiths, Bloxham, and Son, soli- citors, 6, Bennett's-hill, Birmingham.

PENNY (Louis M.), late of Marine Parade, or Terrace, Herne Bay, Kent, and formerly of 22, Weighton-road, South Penge Park, Anerley, Surrey, widow. Jan. 26; Merriman and Co., solicitors, 25, Austinians, London.

PARK (James), The Nook, Ulverston, Lancashire, gentleman. Dec. 25; Jas. Park, solicitor, Ulverston.

READ (Ellen), Partington, Chester, widow. Jan. 1; Gruney and Kershaw, solicitors, 31, Booth-street, Man- chester.

ROBERTSON (Jno.), 19, Princess-street, Hanover-square, and of 34, London-street, Fitzroy-square, London, tailor. Dec. 31; G. B. Wheeler, solicitor, 21, Queen Victoria-street, London, E.C.

SIMON (Jno. S.), Penny Bridge, Ulverston, Lancashire, gentleman. Jan. 10; C. G. Thomson and Wilson, soli- citors, Finkle-street, Kendal.

TUCK (Arthur), Blackheath, Kent, gentleman. Jan. 15; Reephane and Co., solicitors, 9, Bush lane, Cannon-street, London.

VAUGHAN (Hon. Edwd. C.), late a captain in the Rifle Brigade, and of 66, St. James's-square, Middlesex, and heretofore of Crosswood, near Aberystwith. Feb. 6; Tatham and Co., solicitors, 33, Lincoln's Inn-fields, London.

WILLIAMS (Jno.), formerly of Chester, but late of Treffos, Anglesea, Esq. Dec. 31; Potts and Roberts, solicitors, Chester.

WILSON (Henry), jun., Peaseod-street, New Windsor, Berks, victualler. Jan. 1; Bartley, Saxton, and Morgan, solicitors, 30, Somerset-street, Portman-square, London.

YOUNG (Dane Francis S.), late of 55, Ennismore-gardens, Prince's-gate, formerly of Prince's-terrace, Middlesex, widow. Jan. 11; M. and H. Turner, solicitors, 22, Sack- ville-street, Piccadilly, London.

#### REPORTS OF SALES.

Wednesday, Nov. 22.

By Messrs. E. W. RICHARDSON, at the Mart. Walthamstow.—Freehold ground rent of £40 per annum— sold for £770.

Barking.—Heath-street, freehold house with shop—sold for £320.





Walthamstow.—Nos. 9, 10, and 11, Marion-grove, term 27 years—sold for £201.  
 Gray's-inn-road.—No. 3, Southampton-street, term 25 years—sold for £294.  
 Holloway.—Nos. 11 to 13, and 14 to 16, Gloucester-road, term 75 years—sold for £290.

Thursday, Nov. 29.

By Mr. F. IMMAN SHARP, at the Mart.  
 Tottenham.—One-tenth of a rental of £50 per annum secured on a copyhold estate—sold for £110.  
 By Messrs. NEWBOLD and HARDING, at the Mart.  
 Islington.—No. 12, Frederick-place, term 71 years—sold for £229.  
 No. 2, Stonefield-terrace, term 29 years—sold for £280.  
 No. 33, Barnsbury-road, term 25 years—sold for £190.  
 No. 3, Barnsbury-road—sold for £153.  
 King's-cross.—Nos. 10 and 14, Harrison-street, term 25 years—sold for £285.  
 No. 1, Hastings-street, term 20 years—sold for £120.  
 Nos. 1 to 4, Southampton-terrace, term 10 years—sold for £201.  
 Kentish Town.—Nos. 37, 39, 41, and 43, Carlton-street, term 7 years—sold for £1130.

Friday, Dec. 1.

By Mr. JAMES BEAL, at the Mart.  
 Holloway.—Nos. 30, 31, 32, 33, and 34, Liverpool-road, freehold—sold for £254.  
 Freehold ground rents of £15 per annum—sold for £771.

By Mr. H. STANLEY, at Ely.

Cambs., Soham.—The residence called Soham-place, and 10a, 3r, 5p.—sold for £15,000.  
 The Soham steam and water mill, with house and stabling, &c.—sold for £250.  
 Bracks farm, containing 92a. 2p.—sold for £750.  
 Broad Hill farm, containing 8a. 3r. 2p.—sold for £250.  
 Barnham farm, containing 172a. 17p.—sold for £10,000.  
 Fodder Penn farm, containing 120a. 17. 2p.—sold for £250.  
 The graving grounds known as the Weatheralls, containing 6a. 6p.—sold for £715.  
 Numerous cottages and premises with enclosures of accommodation and building land containing 6a. 1r. 5p.—sold for £2070.

By Mr. T. C. KIRBY, at the Mart.

Greenwich.—Nos. 14 to 17, Trinity-grove, term 65 years—sold for £230.  
 Plumstead.—Nos. 1 to 4, Park-cottages, freehold—sold for £230.  
 Forest-hill.—Nos. 1 to 4, Grove-cottages, term 20 years—sold for £290.  
 Nos. 1 and 2, Water-cottages, term 55 years—sold for £330.  
 New-croft.—No. 23, Amersham-road, term 56 years—sold for £425.  
 Nos. 1 and 2, Brindley-street, term 40 years—sold for £240.  
 Deptford.—Nos. 2 and 4, Idonia-cottages, term 70 years—sold for £200.  
 New-croft.—Nos. 18, 19, and 20, Alexandra-street, term 70 years—sold for £200.  
 Deptford.—Nos. 28, and 29, James-street, term 70 years—sold for £200.  
 New-croft-road.—The residence called Alpha-house, term 67 years—sold for £400.  
 By Messrs. DEXHAM, TOWN, and FARMER, at the Mart.  
 Whitechapel.—Nos. 114a and 114b, Back Church-lane, freehold—sold for £2300.  
 Barnet, High-street.—Freehold house, with shop—sold for £200.  
 By Mr. G. HAWKINS, at the Mart.  
 Limon-grove.—Nos. 10 and 101, Devonshire-street, term 30 years—sold for £250.  
 Dorset-square.—No. 27, Boston-street, with stabling, term 25 years—sold for £200.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE following lectures and classes are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Equity Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Conveyancing, 6 to 7 o'clock p.m. Subscribers are not admitted to the Hall after lectures have commenced.

WHERE articles expire between the 10th Jan. and 15th April 1877, candidates may be examined in Jan. 1877, or, of course, at any subsequent examination.

In case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during December must be enrolled and registered at the Petty Bag Office on or before the same days in the month of June next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of December, they must be produced and entered at the Law Institution or before the same day of the month of March next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articulated students.

WE have before pointed out that the preliminary examination in Ireland subjects aspirants for the profession of solicitor to a much severer test than does the same examination in England and Wales.

In Ireland separate papers are given in Grecian History, Roman History, English History, geography, logic, and arithmetic. Nor can the questions on these several subjects be said to be commonplace by any means. Surely the time has come when our preliminary examination should be made a more thorough test of a liberal education on the part of those who seek admission on the roll of the Supreme Court.

THE next preliminary examination will be held in the Hall of the Incorporated Law Society, and in various provincial towns on the 21st and 22nd of Feb. in the ensuing year.

WE reported in our last issue the formation of another Law Students' Society—that at Brighton. Such organisations are becoming the order of the day throughout England and Wales, and we are anxious to encourage their formation in every way, in the absence of any better system of instruction in advocacy. It is, however, desirable, as far as possible, that questions should be discussed of a professional or jurisprudential character.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

## COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EDUCATIONAL TERM 1876.

*Regulations for the Examination of Students on the Subjects of the Professors' Lectures.*

ON Dec. 18 and 19 there will be four examinations—one in the subject of the lectures given by each professor, open (subject as hereinafter mentioned) to all students who have during the year 1876 attended the lectures of any of the professors, but no student will be admitted to the examination in the subjects of the lectures of any professor unless he shall have attended at least two-thirds of the lectures given during the year by such professor. No student will be admitted to more than two examinations, and no student who shall have obtained a studentship under Clause 50 of the Consolidated Regulations 1875, will be admitted to any such examination.

After the examination the following prizes will, on the recommendation of the committee, be given (that is to say):—

To the students who shall have passed the best examination in the subjects of the lectures of each professor, first prize, £50; second prize, £25; third prize, £15; fourth prize £10; and a first and second prize of £70 and £30 respectively, to the students who obtain the greatest aggregate number of marks in the examination in the subjects of the lectures given by any two of the professors.

No student shall be entitled to more than one prize, but a student will receive the prize of the highest value to which he shall appear to be entitled.

The committee shall not be obliged to recommend any of the above prizes to be awarded if the result of the examination be such as, in their opinion, not to justify such recommendation.

The examinations will take place at Lincoln's Inn Hall, and will commence on Monday, 18th Dec. 1876.

Students who propose offering themselves for examination must enter their names personally on or before Monday, the 4th Dec. next, at the office of the Council of Legal Education, Lincoln's Inn Hall.

The examinations will be partly oral and partly in writing, by means of printed papers of questions.

The following days and hours have been appointed for the examinations: Monday morning, 18th Dec., 10 to 1, On Jurisprudence, Roman Civil Law, and Constitutional Law and Legal History; Monday afternoon, 18th Dec., 2 to 5, On Equity; Tuesday morning, 19th Dec., 10 to 1, On the Common Law; Tuesday afternoon, 19th Dec., 2 to 5, On the Law of Real and Personal Property.

Council Chamber, Lincoln's Inn Hall,  
 23rd Nov. 1876.

## MIDDLE TEMPLE SCHOLARSHIPS.

AT a special Parliament held on the 22nd Nov. 1876, it was—after consideration of the report of the committee appointed on the 10th Nov., with respect to the eight scholarships then established—ordered that the following rules and regulations be adopted respecting the same—viz.:

1. The eight scholarships shall be severally awarded each year in respect of the following subjects, and shall be tenable for one year each—viz.:

(1.) One of the Hundred Guineas Scholarships,

and one of the Fifty Guineas Scholarship, respect of International Law and Constitutional Law.

(2.) One other of each amount in respect of Law of Real and Personal Property.

(3.) One other of each amount in respect of Common Law, including Criminal Law.

(4.) And the remaining two in respect of Middle Temple.

3. No student shall be qualified to compete for a Fifty Guineas Scholarship who shall be less than twenty-three years of age on the day appointed for examination for such scholarship, and no student shall be qualified to compete for a Hundred Guineas Scholarship who shall be less than twenty-four years of age on the 1st Jan. preceding the first day appointed for examination for such scholarship.

4. No student shall hold more than one scholarship in the same year.

5. A student who has obtained a Fifty Guineas Scholarship shall not be allowed to compete for any other scholarship.

6. A student who has obtained a Fifty Guineas Scholarship shall not compete for the Hundred Guineas Scholarship in the same subject, nor compete for another Fifty Guineas Scholarship in the same or any other subject; but he may, after expiration of twelve months next after the day of the examination upon which he obtained such scholarship—if he shall be within the prescribed age—compete for a Hundred Guineas Scholarship in any subject other than that in which he has obtained the Fifty Guineas Scholarship.

7. There shall be two examinations for all ships in each year—one after Hilary Term for four scholarships of fifty guineas each, and after Trinity Term for the four scholarships of one hundred guineas each.

8. The first examinations shall take place next Hilary and Trinity Terms respectively.

9. The examination shall be partly oral and partly in writing.

10. An examiner in each subject shall be appointed for one year by the Masters of the Bench in Parliament, and shall report to them the result of his examination, and the scholarships awarded by the Masters of the Bench in pursuance of such report; but no scholarship shall not be awarded unless it appears in the report of the examiner that one of the masters for it is in his judgment deserving of it.

11. Each examiner shall be paid 20 guineas each examination.

12. A committee, to be called the Scholar Committee, shall be appointed by the Masters of the Bench in Parliament to carry these regulations into effect, and such committee shall have power from time to time to rescind or add to these rules and regulations, and to do others, as they may deem desirable, subject to the approval of the Masters of the Bench in Parliament.

*Regulations framed by the Scholarships Committee for the Examinations in 1877.*

1. The examination for the Fifty Guineas Scholarship will commence on Thursday, 1st Dec. 1877, and that for the Hundred Guineas Scholarship on Tuesday, 19th June, 1877.

2. A student intending to compete for a scholarship must give notice in writing to the under-treasurer fourteen days before he is appointed for the commencement of the examination, and supply a certificate or other satisfactory evidence of his age.

Middle Temple, 1st Dec. 1876.

## BRISTOL LAW STUDENTS' DEBATE SOCIETY.

A MEETING of this society was held in the Library on Tuesday evening, the 28th Nov. A. R. Poole, Esq., barrister-at-law, in the chair. The following was the subject for discussion: "A stores water on his property, and the agency of B. (a stranger) it escapes, and damage to the property of C.; is A. liable for damage?" (*Rylands v. Fletcher*, L. Rep. 330, and 37 L. J. Rep. N. S., 166 Ex.; *See Mansland*, 23 W. R. pp. 693, and 44 L. J. Ex. 134.)

The following members were present: Blake, Caparn, Carpenter, Daniell, Dymond, Gaches, Hughes, Kilby, Strachan, and Taylor. Mr. Dymond opened the debate, and was followed by Mr. Kilby in the affirmative. The discussion was continued by Blake, Carpenter, Sturge, Fenwick, Gaches, Strachan, and Daniell. The chairman, summed up, put the question, and the affirmative had a majority of seven.

## DUBLIN LAW STUDENTS' DEBATE SOCIETY.

OWING to the death of the late Lord Chief, the general meeting of the society, appointed to be held at the King's Inns last Monday, was postponed.



## FULL LAW STUDENTS' SOCIETY.

A weekly meeting of this society, held at the library, on Tuesday evening, the 5th Dec. at which Mr. T. Pearce, solicitor, was the man, the following was the subject appointed for discussion, viz., "Was the execution of an I. justifiable?" Mr. Marshall took the affirmative and Mr. Hobson the negative. Eight gentlemen joined in the debate, which was animated. After the chairman had read up, the question was decided in the affirmative by a majority of three, eleven votes recorded in favour of that view, against the affirmative. The meeting was attended by many members. Two gentlemen were elected honorary members.

## NEW STUDENTS' DEBATING SOCIETY.

A meeting of this society held at the Law Library on Tuesday last, Mr. Fell brought forward a motion that the annual meeting of the society should henceforth be held in June instead of as heretofore; but after some discussion the question was decided in its present form to be order, and Mr. Fell gave notice of a motion to the same effect, but in an amended form, for the next meeting of the society in January next. The question discussed was as follows: "Can we accept an acceptance to satisfy the 17th section of the Statute of Frauds so long as the vendor has his right to stop in transit?" (*Bushel v. Wier*, 15 Q. B. 443; *Acetal v. Levy*, 10 Bing. Chitty on Contracts, 10th edit. 371.) Mr. Chitty opened the subject on the affirmative side, Mr. Saxelby on the negative; and, after a discussion, it was decided in the latter way by a large majority.

## CHESTER LAW STUDENTS' SOCIETY.

The 7th meeting of this society for the session 1876, was held in the Law Library, Friar-lane, Wednesday, the 29th Nov., J. S. Dickinson, Esq., in the chair. The question for discussion was "Is the Permissive Bill worthy of support?" Mr. Dickinson opened the debate in the negative. Commencement of his speech he read the Bill and remarked upon the ill-digested manner in which it is drawn, saying that it was palpable in its present form it would never have a chance in the statute book. He also called attention to the fact that no compensation is allowed to those whose vested interests would be affected if it were adopted. The affirmative was supported by Mr. Green and Mr. Brown. Mr. Rands spoke for the negative. After Mr. Rands summed up by the chairman, the question was put to the meeting and decided in the negative by a majority of one. All present agreed that something should be attempted to suppress the vice of drunkenness.

## SOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

The usual fortnightly meeting of this society was held at the Athenaeum, Plymouth, on Friday, 1st Dec. B. O. Holberton, Esq., in the chair. The reading of the minutes and the passing of a resolution that a special meeting be held on Friday, the 8th inst., for the consideration of the proposed new rules, were the order for the evening. "That this house, being the decay of the art of public speaking, desires its more thorough cultivation through the instrumentality of debating societies," was carried forward by Mr. Benson, who was seconded by Mr. Harrison, Mr. E. H. Fox, and another opposing. The last two gentlemen declared that they had only consented to oppose the motion in order the subject might be brought before the house. A discussion of the motion was put to the meeting and carried unanimously.

## UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's Hall on Wednesday, Dec. 6, 1876. Mr. Dowson in the chair. Mr. Rubinstein proposed the adjourned debate, viz., "That the legal profession should be open to women." A very animated discussion the affirmative was carried. Twenty-six gentlemen were present. The following is the question for the next meeting to be argued on Wednesday next. "That the conduct of Lord Beaconsfield in relation to the question of the census deserves the censure of all men." To support, Messrs. Owen and Jones; to oppose, Messrs. Stevens and Elliott.

## CHESTER AND WORCESTERSHIRE LAW STUDENTS' SOCIETY.

A general meeting of this society was held in the Law Library, Pierpoint-street, on Tuesday evening (Mr. Davis in the chair), Messrs. May, Cooper, Gabb, George, Griffiths, Halsey, Spofforth, Stallard, Thursfield, and J. L.

Messrs. W. T. Curtler and L. M. Curtler were duly elected members of the society, and Mr. Taylor was proposed as a member, and will be balloted for at the next meeting.

On the motion of Mr. Southall a new rule was made providing that in case of illness or absence from Worcester the usual fines on non-attendance should be remitted.

The preliminary business being concluded, Mr. Halford read a useful paper on chapter 3 of Smith's Manual of Equity, relating to legal and equitable mortgages, and after some discussion and questions from the chairman the meeting separated.

## Queries.

LONDON LL.B.—I am articulated to a country solicitor, and am anxious, if practicable, to take this degree whilst articulated. (1) Can I do so without keeping terms in London? (2) about what sum would it cost me in fees; and (3) where can I obtain all needful information?

SEBRACH.

PRELIMINARY EXAMINATION.—Will you please send me questions and answers, if published, of the last two examinations, as I am anxious to see what sort of questions are put to the candidates. What are the best books to read in history and geography to prepare for examination? for it appears this is the most difficult for those boys who have received a purely classical education.

N. E.

[These questions and answers are not published at the Law Times Office, but can be procured of Evison and Bridge, Law Stationers, Chancery-lane.]

Would you tell me whether there is a limited time for being articulated after having passed the Preliminary Examination; and could you refer me to a gentleman who holds classes for same in the evening?

R. T. B.

[There is no time limited; see advertisements in Law Times as to your second query.]

FINAL EXAMINATION.—I was articulated on the 2nd Oct., 1872. Can I first sit for my Final Examination in June 1877? I am informed that according to the new rules I must wait until November, 1877.

W. D. O.

[If articulated for five years, you can present yourself in June, 1877.]

(1) Is it necessary to be of age at the time you present yourself for examination? (2) May not the attainment of twenty-one take place after the examination, but before admittance?

FARD, S.

[(1) Yes; except in the case of a judge's order for the purpose. (2) No.]

ANNUAL CERTIFICATE.—I was admitted in Trinity Term 1875, and took out my certificate for the year ending 1875. Since my admission I have been engaged as clerk to a firm of solicitors. I renewed my certificate for last year, but, not thinking it necessary, I have not taken one out for the year 1876-77. Will any reader kindly inform me whether it will be necessary for me to do so, and whether, supposing I do not take it out for this year, I can take it out at any future time without having to pay the arrears, and without any difficulty, or not?

T.

[It is certainly not incumbent for you to take out your certificate for 1876-77; you will not have to pay the arrears if you take it out again later on, but if you allow twelve months to elapse from the expiration of your last annual certificate, you must give six weeks' notice to the Clerk of the Petty Bag of your intention to apply to the Master of the Rolls for an order, and you must also at the time of giving such notice file your affidavit in support of the application, and leave notice of it at the Law Institution.]

INTERMEDIATE.—Half of my term of service expired on 28th Nov. last, will it matter if I do not present myself for examination till June?

L. C.

[You must present yourself within six months from the expiration of half your term of service. You must therefore go up in January or April next.]

COSTS.—What book on costs do you consider the best?

M. E.

[Scott's Costs, latest edition.]

SERVICE UNDER ARTICLES.—I was articulated on the 1st Aug. last for five years, on the 27th Sept. next I shall have completed my ten years' service in a solicitor's office. Can the term of my articles be shortened to three years from 27th Sept. 1877, and, if so, what steps ought I to take to get this done? Also would it make any difference in the date at which I could go up for the intermediate? I presume it is not necessary to have been a managing clerk during the ten years.

W. W. A.

[You are under an entire misimpression; your term of service cannot be shortened.]

TEN YEARS' CLERKS—ARTICLES.—A. B. lately obtained a judge's order dispensing with the Preliminary Examination and to reduce the term of service under articles to three years. Must A. B. at some future time prove that he has been a clerk for ten years, or is the judge's order a sufficient proof of his having served as clerk for the required period?

D. L.

[The ten years' clerkship is not dealt with in the judge's order. The Incorporated Law Society satisfies itself as to such clerkship by questions to be answered both by the clerk and his principals at the Intermediate or Final Examinations.]

J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BUSTER'S NERVE as a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as invaluable to all who suffer from toothache."—[Advrt.]

## MAGISTRATES' LAW.

## LAWFORD'S GATE (GLOUCESTERSHIRE) PETTY SESSIONS.

REG. V. NORMAN.

Thursday, Nov. 30.

*Sale of beer during prohibited hours—Hours of closing—Infringement of Acts.*

ROBERT NORMAN, landlord of the Shepherd's Rest, Moorfields, St. George's, was charged with opening his house for the sale of intoxicating liquors before 12.30 on Sunday, the 19th. It was proved that about 10 o'clock that morning a man named Smith, who works at the neighbouring chemical works, went to the house with a half gallon jar, and knocked at the window, and shortly afterwards the landlord opened the door and gave Smith another jar, which Smith put in his pocket, and which was found to contain Burton. The defence was that Smith had called at the house on the Saturday evening, and had a glass of beer, and then told the landlord to send a half gallon of Burton, for which he then paid, to his house that evening, as he was going to work all night, and should want it when he came home in the morning, which Norman promised to do, and accordingly filled a jar with Burton for Smith, but forgot to send it to his house as directed. When Smith came home on Sunday morning, he asked for the Burton, and finding that it had not been sent, he took an empty jar belonging to the landlord to the house, and then the facts as above stated occurred.

Clifton, for the landlord, contended that the house was not opened for the sale of beer on the occasion in question; that as soon as the beer was drawn and poured into the jar on the Saturday evening the property in it passed to Smith, and the sale was complete; and therefore there was no opening for sale of liquor on the Sunday morning.

Mr. Brooke Smith (one of the Bench), however, held that the delivery of the beer at Smith's house on the Saturday evening was the very essence of the contract then made, and as it was not performed, the property remained in Norman, and Smith might have refused to accept it afterwards, and have demanded repayment of the money; that what took place on the Sunday morning amounted, both in law and fact, to a new contract on terms differing from those of the evening before, and that the delivery to and acceptance by Smith at Norman's house was a necessary part either of the old contract or of the new one; and in either case the house was opened for the purpose of completing such contract, and, therefore, for the sale of liquor. But as it was a peculiar and novel case, he did not care to have his opinion made the ground of a special case for the court above; and as the Bench believed that the facts were as stated, and that the defendant had erred through ignorance, the information might be withdrawn on payment of costs. But it must be clearly understood that on any future occasion of a similar description, the defence that the beer had been ordered and paid for on the Saturday night would not be allowed, as it would be clearly in contravention of the provisions of the Acts as to closing, and induce parties to attempt an evasion of those provisions by fraud and perjury.

The defendant accordingly paid the costs, and the summons was withdrawn.

## LICENSING ACTS—BREWSTER SESSIONS.

MR. BROOKE SMITH, J.P., wishes to correct an error in his contribution on the above subject in our last issue, p. 83, beginning "The effect of Reg. v. Rowell," &c., as follows: "A beerhouse certificate, notwithstanding sect. 19 of the Act of 1869," should have been: "An alehouse licence under sect. 14 of the Act of 1828."

## COUNTY COURTS.

## CROYDON COUNTY COURT.

(Before H. J. STONOR, Esq., Judge.)

Re ELLIOTT.

*Motion for removal of proceedings on ground of petitioning creditor being client of registrar, B. A. 1869, s. 80.*

In reference to the remarks in our issue of the 18th ultimo, page 42, upon the subject of this case (*Re Elliott*), before the learned judge of this court, reported in our issue of the 11th ultimo, we have received the following copy of the memorial, to which we referred in our comments upon this case:

"To His Honour the Judge of the County Court of Surrey, holden at Croydon:

"The undersigned solicitors, practising before your Honour in this court, desire to enter a respectful but earnest protest against a proceeding in bankruptcy, which they understand is to be taken on Monday next, in the matter of a petition against Jane Elliott, of Norwood.

"Messrs. Heathfield and Son, of London, have given notice of a motion for the transfer of these proceedings to London, alleging as grounds for it—

"First, that the petitioning creditor is a private client of the registrar :

"Second, that the solicitor to the petitioner was formerly in partnership with the registrar.

"We submit to your Honour that, apart from the question of the *locus standi* of the applicants, which (having reference to sub-s. 5 of sect. 80 of the Act) is matter for your Honour's judgment, the motion should be refused. The Act makes it imperative as to the place where a petition shall be filed, and where all subsequent proceedings thereon shall be had, subject to the exception in the section before referred to, and it would be matter of immense inconvenience to tradesmen, creditors, and to solicitors to have their rights interfered with, except upon strong and sufficient grounds.

"We venture to suggest, however, to your Honour that a far more serious issue is raised by the other part of this motion, which indirectly reflects upon the gentleman holding the highest official position amongst the officers of this court, and against whom it is covertly alleged that he would allow the duties of his office to become subservient to the private interests of his clients.

"We need hardly say that we have always carefully watched the conduct of the registrar of this court, and we fearlessly assert that no instance can be recorded in which he has acted otherwise than in a strictly legal, straightforward, and, at the same time, courteous manner in all cases and to all parties coming before him.

"We regret the necessity for thus intruding upon the court, but we feel that whilst our own conduct is very properly subject to the control of the judge of the court before whom it is our good fortune from time to time to practise, it is a duty which we owe to the officers of that court to see that theirs is not without just cause assailed by a motion such as that to which we have referred.

"W. S. MASTERMAN, W. ARNOLD,  
JOHN DRUMMOND, GEO. H.  
HOGAN, THOS. YOUNG, GOD-  
DEN S. HARE, HY. PARRY. G.  
W. DENNIS."

The learned registrar of the court (Mr. W. H. Rowland) in forwarding us the above, takes exception to the justice of our remarks upon the case in our issue of the 18th ultimo, so far as he is concerned, and says, "I subjoin the memorial to which you refer, and I am sure you will wish that you had read it before making the observations you did." We admit that we should have been pleased to publish the memorial, but we had not received it, and could not, therefore, read or publish it. So far as our observations went to the particular case of *Re Elliott*, we aimed at endorsing the views of the memorialists, and we cannot admit that our comments bear the construction which Mr. Rowland puts upon them, we are yet of course happy to offer this explanation. We repeat our belief that the reflection (if any) upon the registrar, involved in the application to the judge, was certainly without foundation, and, looking at the high reputation of the registrar, we consider that the memorial was ill-advised and out of place.

#### ULVERSTON AND BARROW-IN-FURNESS COUNTY COURT.

Monday, Nov. 27.

(Before T. H. INGHAM, Esq., Judge.)

MCMILLAN v. WHINERAY.

Damages for illegal distraint—A jury empanelled.

G. B. Nalder appeared for plaintiff.

R. H. Jackson appeared for defendant.

This was a case in which the plaintiff, formerly a domestic servant, sued Mark Whineray, landlord of a house, No. 4, Albert-street, Barrow, for wrongful seizure of goods. She claimed £30.

Nalder stated that his client came to Barrow some time ago, with the intention of keeping a boarding-house, and brought some furniture with her. Not meeting with suitable premises she left the furniture in charge of her sister, a Mrs. Fraser, residing at No. 4, Albert-street. After they had been there some time, her sister left, and went to reside with her brother, who lived on the Strand in that town. She owed, on leaving, about three weeks' rent. The day after she left she sent the key of the premises to the landlord, and told him that he could have the rent at any time by calling for it (not a resident in Barrow, but being very often there). Instead of calling for it he sent in the bailiffs, and not only sold her sister's, Mrs. Fraser's, goods but actually his client's goods, who had nothing whatever to do with the house, but just asked her sister to look after them for safety.

Evidence in support of Mr. Whineray's statement having been called,

Jackson stated that his client owned the house and let it to Mrs. Fraser at a weekly rental of 13s. 6d. When she left the house she was in arrears with the rent above £3, and sent the key to the landlord, stating that he might "jump up for his money." As soon as he received this note he went to the house and found that all the furniture had been removed. After considerable difficulty he found that Mrs. Fraser had removed her goods one evening to No. 34, Strand. When the bailiffs went in Mrs. Fraser at first said "the furniture belonged to herself, then her brother, then to her sister." He concluded, therefore, that his client did not do wrong in taking the furniture away, especially after hearing such contradictory statements like these.

His Honour summed up very strongly in favour of the plaintiff, characterising it as one of the clearest cases he had ever had before him.

The jury, after an absence of nearly thirty minutes returned, bringing in a verdict for the plaintiff damages £15.

#### WOLVERHAMPTON COUNTY COURT.

Tuesday, Nov. 28.

(Before A. MARTINEAU, Esq., Judge.)

DAVIS v. BAYLIS.

Attachment of rent—Distress—Replevin.

Clayton appeared for the plaintiff.

Brevitt for defendant.

This was an action of replevin for an illegal distress made by the defendant of a rick of hay and a cart belonging to the plaintiff. It appeared that on the 29th Sept. last a half year's rent was due to the defendant, and that on the morning of that day the plaintiff was served with a garnishee summons, granted by the County Court at the suit of a judgment creditor of the defendant's attaching the rent. In the afternoon of that day defendant called and demanded his rent, when the plaintiff produced and read the garnishee summons to him. Notwithstanding this, the defendant distrained on the following day, and was proceeding to a sale, when the plaintiff paid the rent into court and replevied.

On the hearing of the garnishee summons, his Honour dismissed it on the ground that the affidavit on which it was granted did not show that a debt was due at the time it was sworn.

Clayton contended that the distress after the service of the garnishee summons was illegal, and gave evidence of special damage.

His Honour, in giving judgment for the plaintiff, said, that although the garnishee summons fell to the ground, yet after service it tied up the rent in the plaintiff's hands, and thereby suspended the defendant's remedy by distress, which was therefore illegal *ab initio*. He allowed as special damages £5 17s. 4d., costs paid by the plaintiff to Mr. Clayton for the replevy.

Clayton applied for costs in the action on the higher scale, under County Court Rules 1875, Order XXXVI., rule 10, which His Honour allowed.

#### BANKRUPTCY LAW.

##### COURT OF BANKRUPTCY.

(Before Mr. Registrar HAZLITT.)

Friday, Nov. 24.

Re LAZARUS.

Costs in bankruptcy—Sect. 47.

HIS HONOUR.—This is an application under sect. 47 of the statute, by the trustee, for an order closing the bankruptcy. It was made to me on Monday week, but the only person who then attended was a clerk of the trustee, and I therefore adjourned the matter in order that the trustee himself might attend, and satisfy the court, in the terms of the section, and if so required, that the whole of the property of the bankrupt has been realised for the benefit of his creditors, or so much thereof as can be realised without needlessly protecting the bankruptcy. There is, indeed, on the proceedings a minute of what is ludicrously called a meeting of creditors, at the trustee's office, which meeting consisted of A. T. Shaw, as proxy for Shaw and Sons and a Mr. Haughton, and of a proxy for the Reliance Association, and this meeting of two was, I am informed, quite satisfied with the trustee's explanation of the reason why there was no dividend, which was that no reversion had been recovered from the leasehold properties of the bankrupt, and that the amount recovered from the stock and book debts was required to pay the preferential claims, and the costs of the bankruptcy, which were occasioned by opposing a preferential claim for over £2000 put forward, and which was successfully opposed. The claim in question I take to be that of the Jewish Provident Society, for £2700, which figures in one of the solicitor's bills in the shape of a vast number of 6s. 8d.'s, a considerable proportion of which I am happy to see have been disallowed by the master. One of these bills—

£67 14s. 1d.—is, I may observe, taxed at less an amount than £26 16s. 9d., the master evidently not being in so satisfied state of mind as the two gentlemen then representing the creditors at the master creditors at the trustee's office. Now, in way the trustee may have explained entire satisfaction of the meeting of two, non-realisation of dividend from the lease property, I, the court, am not at present satisfied, and before I close the bankruptcy or release the trustee, I require from him affidavit representing to me his explanation and I adjourn the further hearing of this petition until such affidavit has been filed. The whole case, as it appears on the proceedings, is a striking illustration of the manner in which present estates are not realised for the benefit of creditors. The bankruptcy petition was against Lazarus so long ago as 24th Nov. the act of bankruptcy being the failure of his petition. Lazarus's statement of his fourth total debts £8117 5s. 3d., and total £1204 18s. 2d., and the accounts show a total of receipts £899 1s., out of which dividend might be fairly presumed, and, indeed, Lazarus died on the 18th of the following Dec. we have quite a touching affidavit of the trustee—the trustee had been receiver until liquidation, and had been continued receiver of the bankruptcy, in due course—as to the necessity of continuing the proceedings in interests of creditors, so that they might earlier obtain a settlement of their claims. At the first meeting Mr. Maclean was appointed trustee, also in due course, and practically himself, he holding, as I reckon them, ten out of the fifteen creditors, was "present or represented at the meeting," and resolution provided that as such trustee he to have such remuneration as the committee of inspection should from time to time determine. This committee forthwith appointed one of two persons, one Mr. Shaw, of Huddersfield, the petitioning creditor, and whose name was held and exercised on the occasion by the trustee himself, and a Mr. Isaac, of London, who acted for himself as proxy for Mr. Harris, a creditor. Then, to complete the usual arrangement, the trustee gets the two inspectors to appoint a receiver, whose very practical result appears in shape of a bill of costs for £201 3s. 6d. This apparatus for realising the bankruptcy of Lazarus goes on from December 1876, November 1876, and this is the result:

Total receipts	£899 1s.
Total expenditure, rents, rates, taxes	£261 14s. 2d.
Law charges	£201 3s. 6d.
Court fees	£2 5s. 0d.
Receiver's costs	£119 0s. 0d.
Trustee's remuneration	£112 15s. 0d.
Incidental outlay	£68 18s. 8d.
Balance	£33 11s. 5d.

which symmetrically represents the total and provides not one farthing for the creditors. The receiver's costs, which the inspectors upon a correct account, are for trustee and receiver 474 hours at 5s. an hour between 10th Oct. and 19th Nov. 1873; so that, as I calculate, or other of these persons was employed in this matter eight hours a day for six or fifty-seven days, a proportion of I take leave very much to doubt. The remuneration as trustee is signed at the sum I have stated, by Mr. Shaw, the inspector present at the meeting of the committee, the other inspector, Mr. Isaac, having departed from the scene. What the "incidental costs" may have been I do not know, and in which may be satisfied that the whole of the costs have been realised for the benefit of creditors, I require some statement of this outlay to be included in the affidavit which I have directed to be filed. One item in the accounts I take to be a category—an item, namely, of £16 0s. 1d. for fifteen days' attendance in London of Mr. Shaw's, the inspector in the court, assistance in the matter. I will only add a conclusion that I find the trustee to have summoned before this court by the Court for non-performance of his duties as trustee in relation to the estate books.

#### NOTES OF NEW DECISIONS.

SUSPENSION OF BANKRUPTCY.—An UNCERTIFICATED DEBTOR'S SUMMONS BY UNCERTIFICATED DEBTOR.—An uncertificated bankrupt, who had passed a resolution under the Bankruptcy Act 1861, s. 110, suspending proceedings in bankruptcy, brought an action in his own name against a debtor and recovered judgment for £100. The assignee then gave notice to the debtor not to pay the amount to the bankrupt but subsequently withdrew the notice, and the bankrupt took out a debtor's summons against the judgment debtor in respect of the debt.

the debtor's summons could not be sustained, was not the bankrupt, but his assignee who entitled to the money: (*Ex parte Carter*; *Re* *Dr.*, 35 L. T. Rep. N. S. 388. Ct. of App.)

**RIT OF FI. FA.—SEIZURE UNDER LIQUIDATION—PETITION—INJUNCTION—SALE WITH CONTEMPT OF COURT.**—It is a contempt of court for a sheriff's officer to proceed to a sale after the fact of an injunction having been granted to restrain him from so doing has come to his knowledge, although the order may have been actually served upon him. *Semble*, it is equally a contempt of court if he have received notice of an act of bankruptcy: (*Re* *Dr.*, 35 L. T. Rep. N. S. 489. Bank.)

## LEGAL NEWS.

**BAR AND THE MOUSTACHE.**—Although the students may fairly claim to be more free and easy than those of London or Berlin, it is clear that the Paris Bar is under as strict discipline as that of any city in the world. An advocate has gone forth to the effect that moustaches are once and irrevocably to disappear from the lips of all advocates in the Palais de Justice. Of late years the dread authorities of the *École de Droit* had connived at the wearing of unprofessional ornaments, and grave process had even been carried into the lecture-room the *Éden* embellishments. But the Minister of Justice has interfered to correct the scandal, and warned counsel will no longer be permitted to appear with their razors. The incident has occasioned not only to a great deal of talking on the part of those gentlemen, but to considerable amount of discussion in the press as to the history of moustaches.—*N.*

**DEBT COLLECTING AGENCIES AND THE COUNTY COURT.**—At the Malton County Court Bedwell, the judge, requested the press particularly to notice a case in which a debt-collecting agency was concerned. Robert Scarth claimed Geo. Swann, of Middleton, near Pickering, 3s. 5d. for meat. Mr. E. H. Bartlett appeared as plaintiff, who proved his claim from some complicated accounts. Defendant, in the course of the case, produced some remarkable notions which he had received, he said, at the post, one of them in a letter from Mr. Jiff. These documents, which were from a North of Scotland Trade Protection, Debt very, and Mercantile Offices, 3, Low Ouse-York, his Honour said were the most disgusting things he had met with. He had such notions put into his hands once before last but not in such a way that he could take any of them. He was satisfied, however, that some in some way from plaintiff, and more so, audacious, and foolish documents were issued. It was a most monstrous and inhuman attempt to frighten debtors into performing their duty. The documents professed to give a list of names that unless the debt and costs were paid no measures would be resorted to, and that would be taken either to sell up defendant's property or to obtain a warrant of imprisonment against him. To mark his sense of this proceeding his Honour, in giving plaintiff a verdict, ordered payment at the rate of £1 per h. Both Mr. Bartlett and plaintiff denied all knowledge of the objectionable documents.

**NEW LAW REFORM.**—The following petition was being circulated for signature by the City of Arts. It is identical in terms with one already been presented to the Lord Chancellor by the Council of the Society:—"To the Honourable the Lord High Chancellor of Great Britain.—The humble petition of the signed sheweth,—That under the provisions of the Patent Law Amendment Act, 1852, the Chancellor, the Master of the Rolls, and the law officers of the Crown therein named, together with such other persons as Her Majesty Queen should appoint, are made Commissioners of Patents, with full powers as therein set forth, to conduct the business of granting patents for inventions, and to make regulations for the administration of the Patent Office. Up to the present time the provisions of the said Act, authorising the appointment of one or more persons as Commissioners of Patents, in addition to the *ex officio* commissioners have not been upon, no additional commissioners, as contemplated by the Act, have been appointed, and thus the sole business of the Patent Office falls upon the *ex officio* commissioners, who are already overburdened with other important and heavy duties. Memorialists, while admitting that great benefit has been effected by the energy and ability of those who have been employed in the discharge of their duties, respectfully urge upon your lordship the importance of acting upon the provisions of the Act of 1852, and carrying it out in its full spirit, by appointing such additional commis-

sioners as are contemplated by the Act. Your memorialists venture to think that if such additional commissioners were appointed, duly paid, and made responsible for the effective working of the patent law as it at present exists, a large amount of beneficial reform would be obtained, and many of the objections now made, if not all, would be got rid of without any further legislation, at all events for the present. Your memorialists, therefore, humbly pray your Lordship to cause the provisions of the Act of 1852 to be put into force, by the appointment of one or more additional commissioners of patents, to whom might be entrusted the fully carrying out of the duties of the office, and who should be responsible for the same, and that no further legislation be attempted until after such commissioners shall have been appointed, and the system contemplated by the Act administered in its integrity."

**STATUTE LAW REVISION.**—Mr. Samuel Pepys has the following entry in his diary, under date 25th April 1666:—"I to the office where Mr. Prim came to meet about the chest business, and till company come did discourse with me a good while alone in the garden about the laws of England, telling me the many faults in them, and, among others, their obscurity through multitude of long statutes which he is about to abstract out of all of a sort; and as he lives and Parliaments come, get them put into laws, and the other statutes repealed, and then it will be a short work to know the law, which appears a very noble, good thing." Honest Mr. Pepys could hardly have anticipated to what a patriarchal age his friend must have lived, and how many Parliaments would have come and gone without its becoming a short work to know the law.

**A NEW TREATY WITH AMERICA.**—Charles Inniswood Brent, who, six months back, was charged with forgery on the Tobacco Bank, Louisville, Kentucky, U.S., was again charged with the same offence, this time before Sir James Ingham. The case came on on Monday last, but not in public, and Sir James Ingham now informed the reporters that this was in accordance with the request of the Government. He therefore could not let them see the depositions. It is understood that Mr. Mullins, solicitor to the London Bankers' Protection Association, prosecuted, as on the last occasion, and that the arrest is due to the fact that America has accepted by telegraph the new Extradition Treaty drawn up by England. The prisoner is now a private in the 16th Lancers, in which regiment he enlisted after his former release.

## CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**PROCEEDINGS OF CORPORATIONS.**—I believe it is the practice amongst town clerks generally, as it is with myself, to keep a separate and distinct record of such of the proceedings of their corporations as relate to matters in respect of which their jurisdiction arises as sanitary authority under the Public Health Act. Now, it appears to me that this course is quite unnecessary, and that it would be a saving of labour and complexity to record all the proceedings of a corporation in one minute book, and, as I contemplate doing so in future, I shall be obliged to any persons holding the like office as myself to afford me the benefit of their opinions on the subject, and to point out any objections there may be to adopting the course I suggest. Perhaps some of your readers who are town clerks always have kept the minutes of the acts of their councils together and unseparated, and, if so, I shall be obliged to them also for an expression of their opinion as to the practicability and convenience of doing so. For myself I fail to see any good objection to that mode, and it certainly recommends itself for comprehensiveness combined with concentration. A municipal corporation, when acting as a sanitary authority, is not a different body to that when acting in the exercise of its original functions. Acts of Parliament from time to time cast upon it additional duties, but they do not intend to change its original character or constitute it into separate bodies. In summoning meetings, and in keeping the records of the proceedings at them, I think a considerable advantage would be gained by treating the various powers of the council as united under one head (as, in fact, they really are), and avoiding the fallacy of recording their actions as if they belonged to separate and distinct bodies.

TOWN CLERK.

**MAGISTRATES' LAW AT UPTON-ON-SEVERN.**—I cannot resist calling your notice to the two following cases which came before Colonel Webb (chairman), C. Andrew, H. Willan, C. Berington, and J. W. Empeon, Esqrs., and Rev. W. S.

Symonds, at the last petty sessions holden at Upton-on-Severn, Worcestershire:—

**WIFE DESERTION.**—Wm. Alfred Griffin, of Upton-on-Severn, was charged by the Upton-on-Severn Board of Guardians with deserting his wife and leaving her chargeable to the parish of Upton-on-Severn. Mr. Powell, clerk to the Board of Guardians, appeared for the board; and Pitt, of Worcester, for the defendant. Mr. Rolle, master of the Upton-on-Severn Union, said that Mary Ann Griffin and her child became chargeable to the Upton-on-Severn Union on 26th Aug. last, and were still chargeable.—Mary Ann Griffin said she was the wife of William Alfred Griffin. About two months since defendant turned her out of the house. Mr. Pitt said his answer to the charge was the wife's adultery. The Chairman replied that, if adultery could be proved ever so clearly, it would make no difference, as the Bench would only look at the man's means.

**UNLAWFUL POSSESSION.**—John Morris, of Castle-morton, was charged by P.C. Wimblett with having unlawful possession of nineteen rabbits on 15th Oct. P.C. Wimblett said he met defendant on the morning in question with a horse and cart. He thought there was something wrong, and he stopped the cart and searched it. A woman in the cart said it was a load of fruit; but upon searching it witnesses found a hamper containing nineteen rabbits. They were directed to Mr. Everton, fruiterer, Worcester. Witness asked how he accounted for them? and he said, "Some one brought them to my house and put them down at my door before I was up, and told me to take them, and that Everton would pay the carriage."

The witness then narrated a long conversation he afterwards had with Mr. Everton, and although Mr. Clutterbuck, of Worcester (defendant's solicitor), protested, yet the justices received it as evidence.

Witness then seized the rabbits.

Clutterbuck contended that the statement made to the constable was correct, and that the hamper was brought to the house of the defendant, who is a carrier, with instructions to take them to Mr. Everton, of Worcester, and he knew nothing more about it.

Jane Hart, daughter-in-law to defendant, said she was with defendant when Police constable Wimblett stopped the cart. She was in bed at six the same morning, and she heard someone call and ask if they were going to Worcester that day. Witness said "Yes." They then said they had brought a hamper to go to Mr. Everton, of Worcester, and left it in the yard. Witness's father-in-law was an ordinary carrier, and went to and from Worcester with his horse and cart twice a week.

Notwithstanding that, Mr. Clutterbuck pointed out that the foregoing circumstances could not justify a conviction, and read the judgment of the Queen's Bench in the case of *Jones v. Dicker* (22 L. T. Rep. N. S. 95), a case very much stronger against the carrier than the present, yet the Upton magistrates fined poor Morris 40s., or, in default, a month, with hard labour.

REPORTER.

**N.B.**—I understand the Bench at Upton act on their own knowledge of law, and never consult their clerk.

**AFFIDAVITS FOR USE IN THE IRISH COURTS.**

Questions on this point are frequently raised in letters to the LAW TIMES, and in many cases there is great difficulty, delay, and expense in procuring affidavits for the most trivial purposes. For example, I am now suing a trader here for a manufacturer at Newark-on-Trent. The amount of the debt is disputed, and the debtor lodged a part of the demand in court. The plaintiff, in order to draw the money has to send over an authority verified by affidavit, and to have this affidavit sworn must send fifty miles to an Irish Commissioner. The same trouble exists on an affidavit to verify a debt. In our Court of Chancery there is no difficulty, nor is there in Bankruptcy. Any Commissioner in England for oaths in English Chancery can take the affidavit, but the same law does not apply to our law courts or our Probate Court, nor to the Registry of Deeds. In our Deeds Registry Office witnesses to the execution of deeds have often to come to Ireland to make the necessary affidavit for registry, and witnesses at equal expense go from this to England to attest the deeds. With regard to the Probate Court in England, by the Act 21 & 22 Vict. c. 95, sect. 32, affidavits to be used in "England" can be sworn and taken in Ireland before any court, judge, notary, or "person lawfully authorised to administer oaths in Ireland. There is no corresponding provision with regard to our Probate Court. The Act 22 & 23 Vict. c. 31, providing such a power only in places out of the United Kingdom of Great Britain and Ireland. And respecting the registration of deeds here there is equal difficulty. By the Act 15 & 16 Vict. c. 86, affidavits to enrol deeds in England can be sworn in Ireland "before any person authorised to administer oaths." By the Act 16 & 17 Vict. c. 78, this provision was extended to registration of deeds, and it was enacted that for the purpose of registration of deeds in "Great Britain or Ireland affidavits could be sworn in Scotland or Ireland, or in places abroad before any person authorised to administer oaths." This, however, excludes oaths sworn in England, and the registrar of our deeds registry will only register deeds executed in England on affidavit of a witness made before

commissioner having special power from our Court of Chancery. This is absurd when every commissioner of English Chancery can take affidavits for our Court of Chancery as can every magistrate in England. With regard to our Law Courts, the Master of our Common Pleas has, when travelling in England taken an affidavit for his court, such trouble was there in procuring any person having authority, and this difficulty is frequently the cause of great loss to English creditors of Irish debtors. HENRY OLDHAM.

12, Fleet-street, Dublin.  
Nov. 30, 1876.

**A SHORT PROBLEM IN CONVEYANCING.**—I hope you will kindly insert the following case in actual practice, which occurred the other day in chambers of the gentleman with whom I am reading. The solicitor's instructions were as follows: "A, by his will, wishes to leave certain funds to trustees. In trust to pay the income to B. for life, and after his death to C. for life: but if C. and D. die in B's lifetime the trustees are to hold the funds in trust for B. absolutely. If B. dies in the lifetime of C., the trustees are to hold the funds in trust for C. absolutely if D. is dead; when B. and C. are both dead, if D. survives, the trustees are to hold the funds in trust for D. absolutely." The following clause seems to carry out the instructions in the shortest manner: "My trustees shall stand possessed of my trust funds in trust to pay the income thereof to B. for life, and after his decease to C. for life, and in trust for the survivor of B., C., and D. absolutely." This short clause provides for no less than six contingencies, as might in this particular case be mathematically demonstrated. For B. may go (die) before or after C. and D.; similarly C. may go (die) before or after B. and D.; and D. may go (die) before or after B. and C. We are, therefore, finding the number of permutations of three things taken altogether, which is six. But this would not hold good for more than three persons. The general rule is that the number of contingencies is twice the number of persons. Of these six contingencies, three, namely, B. dying in lifetime of C. and D.; C. dying in lifetime of B. and D.; and D. dying in lifetime of B. and C. are provided for by the trusts of the will, and the remaining three, namely, B. surviving C. and D.; C. surviving B. and D.; and D. surviving B. and C., are provided for by the trust of the capital.

LAW SOCIETY.

**ST. JOHN'S SOCIETY.**—I observe in the LAW TIMES REPORT of the 12th Inst. from the report of a case of *St. John v. St. John*, which appears to me to be in the time of the present controversy. The case was heard before Mr. Justice W. at Longsight on the 1st May last. The respondent alleged that the plaintiff was entitled to stand in possession of a conveyance by trustees to grant a term of years under the provisions of the Statute of 1852, and did not deny that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant was asked to show that the plaintiff was not entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant failed to do so, and the plaintiff was entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852.

JOHN ST. JOHN.

Solicitor for the Defendant.

Exchequer Chambers, 12th Dec. 1877.

**ST. JOHN'S SOCIETY.**—I observe in the LAW TIMES REPORT of the 12th Inst. from the report of a case of *St. John v. St. John*, which appears to me to be in the time of the present controversy. The case was heard before Mr. Justice W. at Longsight on the 1st May last. The respondent alleged that the plaintiff was entitled to stand in possession of a conveyance by trustees to grant a term of years under the provisions of the Statute of 1852, and did not deny that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant was asked to show that the plaintiff was not entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant failed to do so, and the plaintiff was entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852.

served no more in proportion to value than a mere ground rent, is it just that the lessor should be able suddenly to turn upon his tenant and eject him upon the pretence of perhaps some trifling non-repair, seize his property, impose the cost of an action, make good the omission to repair by an extravagant and unnecessary outlay, and sue the tenant for the amount? This is what the law allows to be done, and the doors of equity are inexorably closed against the lessee's application for relief. There are hundreds of low speculators who are trading upon this state of things at the present day. The court will relieve against forfeiture for non-payment of rent or for non-insurance. Why should its power stop here? Why should it not interpose not only in cases of non-repair but in other instances of breach of covenant involving hardship to the tenant?

GEO. H. WILLIAMSON.

45, Essex-street, Strand.

**MARRIED WOMAN—BARE TRUSTEE.**—A female lends money on security of a mortgage in fee to her: she afterwards marries, and subsequently to her marriage she, about a month ago, received of the mortgagor the amount of principal and interest due on the mortgage. The mortgagor now calls for a reconveyance. Is she a "bare trustee" within the meaning of sect. 6 Vendor and Purchaser Act 1874, so as to be empowered to reconvey without the concurrence of her husband and acknowledgment? A SUBSCRIBER.

## NOTES AND QUERIES.

Notes are inserted under the name and address of the person or persons to whom they are addressed, but no guarantee is given for them.

### Queries.

**21. NORTHERNERS FOR AN INFANT.**—Are there any later cases on this subject than *W. v. W.* and *W. v. W.*, which were both tried in 1876?

W. S. S.

**22. STANLEY'S BUILDING SOCIETY'S MORTGAGES.**—Will any of our readers kindly answer the following queries? A building society mortgage for £100, before the New Building Societies Act, was followed by a further charge for £100. It is necessary the last should have been stamped. A building society mortgage for £100, before the said Act, is followed by a further charge for £100. Is the latter required a stamp? In case of mortgages to existing societies established before the Act and not reconstituted under the Act, is such mortgage for sums less than £100 require stamping, that is, does the Act affect the old societies as regards the stamp in mortgages?

W. W.

**23. ANTI-SLAVERY CHURCH.**—Under this heading in your issue of the 12th Nov. I saw a striking and touching notice of a meeting that was held in London. I am sure that the notice was well written, and that the meeting was well attended. I am sure that the notice was well written, and that the meeting was well attended. I am sure that the notice was well written, and that the meeting was well attended.

**24. ST. JOHN'S SOCIETY.**—I observe in the LAW TIMES REPORT of the 12th Inst. from the report of a case of *St. John v. St. John*, which appears to me to be in the time of the present controversy. The case was heard before Mr. Justice W. at Longsight on the 1st May last. The respondent alleged that the plaintiff was entitled to stand in possession of a conveyance by trustees to grant a term of years under the provisions of the Statute of 1852, and did not deny that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant was asked to show that the plaintiff was not entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant failed to do so, and the plaintiff was entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852.

**25. ST. JOHN'S SOCIETY.**—I observe in the LAW TIMES REPORT of the 12th Inst. from the report of a case of *St. John v. St. John*, which appears to me to be in the time of the present controversy. The case was heard before Mr. Justice W. at Longsight on the 1st May last. The respondent alleged that the plaintiff was entitled to stand in possession of a conveyance by trustees to grant a term of years under the provisions of the Statute of 1852, and did not deny that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant was asked to show that the plaintiff was not entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852. The defendant failed to do so, and the plaintiff was entitled to stand in possession of the conveyance, and to show that the plaintiff's interest was subject to the provisions of the Statute of 1852.

### Answers.

**21. NORTHERNERS FOR AN INFANT.**—Are there any later cases on this subject than *W. v. W.* and *W. v. W.*, which were both tried in 1876? *W. v. W.* and *W. v. W.* are the only cases on this subject that I have been able to find.

my answer to question 189, has made use of the "binding." I did not use such a word, because: cannot enter into a binding contract for the purchase of an estate, and he cannot sustain the specific performance of such a contract during infancy (*Flight v. Bolland*, 4 Russ. 296). Such an is voidable by the infant, and on his attaining majority he may either avoid or affirm it as he proper, and if he dies under age, his representatives have the like privilege (*Clayton v. Ashdown*, 3 Ta. 383, d. 1.).

R. CURZ.

**(Q. 23.) CONSOLIDATION OF MORTGAGES.**—Thus the mortgagee to consolidate is not lost by him the freehold estate under the power—*Suby. v. B.* (4 L. T. Rep. N. S., 545); 1 Johns. & H. 341; therefore claim the £170 and interest, and is to may foreclose.

**(Q. 24.) LEASE.**—I think the lessee is liable in damages, and that the power reserved to the lessor is additional security, and does not imply an option to the lessor to do or refrain from the ploughing, &c.

**(Q. 25.) SUCCESSION DUTY.**—It cannot be said that the vendor is under any obligation to convey even to covenant to pay the duty on the sum of annuities. The case of *Chaper v. Twyford* (12 Ta. 1) is opposed to the right of a purchaser in the instances stated.

**(Q. 30.) LEASE—MORTGAGE.**—If the mortgage was properly drawn, it would contain a provision on a sale under the power, the mortgagor should possess of the reversion for the purchaser, or should appoint. The mortgagor would, as a consequence, be entitled to be indemnified by the purchaser against the rent and covenants in the lease. It is monstrous that a mortgagor should be liable his equity of redemption of the sub-lease, and still liable for the covenants in the lease. I think entitled to a covenant for indemnity on his sale.

**(Q. 31.) CUSTODY OF TITLE DEEDS.**—A, a tenant common, having obtained possession of the deeds, failed to keep them.

—They should be handed over to the party property is of the greater value, and such party enter into a deed of covenant for production to other party.

**(Q. 32.) WILL.**—The assignment by the testator of the reversionary leaseholds given to their separate will be good in equity without the concurrence of respective husbands, but to pass the legal interest assignments of the husbands will be required. See *Chapman v. Chapman*, 10 L. T. Rep. N. S., 545.

**(Q. 33.) LANDLORD AND TENANT.**—*"H. S."* is a tenant in possession of the premises, 11th Dec. 1877, when it appears that a landlord's distress for rent and arrears is held without selling, he cannot sue for the rent, though the distress is sufficient to satisfy.

## LAW SOCIETIES.

### BELTON LAW SOCIETY.

#### REPORT OF THE COMMITTEE.

THE BELTON LAW SOCIETY presents the following report for the year ending 1st Nov. 1876—

The society numbers at this date forty-four members, as against forty-six on the 1st Nov. 1875, the new member only having been added during the year.

Several lectures have been added to the course during the past year. A list of the added lectures and the names of the lecturers will be sent to each member. The new books as purchased are added to the library. From the year 1875 the list has been made of the library as a whole, and the committee believe that it is very nearly complete. The two rooms in which the library is deposited are visited by the society, and they are open daily during office hours to the use of every member for the purpose of consulting the library and the books.

The committee are and propose from the last year to the present year, affecting the library and the books, and the committee are and propose from the last year to the present year, affecting the library and the books.

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of members of the society:—Condi- provided that the vendor should re- stody such of the title deeds as con- ot sold as well as other lots, and eliver them to the purchaser of the lots in amount or value, who should production in the usual way. Lot eight houses, and contained 1036 and was subject to a ground rent lot 7 comprised twelve houses, and square yards, and was subject to a of £4 0s. 6d. The purchase-money 7 were equal in amount. The com- asked to give their opinion as to purchasers were entitled to the ey passed the following resolution: tee are of opinion that under the e neither of the purchasers is en- eaded, which should be retained by but would suggest that the pur- lot containing the largest area, and largest ground rent should, as be- and the purchaser of the other lot, s." In accordance with rule 13 this mitted to the annual meeting for if thought proper.

tee regret to report that during a case of professional malpractice a solicitor in Bolton (who was not this society) was brought before on investigation in the presence of mplicated, they deemed of sufficient represent to the Incorporated Law e Inland Revenue Office, and passed o that effect on the 24th July, 1876. g on this resolution, however, they opinion of the Profession ought to e matter, and accordingly the facts ted at a largely attended meeting of Bolton, on the 4th Aug., at which, the solicitor in question, the follow- was passed:—"That whilst this strongly censures the proceedings in reference to the business brought mmittee as unprofessional and im- is not so satisfied of his intention to as to induce the meeting to urge e to carry out their resolutions of 1876."

tee accordingly did not proceed any is matter, and they hope that no for their interference may arise.

ow twenty-eight articulated clerks in inst thirty on 1st Nov. 1875. Three ased their final examination, and have been articulated since 1st Nov. committee have noticed with regret frequency with which the prelim- tion, so important in preserving in e character and status of the pro- cessed dispensed with by the Judges, ggest that signatures to the memo- cess and capacity of the clerk should unless the applicant had been pre- ved by the local Law Society. They al attention to that part of Rule 16 as that the minimum premium to be articulated clerk be £250, and express ce that this regulation will be hon- ed to by the members.

tee, before leaving office, would the following suggestions to their approved by the annual meeting:— s society be incorporated under the ts 1862 and 1867.

desirable to the committee that one of conditions for use at sales by l be prepared and assented to by the he profession in Bolton, or, at any bers of the society.

is effect are in use by members of leading societies in England, includ- Liverpool, Birmingham, &c. The ch are there read at an auction refer nected with the title and incorpo- nce only, the usual form of condi- in the neighbourhood, which has as aforesaid. It will be manifest urse in Bolton and the neighbour- ld produce uniformity of practice, the time at sales. And it is sug- ch a form should be prepared for ict.

ility of the society, if incorporated, recting a building in which public ion might be held, instead of at (and which might also contain the oms of the society), is also worthy on. Although at first little or no e expected on the outlay, your com- that in the course of a few years e gained would be considerable, and vidend realised.

tion of the proposed scale of charges ng has somewhat languished during but a scale prepared by your com- n printed, and although its use is mmittee believe that it has been ted on, at the same time it is desir-

able to have an official scale, and your committee would suggest that an expression of opinion be passed by the annual meeting.

#### INCORPORATED LAW SOCIETY OF LIVERPOOL.

##### REPORT OF THE COMMITTEE.

THE committee beg to present the annual report of their proceedings for the past year (1876), being the 49th year of the society's existence.

The committee have to record with deep regret the loss by death during the past year of six members:—Mr. William Waring, Mr. Henry Hime, Mr. Henry Bremner, Mr. James Galloway (Prescot), Mr. C. S. Goodman, and Mr. E. S. Williams, the first of whom filled the office of president of the society in the year 1852-3.

Mr. John Atkinson, a past president of the society, and the donor of the Atkinson medal for conveyancing, and Messrs. W. L. Banks and W. Hunter, jun., have also ceased, by resignation, to be members of this society. Two others have ceased to be members by non-payment of their subscriptions.

By the foregoing changes the number of mem- bers has been reduced to 176. The barristers and others, not being members, who subscribe to the library number 19.

There have been during the year 28 meetings of the general committee and 56 meetings of the several sub-committees, appointed for the follow- ing special purposes:—Library and Finance, Judicature and Local Courts, Conveyancing, Clerk of the Peace, Parliamentary Agency, Court of Passage.

Among the matters to which the committee have devoted considerable time and attention are the following:—

The committee have frequently had under their consideration the propriety of removing the library from its present position and the necessity of adding largely to its books. No suitable rooms, however, can be obtained in a central position, on a ground or first floor, and at a rent which the means of the society will afford, and it is a question for the consideration of the members at large whether they will be satisfied with a library less easy of access, say on a second floor, or will charge themselves with an increased sub- scription, in order to obtain more suitable premises. The additional rent that would have to be paid for rooms such as the society want would be from £100 to £150 a year, according to the position.

The cost of removal and fitting up the new library would be considerable, and a large sum of money should be expended in purchasing the numerous books which are required to make the library efficient. This cost should, the committee think, be defrayed by the formation of a fund for the purpose, and they trust that the society will aid them in collecting a substantial amount, either by donations or annual instalments, extending over a limited time, say five years.

The circulation of books during the past year has been very large. The usefulness of the library might be increased and the committee assisted in their work if members would avail themselves more of the recommendation book which lies on the library table, and suggest the purchase of such works as they find wanting.

In the last report of this society reference is made to a Bill which was introduced into Parlia- ment at the end of the session of 1875, having for its object to vest the appointment of the deputy clerks in the clerk of the peace instead of in the Chancellor of the Duchy, and thus neutralise the Act of 1871 promoted by the society, and make the Manchester and Liverpool offices mere branches of the Preston office; and which Bill was opposed by this society, and the order for the second read- ing discharged.

The supporters of the measure were determined not again to fall into the error of introducing the Bill too late, and accordingly early in the past session the Bill was again brought in and an attempt made to run it through Parliament with the utmost haste. Petitions against the Bill, in terms of the petition of last year, were presented to the House of Commons by this society, and also by the Manchester Law Association, and Mr. Wm. Rathbone, M.P., exerted himself greatly in opposing the measure. The promoters—the county magistrates—had the support of the Government, and the Bill passed the second reading, and was committed. Your committee prepared amendments to the following effect, of which Mr. Rathbone took charge: That the deputy clerks should be solicitors of ten years' standing, should have offices within their dis- tricts, and that the clerk of the peace should have no interest in the emoluments of the deputy clerks. One amendment only was partially ac- cepted—namely, that the deputy clerks should be solicitors of seven years' standing, and in that form the Bill passed the Commons.

Your committee continued their opposition in

the House of Lords and petitioned there against the Bill, and also, in conjunction with the Man- chester Law Association, prepared a statement of reasons against the Bill (a copy of which will be found in Appendix A. to this report), which was circulated among members of the House of Lords who were connected with Lancashire, and among the magistrates for the Hundreds of Salford and West Derby. The same interest which obtained the Government support in the House of Com- mons operated in a similar manner in the House of Lords, and the Bill became law. The com- mittee finding that by a Treasury Minute the patronage of the office of clerk of the peace had been practically ceded to the Lord Lieutenant of the county, thereupon, in conjunction with the Manchester Law Association, addressed a letter to the Earl of Sefton, the Lord Lieutenant, re- questing him not to exercise his patronage under the Act without due provision being made for the interests of the Hundreds of Salford and West Derby. This was followed by an interview with his Lordship at Croxteth, on the 26th April last, and after discussing the matter fully his Lordship promised that when a vacancy occurred in the office of clerk of the peace he would not fill it with- out hearing both sides further. So the matter rests for the present.

In April last a vacancy having occurred in the office of registrar of the County Court at Liver- pool, by the death of the late worthy and lamented registrar, Mr. Henry Hime, a deputation from this society waited upon the judges of the court to state their views as to the transaction of business in the registrar's office, and on other matters con- nected with the court.

The deputation represented the desirableness of filling up the vacancy created by the death of Mr. Hime, and of dividing the duties of registrars of the County Court, so that whilst one registrar should have the care of the common law business, the other should have the care of the bankruptcy, admiralty, and equity business; and also that the present accommodation at Lime-street being in- sufficient, it would be very convenient, until the new courts are erected, that an office should be taken near the centre of business (in the municipal offices, if possible) where the bankruptcy registrar and staff should be located, and if a suitable room could be obtained, where the judges should hear bank- ruptcy, admiralty and equity business on special days.

The deputation also called the attention of the judges to the present inadequate scale of remunera- tion in bankruptcy.

The judges stated in reply that they desired to have the vacancy created by the death of Mr. Hime filled up by the appointment of the most suitable person that could be obtained for the post; and as to the other matters mentioned by the deputa- tion, that although they did not then see their way to accede to the desires of the society, yet they would give them their best consideration.

The committee have much pleasure in congrat- ulating the society upon the appointment of Mr. Thomas Bellringer, one of its members, to the vacant office of registrar.

The committee have been in communication with the first commissioner of works respecting the new law courts and offices, and in the month of May last they received tracings of the plans. These, on examination, showed that accommoda- tion was to be provided for the County Court, the stamp office, and the district registry of the Pro- bate Court (non-contentious business), but not for the district registries of the other divisions of the High Court of Justice. The committee have re- presented to the first commissioner the very great importance of adequate provision being made for these registries, and are still urging the matter on his attention, but to the present time no satis- factory reply has been received.

The public sale conditions of the society, pre- pared in the year 1864, have been revised with a view to their amendment, and to render them more in accord with recent legislation. The draft of the revised conditions is now before counsel, and the committee hope to be able very soon to submit them to the society.

In June last a joint committee of both Houses of Parliament was appointed to consider the ex- pediency of making further regulations concerning the admission and practice of Parliamentary agents. From the speech of Mr. Raikes in moving for the committee in the House of Commons it appeared that the practice which had been adopted by some Parliamentary agents of dividing their charges on the usual agency principles was intended to be attached. Your committee, con- sidering that they were entitled to be heard on the subject, tendered the evidence of the town clerk of Liverpool and some other of their members, but the joint committee considered that they had sufficient evidence before them to enable them to frame the report, and declined to receive it. The proceedings were carried on with great haste, as the following dates will show. On the 23rd and 28th June the committee was appointed. It met on the 30th. On the 3rd and 6th July evi-

was taken. On the 17th the report was agreed to. It was not in print for several days afterwards, and then it was discovered that it proposed several other objectionable alterations, besides that referred to. On the 24th July Lord Redesdale moved its adoption in the House of Lords, which was strongly opposed by the Lord Chancellor. The debate was then adjourned; but the report was on the 28th July adopted by the Lords.

Your committee issued circulars to the other provincial law societies asking for their assistance and co-operation, and prepared a statement of reasons for opposing the adoption of the report, and on the 27th July deputations from this society, and from the Manchester, Leeds, and Wakefield Law Societies, accompanied by several Parliamentary agents, waited upon Mr. Raikes, when Mr. Marshall, of Leeds, very ably put forward the views of the societies, but judging by his subsequent speech, in moving the adoption of the report in the House of Commons, no great impression was made upon Mr. Raikes. The Incorporated Law Society of the United Kingdom presented a petition to Parliament against the adoption of the report, and every exertion was made by the societies to obtain at least a postponement of the matter. Your committee are glad to say that eventually the motion to agree to the report in the House of Commons was withdrawn. Your committee subsequently prepared a paper which has been circulated among the provincial law societies and otherwise, fully explaining the position of the matter and the objections to the report, and urging all concerned to use their best exertions during the recess to impress these views upon members of both Houses of Parliament. Copies of this paper and of the statement of reasons against the adoption of the report will be found in the appendices B and C.

At the recent annual provincial meeting at Oxford of the Incorporated Law Society of the United Kingdom the subject was very fully and ably discussed, and a series of resolutions having for their object the strengthening the hands of the Incorporated Law Society of the United Kingdom were moved by Mr. Marshall and passed.

The Judicature Acts, with their accompanying Rules and Orders, have had a year's trial. In carrying out so extensive a change many shortcomings and defects must be expected, and although much disappointment has been felt at the disposition which has been shown in some quarters still to travel on the old lines of practice and to place too narrow a construction on the new Acts and Rules, still the committee are of opinion that the measure has proved to be highly beneficial to the country.

Your committee have devoted much time and attention to the amendment of the Rules and Orders, and to bringing their suggestions before the proper authorities.

The Lord Chancellor did not think fit to adopt the recommendations of the society as to the division of business in the Liverpool District Registries, and as to prohibiting the district registrars from engaging in private practice (see p. 14 of last year's report). Since the 1st Sept. last the Exchequer Division has been assigned to Mr. Lowndes, in addition to the divisions previously assigned to him.

The appointment of official referees under sect. 83 of the Judicature Act 1873, early attracted the attention of the committee, and perceiving how advantageous it would be to the mercantile community to have an official referee skilled in shipping and mercantile law resident in or near Liverpool, they, in conjunction with the Chamber of Commerce, presented a memorial to the Lord Chancellor and the Presidents of Divisions of the High Court of Justice, stating their views.

The Lord Chancellor replied that it had been resolved that only four official referees were, in the first instance, at least, to be appointed, and that it was not contemplated that any of this limited number should have their head-quarters out of London, though they might from time to time be called upon to perform duties out of London, and that when fuller experience of the working of the official refereeship had been acquired it might be desirable to give further consideration to the points suggested in the Memorial.

Four official referees were shortly afterwards appointed, but, so far as this committee is aware, their services have not been asked for in Liverpool.

By the additional Rules of Court of December 1875, No. 3, the power to issue warrants of arrest and to release ships in Admiralty actions *in rem* was taken away from the district registries. This important right had been exercised at Liverpool for nearly five years under the Liverpool Admiralty District Registrar's Act 1870, with great advantage. In conjunction with the Liverpool Underwriters' Association and the Chamber of Commerce, this society presented a memorial to the Lord Chancellor asking for a restoration of the right. Other mercantile societies in the town and the members of Parliament brought sup-

ported the request, and the rule in question was annulled by the new rules of Feb. 1876.

Hearing that, with a view to the more speedy dispatch of business at the assizes, it was proposed that three judges should take the Northern Circuit instead of two, and feeling sure that the proposed remedy would increase rather than diminish the evils of which suitors so much complain when under the present system two courts only are sitting at the same time for the trial of cases, the Chamber of Commerce and this society, on 28th Jan. last, addressed a letter on the subject to the Lord Chancellor and judges, and enclosed copies of their joint memorial to the Lord Chancellor as to the necessity for increased provisions for the dispatch of civil business at the Liverpool Assizes, which is set out in Appendix D to last year's report.

The letter elicited a reply from Mr. Baron Bramwell, and in a correspondence which ensued between his lordship and the president, his lordship stated: "I hope the new arrangement as to circuits will be satisfactory to Liverpool; under them, if necessary, the Northern Circuit must begin in June or even May, or earlier. This is very nearly what the memorial proposes. If necessary, I personally see no objection to a judge residing in Lancashire, and being replaced every three or six months."

The committee continue, on every available opportunity, to urge continuous sittings for Lancashire. A provision contained in the Appellate Jurisdiction Act 1876, and which is noticed later on in this report, may have a material bearing on the question.

At the last Liverpool Assizes two commissioners were sitting in addition to the two judges, and thus it occasionally happened that three courts were engaged at the same time trying civil causes. The injustice done to the suitors through the absence in other courts of counsel whom they had retained and briefed was a crying evil, and proved that the committee were fully justified in objecting to the proposal to send three judges on the circuit.

The following is a summary of the disposal of the cases at the last Liverpool Assizes: Undeclared, 2; verdict by consent, 4; juror withdrawn, 1; referred at trial, 2; cases tried in addition to the above, 61; withdrawn, 38; struck out, 6; remanded by order to obtain evidence, 1; total, 115.

Of the cases withdrawn it has been ascertained that six were referred.

Bramwell, B., tried 40 cases; Lindley, J., 11 cases; the commissioners, 19 cases.

The assizes lasted 14 working days. Commissioners sat for the trial of civil causes on 11 days, but frequently for part of the day only. On 5 days or parts of days Lindley, J., sat for the trial of civil causes.

A meeting of the Associated Provincial Law Societies was held on 31st March to suggest to the judges alterations in and amendments to the rules and orders, and your committee prepared a paper of suggestions, of which a copy is given in Appendix D, and submitted the same to the meeting of the associated societies.

Two of these suggestions, namely, No. 3 (first part) and No. 8, were adopted in the rules of June 1876, subsequently issued. And No. 4 has since been practically carried out by the Treasury.

A Bill was introduced into Parliament last session to take away the power to serve in Scotland or Ireland writs issued out of the High Court of Justice under Order XI. of the Supreme Court of Judicature Act 1875. A deputation from this society waited upon the Lord Chancellor in opposition to the Bill, when it was stated by his Lordship that instances had arisen where injustice had resulted from the application of the order to cases, principally small claims, to which it had not been contemplated it should apply, and that an amendment to meet the case was under consideration. The Bill was withdrawn, and a new rule applicable to this subject was issued in June last.

By this rule, on an application for leave to serve a writ or notice on a defendant out of the jurisdiction, the judge, in exercising his discretion, is to have regard to the amount or value of the property in dispute or sought to be recovered, and to the existence in the place of residence of the defendant, if resident in Scotland or Ireland, of a local court of limited jurisdiction having jurisdiction in the matter in question, and to the comparative cost and convenience of proceedings in England or in the place of the defendant's residence, and no leave is to be granted without an affidavit stating the particulars necessary for enabling the judge to exercise his discretion.

The committee caused inquiries to be made in Scotland and Ireland as to the local courts of limited jurisdiction there, and Appendix E to this report contains replies from Mr. T. Stout, the secretary of the Faculty of Procurators, Glasgow, and from Mr. Galloway, a member of the council of the Society of Attorneys and Solicitors of Ireland, which will afford useful information to practitioners.

The Appellate Jurisdiction Act 1876, by the House of Lords as the ultimate Court of Appeal, and provides for the increase of judicial strength by empowering the appointment of two Lords of Appeal in ordinary who are salaried judges with the rank of barristers life and seats in the House of Lords as they continue in office. The qualification for office is having been the holder for a period less than two years of some one or more high judicial offices mentioned in the Act, having been for not less than fifteen years practising barrister in England or Ireland, or practising advocate in Scotland. Lords of Appeal in ordinary, being privy councillors, are empowered to sit and act as members of the Committee of the Privy Council. Provision is also made by the Act for the hearing and determination of appeals during the prorogation or dissolution of Parliament, and for regular practice and procedure in appeals by the House of Lords. By sect. 14, when one of the paid judges of the Judicial Committee of the Privy Council, have died or resigned, a Lord of Appeal in ordinary may be appointed, and on the death or resignation of one of the two paid judges of the Judicial Committee of the Privy Council, a fourth Lord of Appeal in ordinary may be appointed. By sect. 15, three additional ordinary judges of the Court of Appeal—that is the intermediate court—may be appointed, and the first appointments are to be made by the Court of Appeal of three of the judges of the common law divisions of the High Court of Justice, and the vacancies so created are to be filled up until the death or resignation of a paid judge of the Judicial Committee of the Privy Council. When two of such judges have resigned, one additional judge of the Court of Justice may be appointed upon recommendation from both Houses of Parliament, so that the state of business in the High Court of Justice is such as to require the appointment of an additional judge; and on the death or resignation of the other two paid judges another vacancy may be filled up. The additional judges of appeal are to go circuit.

The net immediate result of the changes made by the Appellate Jurisdiction Act is the addition of two Lords of Appeal in ordinary to the strength of the House of Lords, the addition of three judges to the Court of Appeal, and a decrease of three in the number of judges of the common law divisions of the High Court of Justice. When the changes are all carried out, and assuming that the two vacancies which are filled up, there will be four lords of appeal in ordinary to take part in the judicial business of the House of Lords, and to do the work of the four paid judges of the judicial committee of the Privy Council, while the Court of Appeal will have three additional judges, and the common law divisions of the High Court of Justice will be less than at present, and two more judges will be available for circuit business.

With a view to further utilise the increased judicial strength in the common law divisions of the High Court of Justice, and to facilitate business, it is provided by sect. 17 that on and after the 1st Dec. 1876, every action and proceeding, so far as practicable and convenient, is to be determined, and disposed of by a single judge, all proceedings in an action subsequent to hearing or trial shall, so far as practicable and convenient, be had and taken before the judge who tried the cause. Divisional courts, held for the transaction of any business may for the time being be ordered by the Court to be heard by a divisional court, a divisional court is to consist of two judges unless the president, with the concurrence of other judges of the division, is of opinion that the divisional court should be constituted of a greater number of judges than two. This was added to the Bill by way of amendment by Sir John Holker, the Attorney-General, to obviate a pressing demand for the country for more judges; the practice of vice-chancellors each in his own court, hearing, determining, and disposing of matter and cause before him afforded ample. A useful provision is also contained in the Act, sect. 22, empowering a district judge to appoint a deputy.

Until the rules and orders for carrying into effect the enactments of sect. 17 are issued, it is impossible to tell the precise changes which will bring about. The inevitable, however, will be to break up the old divisions of the court as separate divisions to make each judge like each vice-chancellor distinct court. If this be so the case will be forward to having continuous sittings at no very distant date.

The committee have felt the anomaly of having three different places of sitting, one in the High Court of Justice in the Chancery of Lancashire, and the





## To Readers and Correspondents.

communications are invariably rejected. Communications must be authenticated by the name and address of the writer for publication, but as a guarantee of good faith. Communications intended for the Editor (SOLICITORS' DEPARTMENT) should send.

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and said that this was imperative in every case. They added that, whether a Judge takes a note or not, he must, if requested, even after the hearing, furnish some note of the evidence. This will rather surprise the Judge who refused to give a note because he had taken none. We confess we thought he was right, as the Act of 1875 says that he must do so if requested by either party at the hearing. This decision may have the good effect of compelling County Court Judges to make some sort of note in every case.

THE recent decision of the United States Supreme Court, in the case of *Dresser v. The Missouri and Iowa Railway Construction Company*, presents some features of interest to English lawyers. An action was brought against the company upon three promissory notes made by the company for the aggregate amount of 10,000dols. The plaintiff was an indorsee for valuable consideration. At the trial it appeared that the notes had been obtained from the company by fraudulent misrepresentation, and had been purchased by the plaintiff without notice of the fraud. He had paid 500dols. of the purchase-money before he received notice of the fraud. The learned judge directed the jury that they must first find that there was fraud in the inception of the notes as alleged, and that if the defendants failed to satisfy the jury of that fact, the whole defence failed; and, secondly, that if the fact of fraud was established, and the jury found from the evidence that the plaintiff had paid 500 dols. upon the notes without notice of the fraud, and that after receiving notice of the fraud the plaintiff paid the balance due upon the notes, he was protected only *pro tanto*, namely, to the amount paid before he received notice. The plaintiff appealed from this ruling, contending that he was entitled to recover the whole amount of the notes, with interest. The main contention on his behalf was that negotiable paper may be sold for such sum as the parties may agree upon, and that upon sale, whether the amount paid be large or small, the title to the whole sum on the face of the paper passes to the *bona fide* purchaser. Mr. Justice HUNT, who delivered the judgment of the court, addressing himself to this argument, replied that this was true, and "if the plaintiff had bought the notes in suit for 500 dols. before maturity and without notice of any defence, and paid that sum or given his negotiable note therefor, the authorities cited show that the whole interest in the notes would have passed to him, and he could have recovered the full amount due upon them." The court, however, distinguished the present case on the ground that the notes in question were purchased upon an unexecuted contract, upon which 500 dols. had been paid when notice of the fraud and a prohibition to pay was received by the purchaser. "The residue of this contract," continues the learned judge, "on the part of the purchaser is unperformed, and honesty and fair dealing require that he should not perform it; certainly that he should not be permitted, by performing it, to obtain from the defendants money which they ought not to pay." The position of the plaintiff was said to be identical with that of the *bona fide* purchaser of the first of a series of notes, of which, after notice of a fraud, he purchases the rest of the series. In that case he will be protected so far as his good faith covers the purchase, and no further; but as soon as he receives notice of the fraud he should refuse further payment. The judgment concluded with the remark that the case before us is governed by the rule that the portion of an unperformed contract which is completed after notice of a fraud, is not within the principle which protects a *bona fide* purchaser. Space will not permit a reference to English authorities in which the same or like circumstances have been discussed, nor is it our intention to do more than point out the salient features of this the latest American case in which the rights of a *bona fide* holder of a negotiable instrument obtained by fraud have been defined.

MANY nice questions with reference to the interpretation of statutes have arisen from time to time, but there are few which call for greater care and judgment in their consideration than the important group in which the point at issue is whether the words of an Act of Parliament have taken away a right that was in existence when the Act came into operation. Upon this question the judgment of the House of Lords in the case of *Green v. The Queen* (35 L. T. Rep. N. S. 495) will in future be a standing authority. The right whose existence was disputed, was one to appoint churchwardens under rather peculiar circumstances. The parish of Doddington consisted of four townships, named Doddington (in which was the parish church) Wimblington, Benwick, and March. The churchwardens for the first three townships were appointed at Doddington township, whilst March, where a chapel existed, appointed its own, and this arrangement was recognised as valid until some questions were raised under a private Act of Parliament passed in 1847: (10 Vict. c. iii). The churchwardens in the former township were elected in the usual manner, one by the rector, the other by the parishioners at a vestry meeting; and the latter both were elected by the parishioners. The Act of 1847, consolidating Doddington and Wimblington, and dividing the old parish into

## THE LAWYERS' ALMANAC FOR 1877.

ac will be sent to Subscribers to the LAW TIMES on the 1st of January.

## Law and the Lawyers.

urised to observe that the Incorporated Council of Law continue to advertise the so-called Digest, and invite s. We have already denounced this work as a positive disgrace to legal literature, a cumbersome incubus, ed to entice any person attempting to use it into an e of time. We challenge the Council to rebut these and if they decline to do so they surely are bound to e work from circulation.

aken to be settled practice that in all matters by way of County Courts a copy of the Judge's notes must be the Divisional Court. A few days ago a motion to nonsuit was made to Lord COLERIDGE and Baron their Lordships required a copy of the Judge's notes, I.—No. 1759.



use of the party so violating his trust." This, it will be observed, is on all fours with the decision in *Reg. v. Cooper* (sup.), so far as this particular section is concerned. This was really the point at issue. Can a person who made use of an instrument for the purpose of obtaining money according to the terms of his authority be guilty of embezzling that money? Assuming that he could, the Lord Chief Justice made a fourth objection to a conviction in the present case, the prisoner could not be said to have dealt with the money without authority, an essential element in cases under the above section. This, too, is consistent with *Cooper's* case (sup.). The same learned judge then proceeded to formulate a rule upon this point in the following terms: "It is to my mind perfectly clear that unless there was at the time the money was received the fraudulent intention of keeping the money, in which case the statute may possibly apply, it cannot apply to a case in which by the understanding of the parties, the person receiving the money is not to hand it over at once to the plaintiff." This, of course, raises the question what would be sufficient evidence of such a fraudulent intention. Each case would be submitted to a jury as it arose, and it would be for them to say whether the facts indicated such an intention. In estimating the effect of *Tallock's* and *Cooper's* cases we must be careful not to confound the decisions with ordinary cases of embezzlement in which no question is raised with reference to securities. The effect of those cases is simply this, that where a person, intrusted with a security or chattel for the purpose of raising money by its means, obtains the money in accordance with the terms of his authority, he cannot be prosecuted under the above section for misappropriating the proceeds, unless probably it is shown that his intention was fraudulent when he received the money. Barons Bramwell and Amphlett, while agreeing with the rest of the court that the conviction could not be sustained, thought that the case fell under the first branch of sect. 75, which requires a written direction, of which there was no allegation here. This view has much to commend it, and gets rid of many difficulties.

#### AGENCY—LIABILITY OF AGENT TO PRINCIPAL— OMISSION TO PERFORM GRATUITOUS UNDER- TAKING.(a)

(Continued from page 95.)

In *Balfe v. West* (13 C. B. 466, 1853), the defendant, who had, without remuneration, accepted the office of steward of a horse race, was held not to be responsible for a loss suffered by the defendant, who entered a horse for the race and alleged that the loss was due to the steward's nonfeasance in omitting to appoint a judge to determine the winner, there being no allegation that the steward had entered upon the duties of his office.

It may be taken as a universal proposition that an agent, whether remunerated or unremunerated, is liable to his principal for the loss suffered by the latter owing to the negligence of the agent in performing the duties undertaken. The distinction between paid and unpaid agents vanishes in considering their liability for misfeasance. No universal rule, however, can be laid down to determine what amount of negligence will render each and every agent liable. Actionable negligence is not a constant but a variable quantity. Actionable negligence varies with the amount of skill any particular agent or class of agents is presumed to bring to bear upon the performance of the duties he has undertaken.

If the expression "gross negligence" is intended as a definition, it wholly fails of its object. But as there is a practical difference between the degrees of negligence for which different classes of bailees are responsible, the term it has been said may be of use if retained as a short and convenient mode of describing the degree of responsibility which attaches upon a gratuitous bailee: (See per Lord Chelmsford in *Giblin v. McMullen*, L. Rep. 2 P. C. 336.) Baron Rolfe's remark with reference to the expression "gross negligence," has been accepted expressly by several judges. Mr. Justice Willes (in *Grill v. General Iron Screw Colliery Company*, L. Rep. 1 C. P. 612) said, "Confusion has arisen from regarding negligence as a positive instead of a negative word. It is really the absence of such care as it was the duty of the defendant to use." The remark of Baron Rolfe (*Wilson v. Brett*, 11 M. & W. 113), to the effect that negligence and gross negligence are the same thing, the latter merely having a vituperative epithet added, would not correct it. The meaning of "gross negligence" was limited in the above manner. The expression, however, has no fixed and certain meaning, and it would be well if it were abolished.

The confusion which has been introduced into English law by questions with reference to gross negligence is not hard to account for. Lawyers who recognised and adopted the phrase, observing that actionable negligence was of various degrees, were content to accept the expression as being sufficiently descriptive of one form of actionable negligence. Upon this ground it was that Lord Chelmsford wished to retain the expression: (See *Giblin v. McMullen*, L. Rep. 2 P. C. 336.) The use of the expres-

sion has, however, tended to introduce confusion, and the necessity. The gratuitous bailee, like any other agent, is liable for breaches of duty; but his duties differ from those of other bailees, hence there are varying degrees of actionable negligence. The duties of any agent or class of agents are either known or easily discovered; but it is hard to say what meaning the word "gross" has as applied to negligence. The confusion would entirely be got rid of if we said that every agent is liable for breach of duty, and considered the liability of the agent with reference to his duties and the amount of care, diligence, and skill required of him by law. The same result would also be obtained if the main division of negligence adopted was that which distinguished negligence into actionable negligence and non-actionable negligence. If this plan was adopted, the simple question would be considered in any question as to the liability of a defendant would be not whether the negligence was gross or otherwise, but what it was actionable or not. Practically, of course, that is the question raised in every action for negligence, but the inquiry is in any way assisted by the introduction of such terms, notwithstanding the sanction of Lord Chelmsford's name.

#### THE USE OF EXTRINSIC EVIDENCE TO SUPPLEMENT OR CONTROL DOCUMENTS OF TITLE.

##### VIII.—EQUITABLE PRESUMPTIONS.

###### 7.—Vendor's Lien.

(Continued from p. 4.)

LORD-CHANCELLOR ELDON, in a judgment whose crabbed style not detracted from its authority, thus described the lien: "absence of special circumstances, where the vendor conveyed out more (though the consideration is, upon the face of the deed, expressed to be paid, and by a receipt indorsed on the back), if it is the simple case of a conveyance, the money, of it, not being paid as between the vendor and vendee, persons claiming as volunteers—upon the doctrine of the law, which, when it is settled, has the effect of contract, perhaps no contract has taken place—a lien shall prevail in one case for the whole consideration; in the other for the part of the money which has not been paid." His Lordship then stated the doctrine "derived from the civil law as to goods, which is further than our law; by which, though the right of stoppage in transitu is founded upon natural justice and equity, yet, if the lien is either actual or constructive was taken by the vendor, the lien is gone. That is not so by the civil law. The Digest says: 'Quod vendidi non aliter fit accipientis, quam si aut per nos solutum sit aut satis eo nomine factum vel etiam habuerimus emptori sine ulla satisfactione'" (*Mackreth v. Symonds*, 15 Ves. 329). The origin or derivation of the doctrine which has the effect of contract is interesting. But it is more practical to note that while Lord Eldon confirms the doctrine, he also notes the law that the lien may be rebutted by special circumstances debaring the conveyance. Lord Bathurst had thought a promissory note would put an end to it. Other judges of high authority dissented from that, as appears by the cases *Gibbons v. Baddall* (2 Eq. Ca. Abr. 682), and *Hughes v. Kearney* (1 Sch. & Lef. 132).

In *Hughes v. Kearney* (1 Sch. & L. 132), Lord Chelmsford particularly asked, Is not a thing unconscionable obtained when the consideration is not paid? Having stated the principle, he thus applied it: Suppose that nothing was paid for a receipt was signed by the vendor, a purchaser or vendee without notice could hold; but if the person claiming as purchaser admitted that the consideration was not paid, it would be taken *prima facie* as a fraud, and it would lie upon him to show that it was not a fraud. So it lies upon the purchaser to show that the vendor agreed to rest on the collateral security, *prima facie* the purchase money is a lien on the lands. The money which was passed by vendee to a trustee for part of the money out of the amount of which incumbrances then retained were to be satisfied, and the balance only paid to the vendor, is not such a security as will discharge the lien on the lands.

In *Winter v. Lord Anson* (3 Russ. 488), Lord Lyndhurst's judgment upon the appeal, said that as there was nothing in the transaction itself, as evidenced by the instruments, less clear and manifest inference that such was the intention of the parties, he thought it should be declared that the plain lien upon the estate in question for the residue of the purchase money. Reasoning upon this passage in *Parrott v. Lord Commissioner Shadwell* thought it manifest that Lord Lyndhurst's opinion the proper way of dealing with such a case was to look at the instrument executed by the parties at the time, and upon them to declare what the meaning of the parties must have been.

In *Garson v. Green* (1 John. Ch. 308), Chancellor held that the taking a promissory note for the purchase money did not affect the lien, and if part be paid, the lien is good for the residue, and the vendee is a trustee for what is unpaid. In these cases the *presumptio juris* arising from the convey-

(a) By WILLIAM EVANS, Esq., South Wales Circuit.

the lien, and the burden of producing evidence to rest upon the purchaser.

*Ellis v. Ellis* (16 Beav. 350) the consideration, as stated in the pleadings, was £150 paid and an acceptance of £300. Sir John Romilly held that it was unnecessary to go into the authorities as of opinion that in accordance with all the cases the burden was on the parties to show what the real nature of the transaction was. And he held that the plaintiff neither entered into nor executed the deed with the view or intention, whether good or bad, and whether paid or unpaid, to substitute the money for the property, and therefore that the lien remained.

*Ellis v. Frost* (3 M. & K. 670), Lord Chancellor Cotton held that the Statute of Frauds was not a valid objection to the assignment of a vendor's lien any more than it is to a mere possession of title deeds. The latter was as valid as the principles of the statute, and yet effect was given to it in equity.

*Albert Life Assurance Company, ex parte Western Life Society* (23 L. T. Rep. N. S. 726, L. Rep. 10 Eq. Ca.) Lord Chancellor James and Vice-Chancellor Bacon held that, as a rule of law upon which the doctrine of an unpaid vendor's lien depends must be frequently influenced by the particular circumstances of each case in which it is said to arise, there is no principle which guides and governs its application in every case. It may be expressed or can be safely and properly inferred from the nature of the contract, the intention of the parties that the sale or transfer, absolute in its terms, was subject to the condition that the money should be paid, or that the thing contracted for by the vendee should be performed, the lien will prevail. On the other hand, no such inference can be properly drawn from the performance of the thing contracted to be done by the vendor, as was not the condition upon which the transfer was made. The engagement to do the thing was the consideration

for the transfer, the vendor having accepted that engagement as the very thing he bargained for, and cannot say that the consideration was not passed to him; in such cases the lien cannot prevail.

Thus in *Dixon v. Gayfer* (1 De G. & J. 655), A. agreed to purchase an estate from B., and upon the estate being conveyed to grant a life annuity to B., to be secured by bond, Sir John Romilly held that B. had no lien upon the estate for payment of the annuity. Lord Chancellor Cranworth affirmed his decision, and agreed with him that no general rule can be laid down, but that the circumstance of each particular case must be the guide. This was tantamount to saying that in each particular case extrinsic evidence must be the guide to the decision, whether the presumption is to be or not to be rebutted.

A vendor's lien extends to lands purchased by railway companies.

The London, Chatham, and Dover Railway Company were working the Crystal Palace line under a resolution of the directors. The Earl of St. Germans, as unpaid vendor of lands to the Crystal Palace Company, who had taken possession, and constructed part of their line thereon, brought a suit against both companies. At the hearing it was declared that upon default of payment within one month by the Crystal Palace Company the vendor should have a lien upon the lands of both companies. Default was made. The arbitrator under the London, Chatham, and Dover Railway Company Arbitration Act 1869, stayed proceedings against them. Nevertheless, on petition by the plaintiffs praying that the amount due under the declaratory order for principal, interest, and costs, might be raised by a sale of the lands, and in the meantime for an injunction and receiver, and other relief. Vice-Chancellor Bacon held that the Arbitration Act did not interfere with the rights of the petitioners, and made the order as prayed: (*The Earl of St. Germans v. Crystal Palace Railway Company*, 24 L. T. Rep. N. S. 288; L. Rep. 11 Eq. 568.)

## SOLICITORS' JOURNAL.

And that the way in which common-law business is conducted in the Common Law Judge's Chambers has reached such a pitch that a proposal is shortly to be made to the Lord Chancellor, with a view to the appointment of additional clerks in these Chambers, to be remunerated by public subscription. The present system is simply intolerable. At the order of the day for clerks at chambers to wait for at least an hour, they can file an affidavit, obtain a writ for time, or get a simple order for a writ, without requiring the insertion of a date. The fact is, that before the Lord Chancellor as many as fourteen clerks may be employed at the Common Law Judge's Chambers, whereas the business which is now done by five. In the Queen's Bench, the Lord Chancellor, there is only one clerk, the result of which throughout the entire day a long line of clerks, one behind the other, waiting their turn to accomplish what they could get done without delay. It is not important to consider this wretched state of things, for it is a state of things which must be at once rectified, but it is caused by the absence of the Lord Chancellor's clerks on circuit. This is even affecting the sale of lands, for in some cases summonses are not issued and drawn up which should be. Solicitors may grumble at a long time which their clerks tell them is detained at these chambers. It is true, however, that this loss of value to the Lord Chancellor's clerks, but it is of the judges, who are now responsible for the despatch of the business of the Lord Chancellor. The time has arrived when it ought not to be impeded by the absence of a judge's clerk being absent on circuit. Chamber clerks are necessary in Law divisions as in Chancery, clerks might very well be solicitors, and being relieved from attending chambers, thus leaving them more free for the taxation of costs and the disbursements, and the judge's clerks should be detached from attending at judge's chambers, a new staff and a new system is required in the Common Law Chambers.

In a recent issue a flood of applications to the Court of Appeal at large, for postponement of cases over, for the convenience of coun-

sel. Applications were acceded to where counsel on both sides agreed, and Brett, J.A. is reported to have said that it could only then be by counsel "making themselves responsible as such for their clients' interests and wishes—let that be understood," and Mellish, L.J. added, "If clients assent to it." Now, we have in these conditions one difficult position. Counsel cannot be in two places at once. They want to go circuit, they like to keep their circuit practice together for obvious reasons; then come the conditions about responsibility and so forth, which are of an unsubstantial character. It seems that solicitors are not to be consulted to the extent they should be, in regard to the postponement of cases.

The usual printed report of the proceedings at the annual general meeting of the Incorporated Law Society, held last July, together with the like report of the annual provincial meeting held at Oxford in October last, has just been issued to the members of the society. We venture to express the opinion that the reports of the society's meetings should be in the possession of the members much sooner after the meetings than is at present the case.

The great majority of solicitors having, on or before Friday last, paid their annual certificate duty, the present is a fitting opportunity for reminding those who have failed to do so that they remain uncertificated from and inclusive of the 16th Nov. last until the duty is paid, and the Stamp Act and the Solicitors' Acts otherwise complied with. The general rules and regulations as to the several examinations prior to admission on the roll of solicitors, and as to taking out and renewal of annual certificates, issued on the 2nd Nov. 1875, provide in effect that "if any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall, for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, or has failed to obtain such a certificate within twelve months from the date of his admission on the Roll, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, and for the purpose of obtaining such an order the applicant shall, six weeks before the application is intended to be made, give notice thereof as in the case of an original admission, and the affidavits in support of such application shall be filed at the Petty Bag Office, and a copy thereof shall at the same time be left with the clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the

order for such taking out or renewal shall (if made) be drawn up on reading such affidavits, and an affidavit of such copies having been left and notices given. Upon an application to dispense with the required notice of intention to take out or renew a certificate, a summons must be served on the Registrar of Solicitors calling on him to show cause within ten days why such taking out or renewal of certificate should not be allowed; and if no cause be shown to the satisfaction of the Master of the Rolls, he may make an order for allowing such certificate to be issued."

In another column we publish a letter from a correspondent under the signature of "Conference," who seems disposed to urge that magistrates' clerk ought not to retire with the justices for the purpose of deciding how a case (in which they cannot agree in court) shall be disposed of. We really cannot concur in the views advanced by our correspondent, which, if adopted, would be found to work most inconveniently in many ways, which must at once suggest themselves. Again, such a course as that advocated would occasion a great waste of valuable time in many cases. We believe the present universal practice—to which exception is now taken—is founded on expediency and convenience.

DURING the past year or two County Court judges have shown an especial determination to arrest the growth and the proceedings of a class of persons who infest the precincts of County Courts, and who are known by such familiar names as "accountant," "law agent," "County Court agent," "debt collector," &c. These learned judges have been led to this, no doubt, by the fact that they have seen that the inevitable result of letting this class of interlopers multiply would be to inflict a serious injury upon suitors and the public. Moreover, recent cases confirm the correctness of our assertion. At the Leeds County Court Mr. Serjt. Tindal Atkinson (in a case in which the secretary of the Harrogate Gas Company appeared to represent the company, which was a defendant in an action) is reported to have said that the secretary of a public company should not be substituted for an advocate in a court of justice; in fact, he could hardly be, in the proper sense of the term, the representative of the company. The word "representative" was very much abused, and it was perhaps necessary, in a case of that kind, to state that there should be some limit as to how far a secretary could, in a court of this kind, represent a public company. An advocate present in court said that he had to thank his Honour, on the part of the Profession,

for his intervention in what was a somewhat difficult question, especially as another class of advocates who appeared in court, to whom his Honour's remarks might be extended, was rapidly on the increase, and his Honour said that so long as he occupied the position of judge, he would endeavour to prevent any abuses of the kind referred to. We may say that during the past twelve months many similar cases have come under our notice, in which the managers, secretaries, accountants, clerks, or superintendents of railway and other companies have essayed to appear and conduct the cases of those whose servants they are; so that if such a state of things were to continue, given a superabundance of joint stock enterprise, and the duties of the Profession would be considerably curtailed. The other case occurred at the Malton County Court, when Mr. Bedwell, the learned judge, gave publicity to a scandalous printed circular or notice issued by a debt collecting agency for the purpose of frightening debtors into payment of claims. This circular the learned judge characterised as a "most monstrous and indecent attempt to frighten debtors." There are many "County Court agents" who issue these would-be legal notices.

A SOLICITOR in practice in the City of London writes to us, "One of my principal clients has received the enclosed circular letter." We reproduce it, only observing that it involves a proceeding not regular or usual in our Profession: "I have much pleasure in informing you that I have entered upon a profession for which I was originally educated: and having been duly admitted upon the roll of solicitors I have commenced practice at the above address. With a view of becoming more thoroughly acquainted with the theory of law, I matriculated at King's College, and having successfully passed the requisite examinations I have been enrolled an associate of that institution. During my course of study, I had the pleasure of taking the first prize in Professor Leone Levi's class for Commercial Law, and also Professor Cutler's Prize for General Law and Jurisprudence. While serving my articles and managing an extensive City practice I found my commercial knowledge and experience of most essential value. My late principal, in wishing me success, has in the kindest manner testified to 'The tact and skill which I have shown in conducting many varied and important matters in his office.' I enclose my card and remain."

#### SPECIMEN DIGEST OF THE LAW AS TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 97.)

##### ARTICLE 13.

###### THE ARTICLES MUST BE STAMPED.

The articles of clerkship must be stamped, but they are not to be stamped at any time after the expiration of six months from the date thereof, except upon payment of penalties as follows:

- (1) If brought to be stamped within one year after date, £10.
- (2) If brought after one year, and within five years after date, for every complete year, and also for any additional part of a year elapsed since the date, £10.
- (3) In every other case, £50.

33 & 34 Vict. c. 97, s. 45.

The stamp duty payable upon articles of clerkship, whereby any person first becomes bound to serve as a clerk, in order to his admission as a solicitor, is £80.

But upon articles of clerkship whereby any person, having been before bound by duly stamped articles to serve as a clerk in order to his admission as a solicitor, and not having completed his service so as to be entitled to such admission, becomes bound afresh for the same purpose, the duty payable is 10s.

See 33 & 34 Vict. c. 97, schedule.

##### ARTICLE 14.

###### OF THE ENROLMENT AND REGISTRATION OF THE ARTICLES.

ARTICLES of clerkship should be enrolled by the solicitor(s) and registered, and an affidavit filed of the actual execution of the contract, the due admission of the solicitor, the clerk's place of abode, and the day on which the contract was actually executed within six months from the execution of the contract:

(a) *Dufaw v. Sigel*, 22 L. J. 678, Ch. 6 & 7 Vict. c. 73, s. 8.

The articles must be stamped before they are enrolled.

If articles have not been enrolled within six months from the execution of the contract (although the duty and penalty under 33 & 34 Vict. c. 97, s. 43, have been paid), they will not be allowed to be enrolled *nunc pro tunc*, and the service thereunder to be computed from the date of their execution, except in cases where the omission to stamp them at the proper time has been the result of some

accident or unforeseen circumstance, or where there has been negligence on the part of the clerk: (*Ex parte Darville*, L. Rep. 2 C. P. 244; 15 L. T. Rep. N. S. 537; *Ex parte Norton*, 26 L. J. 24, Q.B.; and *Ex parte Wilson*, 4 B. & S. 889; 33 L. J. 29, Q.B.)

##### Illustrations.

(a) Cases in which the circumstances were held to justify a permission to allow enrolment *nunc pro tunc*:

1. Where the delay in enrolling was caused by the closing of the office on a holiday: (*Re Appleton*, 11 W. R. 35.)
2. Where the clerk was articled to his father, an affidavit of the latter to the effect that having before the articles been subject to much pecuniary loss and pressing expenses, and a diminution of professional income, he was at the time of the articles without the means to pay the stamp duty, and that he had not articulated his son speculatively, but with the intention of ultimately stamping and enrolling the articles: *Ex parte Herbert*, 1 B. & S. 685; 31 L. J. 33 Q.B., as to the absence of means to pay the duty. See, too, *Ex parte Bishop*, 3 L. T. Rep. N. S. 533; 9 C. B., N. S. 150.)
3. D., the managing clerk to B., an attorney, became bound to his master by articles of clerkship duly executed on the 27th Oct. 1856. During the first six months from their execution he expected to have been able to have paid the stamp duty thereon out of a sum of money he was to receive from his mother-in-law had she succeeded in a suit in equity. That suit failed, and D. being consequently unable to pay the duty, arranged with B. shortly after the six months had expired for the payment of the duty out of D.'s salary. B. retained the money, but did not pay the duty, of which fact D. was aware. Subsequently B. absconded, and D. was unable to pay the duty and penalty until Jan. 1867: (*Ex parte Darville*, *sup.*)
4. Where the omission of the clerk to get the articles duly stamped and enrolled within the six months was due to such a mistake in law as might easily be made by a person in his position: (*Ex parte Hayward*, 29 L. T. Rep. N. S. 428.)
5. Where the failure to pay the duty arose from the non-payment of a debt due to the clerk, which he had a reasonable expectation to obtain in time: (*Re Sayer*, L. Rep. 10 C. P. 569; 33 L. T. Rep. N. S. 728.)

(b) Cases in which the circumstances were held not to justify a permission to allow an enrolment *nunc pro tunc*:

1. Where the clerk depended for payment upon the mere promise of a brother to pay the stamp duty out of a legacy, and the brother failed to do so: (*Ex parte Brynne*, 33 L. T. Rep. N. S. 724.)
2. Where the omission was due to the clerk's failure to obtain payment of a debt due to him at the time of entering the articles: (*Ex parte Brynne*, L. Rep. 10 C. P. 638; 32 L. T. Rep. N. S. 729; 44 L. J. 305, C. P.) Here there was no such disappointment of a reasonable expectation as would induce the court to grant the application: (See *Ex parte Jones*, 14 C. B., N. S. 301.)
3. Where the stamping has been intentionally delayed: (*Ex parte Welsh*, 27 L. J. 213, Q.B.)

##### ARTICLE 15.

###### THE FILING OF THE AFFIDAVIT OF THE ARTICLES.

An affidavit of the articles of clerkship should be made and filed within six calendar months after execution, and the articles should be enrolled.

If the affidavit is not filed within that time, it may be filed after the expiration thereof, but the service then reckons only from the time of filing the affidavit, unless the court or a judge otherwise orders.

Upon an execution of fresh articles on cancellation or assignment of original articles, an affidavit and the articles must be similarly filed and enrolled.

6 & 7 Vict. c. 73, ss. 8, 9, and 13.

Articles of clerkship and any assignment must, within three months after enrolment and registration, pursuant to 6 & 7 Vict. c. 73, ss. 8, 9, and 13, be produced to the registrar for entry in a book kept for the purpose, and accessible to public inspection, and if not so produced to and not entered by the registrar within the three months, the service dates only from the date of production and entry, unless the court or a judge otherwise orders.

23 & 24 Vict. c. 127, s. 7.

##### Illustrations.

Cases in which the circumstances were held to justify a permission to allow articles to take effect from their date, and not from the time at which they were enrolled:

1. Where the omission was due to a clerk or agent of the applicant, to whom personally no neglect or default was imputable: (*Re Harris*, 11 W. R. 36.)
2. Where upon the assignment of a clerk to his father, an attorney, the father's memory became impaired, and he died within six months of the assignment without having made an affidavit: (*Ex parte Lea*, 27 W. R. Q. B. 541.)
3. Where a graduate was articled, he sent the articles to London to be stamped and registered, and went abroad. On return, after six months, found letter from the agent, stating that in order to duly register the articles, a certificate of matriculation was required: (*Re Follett*, 30 Beav. 629.)

In the following case the circumstances were held not to justify such permission:

1. Where the omission was entirely due to the inadvertence of the articulated clerk: (*Re Jones*, 1 Beav. 485.)

#### DIVISIONAL COURT.

Monday, Dec. 11.

(Before Lord COLERIDGE, C.J. and POLLOCK, J.)  
*Business of the court.*

LORD COLERIDGE, while acceding under the circumstances of the case, to an application made in the course of the day by F. O. Crump, that cases in which he was engaged, and which had been struck out in his absence a few minutes before four o'clock on Thursday last, should be set aside, as I am sure you will believe, is to me in all reason the convenience of counsel; but two days on which this court sits cannot but be inconvenient when the courts are sitting at full hall. I do not, however, see how the business could be done without these Divisional sittings twice a week, and if they are to be kept alive, as they are intended to be, we must sit counsel to the lists. What I said on Thursday last, and what I say now, is that I wished that all the business of the day put down in the unopposed motions being taken first and opposed motions afterwards, so that everybody should know what was to be done on that day; and, being so, protesting against this application being taken as a precedent, we shall expect counsel to be ready and to be heard according to their merits.

#### NOTES OF NEW DECISIONS.

**SETTLED ESTATES—LEASE—TENANT'S LIFE—REMAINDER AND TRUSTEES—CONCURRENCE—LEASES AND SALES OF SETTLED ESTATES ACTS (19 & 20 VICT. C. 120, ss. 2, 16; 33 & 34 VICT. C. 33, s. 3).**—A testator devised and bequeathed certain real and leasehold estates upon trust to receive the rents and, after defraying thereout all ground taxes, charges, and expenses of insurance, repairs, collections, and other necessary outgoings, pay the net rents to his wife during her life; after her death he gave the ultimate residue of estate, after payment of certain legacies, to the trustees absolutely. A petition was presented by the widow under the Leases and Settled Estates Act, praying that leases of real and leasehold estates comprised in the will might be granted, and was opposed by the trustees in remainder: Held (affirming the decision of Jessel, M.R.), that the application of the widow was not to be granted without the concurrence of the remaindermen. Quære, whether the widow was "person entitled to the possession or receipt of the rents and profits" within the meaning of the 16th section of the Leases and Settled Estates Act (19 & 20 Vict. c. 120) (*Taylor v. Taylor*, 35 L. T. Rep. N. S. 458, Q. App.).

**PROBATE SUIT—SERVICE OF WRIT—ON IX., RULES 2 AND 3.**—Where a writ cannot personally served upon one of several debtors by reason of his address being unknown and ascertainable, the court will not dispense with the writ, but will direct under the writ to be effected by advertisement, following the old practice of the Court of Probate in service of citations: (*Whitley v. Honeywell & others*, 35 L. T. Rep. N. S. 517, Prob.).

**PROBATE OF INFORMAL DOCUMENTS—WILLS NOT INCONSISTENT WITH EACH OTHER ALL MAY BE READ AS ONE WILL AND ADMITTED TO PROBATE.**—Where several testamentary papers are found after a decease, each coming in all important respects with the others, they will be taken to form one will, and will be admitted to probate as such, even where one or more are irregular in form and imperfect in attestation: (*the goods of Anna Maria Rotton*, 35 L. T. Rep. N. S. 518, Prob.).

**DEED—POWERS HEREBY GRANTED—LAW AMBIGUITY—INTENTION OF PARTIES—EQUITABLE RELIEF.**—The plaintiff, in 1868, granted deed licence and authority to use an invention which the patent was vested in him, for his loading rifles, to the defendants, "yielding, paying unto the licensor the royalty of one shilling for every gun, rifle, or breech action so factured, produced, or sold under the power hereby granted." The exemption of the 0 from royalties for the use of patents, held in *Feather v. The Queen* (6 B. & S. 257) was at that time generally believed to extend to Government contractors; but by *Dixon v. London & Arms Company (Limited)* (L. Rep. 10 Q.B. afterwards affirmed in the House of Lords), exemption was limited to the use of the arms servants of the Crown; upon which the plaintiff brought this action to recover royalties due for the rifles manufactured by the defendants for the Government. The jury found that defendants intended the deed should not be Government contracts, and that the plaintiff

This was the defendants' intention, and purposely obtained from mentioning the subject in order that they might be bound contrary to their intention. Held, that the words of the reddendum suggested a latent ambiguity which admitted extensive evidence to show the intentions of the parties, and that the plaintiff under the circumstances could not recover. Held also (per Cockburn, C.J., and Lush, J.) that the defendants were entitled to equitable relief from the plaintiff's claim: (*Roden v. London Small Arms Company Limited*), 35 L. T. Rep. N. S. 505.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.

**HANFORD** (Richd. Hick), of Guernsey, Esq. £53 6s. 4d. Three per Cent Annuity. Claimant Henrietta Perchard & Kibbenstein, widow, administratrix to Richd. H. Champion, deceased.

**LAMBERT** (Jno.), of Exeter, Esq.; GRUYLE (Chas.), of Bristol, Esq.; and DELPRAIT (Joh), of Lime-street, Esq. One Dividend on the sum of £3000. Three per Cent Annuity. Claimant said Joseph Delprat.

**KNOX** (Henry Geo. Augustus), of Sonning-grove, Reading, Esq. One Dividend on the sum of £2000. Three per Cent Annuity. Claimant said Henry Geo. A. Knox.

**TOWERS** (Ephemia), of Edgware, Middlesex, widow, and **TOWERS** (Wm. Arthur), of Edgware, Middlesex, gentleman, £2500. Three per Cent Annuity. Claimant said Wm. A. Tootell, the survivor.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

**ARNETT'S PATENT ASPHALTE PAVING COMPANY LIMITED.**—Creditors to send in by Jan. 19 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to J. Priestley, 118, Cheapside, London, the official liquidator of the said company. Jan. 23, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**BATH AND COLONIAL TRUST CORPORATION (LIMITED).**—Creditors to send in by Jan. 8 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. B. Smart, Esq., Cheapside, London, the official liquidator of the said company. Jan. 22, at the chambers of the M. R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

**THE INDIA AND LONDON SHIPPING COMPANY (LIMITED).**—Creditors to send in by Jan. 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to R. P. Harding, 8, Old Jewry, London, the official liquidator of the said company. Jan. 15, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**FINANCIAL AND INVESTMENT PROTECTION ASSOCIATION (LIMITED).**—Creditors to send in by Jan. 2 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to J. Graham, 7, Poultry, London, one of the liquidators of the said company. Jan. 16, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**SEWERAGE AND MANURE COMPANY.**—Creditors to send in by Jan. 22 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Jas. Cooper, 3, Coleman-street-buildings, London, the official liquidator of the said company. Jan. 26, at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**WYDON AND PROVINCIAL CONSOLIDATED COAL COMPANY.**—Creditors to send in by Jan. 12 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Bellamy and Bonner, 5, Bloomfield-street, London, the liquidators of the said company.

**EMPIRE MINING AND LEAD MINING COMPANY.**—Creditors to send in by Jan. 10 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Warwick, 25, Bucklersbury, London, the official liquidator of the said company. Jan. 20, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**ALL-WOOD COLLIERIES COMPANY (LIMITED).**—Creditors to send in by Jan. 5 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Geo. E. Southbank, Esq., Lawrence Pountney-lane, London, the official liquidator of the said company. Jan. 15, at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF

**ALLEY** (Jno.), formerly of 1, Gorton-villas, Lancaster-road, Nottingham, Middlesex, but late of Sumia, Painsdon, Devon, gentleman. Jan. 22; H. Woodward, solicitor, 15, John-street, Bedford-row, London. Jan. 31; V.C. M. at twelve o'clock.

**ALCOCK** (Gerrard Ann), The Ridge, Wootton-under-Edge, Gloucester, spinster. Jan. 15; Chas. Taddy, solicitor, Bristol. Feb. 1; V.C. H. at twelve o'clock.

**ALTS** (Jno.), of Marine-terrace, Horse Bay, Kent. Jan. 15; Wm. Vane, solicitor, 27, Leadenhall-street, London. Jan. 26; V.C. H. at twelve o'clock.

**ARMOUR** (Wm. Bass), Greenhill, Kent, dyer. Jan. 2; R. B. Lumley, solicitor, 22, Conduit-street, Bond-street, Middlesex. Jan. 9; V.C. M. at twelve o'clock.

**ATKIN** (Wm.), Great Ashmore, Middlesex, veterinary surgeon. Jan. 12; R. B. Pugh, solicitor, 5, Gray's-inn-place, Gray's-inn, London. Jan. 26; M.R. at eleven o'clock.

**ATKIN** (John), Pride Hill, Shrewsbury, watchmaker and jeweller. Jan. 15; Edward G. Corser, solicitor, Swann Hill, Shrewsbury. Jan. 23; V.C. H. at twelve o'clock.

**ATKIN** (Edward), 44, Harcourt-terrace, Redcliffe-square, Middlesex. Jan. 15; Wm. Chubb, solicitor, 11, South-square, Gray's Inn, London. Jan. 30; V.C. H. at twelve o'clock.

**ATKIN** (Henry C.), Dudley House, Nightingale-lane, Clapham, Surrey, gentleman. Dec. 30; A. Hanbury, solicitor, 1, New Broad-street, London. Jan. 10; V.C. M. at twelve o'clock.

**ATKIN** (Thos.), Burford, Oxford, plumber and glazier. Jan. 5; Kilby, Son, and Mace, solicitors, Chipping Norton, Oxford. Feb. 12; M.R. at twelve o'clock.

**ATKIN** (Jas.), Norwood, Middlesex, gentleman. Jan. 12; J. S. Humber, solicitor, 6 and 7, Barbican, London. Jan. 5; V.C. H. at twelve o'clock.

**ATKIN** (Anthony), Kirkby Lonsdale, Westmoreland, gentleman. Dec. 30; E. Warriner, solicitor, 21, Great Winchester-street, London. Jan. 11; V.C. M. at twelve o'clock.

**ATKIN** (Jno.), Kirkby Lonsdale, Westmoreland, attorney. Dec. 30; E. Warriner, solicitor, 21, Great Winchester-street, London. Jan. 11; V.C. M. at twelve o'clock.

**ATKIN** (Jno.), late of 2, Chisenham-road, Old Ford, Middlesex, builder, formerly of 11, Peel-terrace, Old Ford-road, Bethnal-green, Jan. 5; Grosfield, solicitor, 33, Hackney-road, Middlesex. Jan. 22; V.C. H. at twelve o'clock.

**ATKIN** (Emma), 7, York-terrace, Leamington, milliner and dressmaker. Jan. 10; Wm. J. Reeves, solicitor, Birmingham. Jan. 17; V.C. H. at twelve o'clock.

**ATKIN** (Wm.), Confort, Malton, of Newcastle-street, Strand, London, and of 91, Kings-street, Manchester, china manufacturer and china dealer, and earthenware dealer, carrying on the business under the style of Jno. Rose and Co. Jan. 4; M. A. Fitter, solicitor, 2, Bennet's-hill, Birmingham. Jan. 19; M. R. at eleven o'clock.

**ATKIN** (Wm.), Nottingham, stock and share broker. Jan. 15; W. Geare, solicitor, 37, Line-in-the-fields, London. Jan. 23; V.C. M. at twelve o'clock.

**ATKIN** (Jno.), 11, North Driffield, York, farmer. Jan. 6; Thos. M. Wakell, solicitor, Babby, York. Jan. 20; M.R. at eleven o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

##### Last Day of Claim, and to whom Particulars to be sent.

**ARMISTEAD** (Sir Elkanah), Knt., Hope Hall, near Manchester. Feb. 17; Sale and Co., solicitors, 29, Beetham-street, Manchester.

**BAKER** (Francis), Nottingham, lace dyer and dresser. Jan. 20; Hunt and Williams, solicitors, Weekday-cross, Nottingham.

**BECK** (Elizabeth), Pannal, York, spinster. Jan. 8; R. Gill and Son, solicitors, Knaresborough.

**BLAKELEY** (Eleanor), formerly of Eagle Cottage, Fort-street, Finchley, afterwards of 40, Ingoldsby-road, Holway, and late of 8, Spring-street, Sussex-gardens, Paddington, Middlesex, widow. Jan. 19; J. Pendergast, 33, Common-lane, Middlesex, Esq.

**BLOOMER** (Thos.), 15, School-lane, Wigan, shopkeeper and brewer. Jan. 18; R. Ashton, solicitor, 4, King-street, Wigan.

**BOLD** (Wm.), heretofore of Winwick, near Warrington, Lancashire, and late of Pike Low, Waterfall, Stafford, gentleman. Feb. 8; Jno. Bamford, solicitor, Ashborne, Derby.

**BOYD** (Ferguson), 1, Clyde-dale-terrace, Birkbeck-road, Upper Holloway, Middlesex, builder. March 25; J. E. Turner, solicitor, 27, King-street, Chesham, London.

**BRAID** (Pierre F. J.), West Sandfield House, Stoke next Guildford, Surrey, gentleman. Jan. 16; Futvey and Co., solicitors, 25, John-street, Bedford-row, London.

**CHURCH** (Ella), 17, Russell-street, Bath, spinster. Jan. 12; Prior, Biggs, and Co., solicitors, 61, Lincoln's-inn-fields, London.

**CLAY** (Wm. D.), Bart., 9, Lowndes-square, Middlesex, and of Castle-hill, Dorset. Feb. 1; Hargrove and Co., solicitors, 3, Victoria-street, Westminster.

**CLOWES** (Samuel), Meycroft, Ipstones, Stafford, yeoman. Feb. 1; Hacker and Allen, solicitors, 52, St. Edward-street, Leek.

**CLUTTON** (Jno.), Giff's-lane, Cheshunt, Hertfordshire, Leamington, Jan. 11; Parker and Son, solicitors, Corn, Elizabeth, Camplen Lodge, Upper Addiscombe-road, Croydon, Surrey, spinster. Jan. 31; Deacon and Co., solicitors, 1, Paul's Bachelors-court, Doctors' Commons, London.

**CRANFORD** (Louisa A.), formerly of Sherborne, Dorset, and late of 2, Avenue-villas, Old Dover-road, Blackheath, London. Jan. 11; Vandercrom, Law, and Hardy, solicitors, 23, Bush-lane, London.

**DENNIS** (Jno.), Belvoir-terrace, Cambridge, gentleman. Jan. 1; E. Wayman, solicitor, 2, Silver-street, Cambridge.

**DENNINGHAM** (Jno.), Woodham Mortimer, near Maldon, Essex, farmer. Jan. 20; Smythies, Goady and Son, solicitors, Colchester.

**EVANS** (Lewis), Derby, gentleman. Dec. 30; F. H. Whitton, St. Michael's Churchyard, Derby.

**FARRER** (Oliver Wm.), Bunsen Hall, Wareham, Dorset, Esq. Jan. 17; Farrer, Overy, and Co., solicitors, 60, Lincoln's-inn-fields, London.

**FORREST** (Henry), South Mouse, Oxford, Surrey, Esq. Jan. 31; Fearless and Sons, solicitors, East Grinstead, Sussex.

**GILLES** (Henry), St. Aldate-street, Oxford, Butler of Christ Church, Oxford. Jan. 6; John M. Davenport, County Hall, Oxford.

**HASLAM** (George), Boctwell-street, Chesterfield, Derby, joiner. Jan. 25; F. Black, solicitor, 13, Church-lane, Chesterfield.

**HAWKINS** (Martha), Untham-road, Heigham, Norwich, spinster. Jan. 15; Thomas Brightwell, solicitor, 11, Upper Street, Norwich.

**HOWER** (Matilda S.), Sovereign Tavern, Park-road, Regent's-park, Middlesex, widow. Dec. 21; Tatham, O'Brien, and Nash, solicitors, 11, Queen Victoria-street, London, E.C.

**HOPKINS** (Clara W.), formerly of 1, New-terrace, Colbrook-road, Linton, Middlesex, but late of 1, Ventnor-villas, Hamstead-road, Birmingham, spinster. Jan. 11; Ingle, Cooper, and Holmes, solicitors, 20, Threadneedle-street, London.

**HOWELL** (Wm.), of Low Marsh, Lambeth, Surrey, gentleman. March 1; H. F. and E. Chester, solicitors, 30, New-burton-burys, Surrey, E.C.

**HUNT** (Wm. A.), Teignmouth, Devon, Esq. Jan. 2; Cookson and Co., solicitors, 6, New-square, Lincoln's-inn, London.

**ISGUR** (Jno.), Llandiloes, Montgomery, wheelwright. Jan. 15; W. Osborn, Talbot, and Hutchinson, solicitors, Llandiloes.

**IRLAND** (Jno.), Madeline-street, Tipton Park, Liverpool, carriage-agent. Feb. 1; W. Pierce, solicitor, 24, Castle-street, Liverpool.

**IRVINE** (Patrick), Waratah New Town, Tasmania. Feb. 1; A. F. and R. W. Tweedie, solicitors, 5, Lincoln's-inn-fields, London.

**JONES** (Jno. P.), King's Heath, King's Norton, Worcester, gentleman. Jan. 15; G. F. James, solicitor, 37, Temple-street, Birmingham.

**JAMES** (Jno.), formerly of James-street, St. Luke's, Chelsea, Middlesex, victualler, but late of Hudderton, near Tiverton, Devon. Jan. 12; G. B. Lohry, solicitor, 5, Robert-street, Adelphi, London. Jan. 22; V.C. H. at twelve o'clock.

**LAWSON** (Geo.), Maxey, Northampton, farmer. Jan. 15; Perival and Son, solicitors, Peterborough. Jan. 30; V.C. H. at twelve o'clock.

**LINCOLN** (Robt. Wm.), Newcastle-under-Lyme, Stafford, solicitor. Jan. 10; Wm. Turner, solicitor, Newcastle-under-Lyme. Jan. 19; V.C. M. at twelve o'clock.

**M. COOPER** (Wm.), 27, Corn-street, Bath, furrier and rag dealer. Jan. 20; A. E. Webb, solicitor, 3, Fountain-buildings, Bath.

**MORRIS** (David), Park Cottage, near Newtown, Montgomery, gentleman. Jan. 15; Williams, Gittins, and Taylor, solicitors, Newtown.

**NATHAN** (Moses), 134, Grove-road, Mile-end, Middlesex. Jan. 1; F. W. and H. Hilbery, solicitors, 32, Crutched-triars, London.

**NORRIS** (Samuel), Chelford, Chelster, farmer. Jan. 22; Henry Hand, solicitor, Church-side, Macclesfield.

**NORRIS** (Thos.), Chelford, farmer. Jan. 22; Henry Hand, Church-side, Macclesfield.

**PAGE** (Nicholas M.), Bourton, Berry Pomeroy, Devon, yeoman. Jan. 15; Thos. H. Edmunds, solicitor, Totnes, Devon.

**PERRY** (Wm.), formerly of Nelson Dock, Rotherhithe, Surrey, shipbuilder, but late of 11, Leadenhall-street, London, shipowner, and of 9, Warwick-road, Upper Clapton, Middlesex, and of 4, Old-road, Windsor, Berks, Esq. Feb. 1; Walter and Gresh, solicitors, 4, Finsbury-circus, London.

**PETER** (Dr. Jas.), M.D., 13, Upper Parliament-street, Liverpool. Jan. 25; H. W. Collins and Co., solicitors, 3, Union-court, Castle-street, Liverpool.

**PHILIPS** (Wm.), 1, Montague-place, Russell-square, Middlesex. Dec. 30; Hardisty and Rhodes, solicitors, 43, Great Marlborough-street, Middlesex.

**PIKE** (Rev. Jas. C.), Leicester, dissenting minister. Jan. 22; G. Stevenson, solicitor, 11, New-street, Leicester.

**POTTER** (Thos.), Hatfield, Broad Oak, Essex, grocer and draper. Feb. 1; Chas. Wayre, Hatfield Broad Oak, Essex, farmer. Thos. Lempiere, Hatfield, Surrey, gentleman. Feb. 1; Reep and Co., solicitors, 9, Bush-lane, London.

**RIBOUT** (Wm.), Oxford Fitzpaine, Dorset, hay dealer. Feb. 1; Hy. Chas. Dushwood, solicitor, Sturminster Newton.

**SAGE** (Jno.), Whitehall Farm, Old Heath, Colchester, Essex. Dec. 31; A. M. White, solicitor, 4, North-hill, Colchester.

**SALTER** (Jno.), 31, Moorgate-street, London, and of 2, Shelley-terrace, Stoke Newington, Middlesex, tailor and cutter. Jan. 10; E. Warriner, solicitor, 21, Great Winchester-street, London.

**SHILLITO** (Rev. Richd.), Cambridge. Jan. 21; Rev. Jno. H. R. Shillito, Shaw-hill, Cranke-slaw, Rochdale.

**SILVERSTEIN** (Jas.), Orchard-street, West Bromwich, Stafford, Whitesmith. Dec. 31; W. Bache, solicitor, Churchill House, West Bromwich.

**STAROX** (Michael), Chelmsford, Bakewell, Derby, farmer. March 1; Richd. Buxton, farmer, Chelmsford.

**STANES** (Jno.), formerly of Grango Farm, Bower, South-ampton, but late of Fareham, Esq. Jan. 20; Donithorne and Neale, solicitors, Osborn-road, Fareham, Hants.

**TALBOT** (Admiral Sir Chas.), K.C.B., formerly of Southsea, but late of Ival Bury, Highgate, Bedford. Jan. 1; Charles W. T. Ponsbury, Esq., Goldington, Bury, Bedford.

**TAYLOR** (Samuel), 27, Alfred-street, Bow, Middlesex, gentleman. Jan. 20; Watson and Co., solicitors, 12, Bouvier-street, Fleet-street, London.

**THORP** (Jno.), Tottenham, Bristol, and of Bridlington, Somerset, millwright and engineer. Feb. 10; F. V. Jacques, solicitor, 2, Baldwin-street, Bristol.

**TRICK** (Arthur), Blackheath, Kent, gentleman. Jan. 18; Reep, Lane, and Co., solicitors, 9, Bush-lane, Cannon-street, London.

**WAKE** (Ralph), Newcastle-upon-Tyne, Esq. Jan. 31; Ingle-dew and Daggett, solicitors, 3, Dean-street, Newcastle-upon-Tyne.

**WILLIAMS** (Chas.), Morton-cottage, Henfield, Sussex, gentleman. Jan. 10; Woods and Dempster, solicitors, Ship-street, Brighton.

**WILLIAMS** (Rev. Jno.), Abingdon, Monmouth. March 1; Randall and Mayo, solicitors, Wilton, Salisbury.

**WILLIAMS** (Thos.), Wilton House Farm, Wilton, near Salisbury, farmer. March; Randall and Mayo, solicitors, Wilton, Salisbury.

**WRANGHAM** (Geo. Robt.), Great Driffield, York, gentleman. Feb. 1; Jas. M. Jennings, solicitor, Great Driffield.

#### REPORTS OF SALES.

##### Wednesday, Dec. 6.

By Messrs. HARRIS, VAUGHAN, and JENKINSON, at Matlock Bridge and Castleton. Derbyshire.—In Chancery, "Natalie Jackson," near Matlock, &c. Several farms and numerous enclosures of land and residences, containing about 277 acres—sold for £20,000.

##### Thursday, Dec. 12.

By Messrs. PRICE and SON, at the Mart. Bryanston-square.—An improved rent of £12 per annum, term 31 years—sold for £710.

Fitzroy-square.—No. 16, Fitzroy-street, term 12 years—sold for £200.

By Messrs. TUNLEY and BOYLE, at the Mart. Southwark. A ground rent of £1 10s. per annum, with short reversion—sold for £20.

Old Kent-road.—Nos. 1 to 21, Cranbrook-grove, and Nos. 27 to 31 odd numbers, Justin-street, term 22 years—sold for £200.

Holborn.—Nos. 131, 133, 135, and 137, Tufnell-park road, term 22 years—sold for £2150.

Islington.—Nos. 46 and 48, Clement's-street, term 22 years—sold for £275.

Merton.—Freehold ground rent of £12 per annum—sold for £10.

By Messrs. WINSTANLEY and HOWWOOD, at the Mart. Cripplegate.—No. 18, Ham-sill-street, and 22, Well-street, term 51 years—sold for £350.

No. 62, St. Martin's-le-Grand, term 16 years—sold for £150.

By Messrs. HOBBS, EVERFIELD, and Co., at the Mart. Kentish-town.—Nos. 2, 4, 6, and 20, Peckwater-street, term 22 years—sold for £150.

Nos. 15, 17, and 19, Hammond-street, same term—sold for £705.

By Messrs. HARRIS, VAUGHAN, and JENKINSON, at the Mart. Southwark.—No. 164, High-street, freehold—sold for £3250.

#### COMPANY LAW.

##### NOTES OF NEW DECISIONS.

**LIABILITY OF RAILWAY — NEGLIGENCE — THROUGH TRAFFIC — DEFECT IN FOREIGN TRUCK.**—A railway company is not bound to make a minute investigation into the soundness of every truck that comes on to its lines from other companies; an ordinary examination is sufficient. Nor, when one defect has been discovered in a truck and has been properly remedied, will it, under those circumstances, be necessary for the company to make a further minute examination of the truck before forwarding it to its destination.



## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE following lectures and classes are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Conveyancing Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto. On Thursday the Christmas vacation commences, and terminates on the 3rd Jan.

WHERE articles expire between the 9th April and 22nd May 1877, candidates may be examined on the 24th and 25th April 1877; and if between the 21st May and 2nd Nov. 1877, may be examined on the 19th and 20th June 1877. Or, of course, at any subsequent examination.

In case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during December must be enrolled and registered at the Petty Bag Office on or before the same days in the month of June next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of December, they must be produced and entered at the Law Institution or before the same day of the month of March next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon article students.

THE next preliminary examination will be held in the Hall of the Incorporated Law Society, and in various provincial towns on the 21st and 22nd of Feb. in the ensuing year. The next Intermediate Examination will be held on the 18th Jan. 1877.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

## PRELIMINARY EXAMINATIONS

BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO SOLICITORS.

Pursuant to the Judges' Orders, the Preliminary Examination in General Knowledge will take place on Wednesday the 16th, and Thursday the 17th February, 1877, and will comprise—

1. Reading aloud a passage from some English Author.
2. Writing from dictation.
3. Writing a short English composition.
4. Arithmetic.—The first four rules, simple and compound; the rule of three; and decimal and vulgar fractions.
5. History of England, and geography of Europe and of the British Isles.
6. Latin.—Elementary.
7. 1. Latin. 2. Greek, Ancient. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 7 at the Examination on the 16th and 17th May, 1877:—

- In Latin—Cicero, *De Amicitia*; or, Virgil, *Æneid*, Book IX.
- In Greek—Xenophon, *Memorabilia*, Books I. and II.
- In French—Lesage, *Gil Blas de Santillane*, liv. I., II., and III.; or, Molière, *Le Misanthrope*.
- In German—Schiller, *Abfall der versinigten Niederlande*, Books I. and II.; or, Goethe, *Hermann and Dorothea*.
- In Spanish—Cervantes, *Don Quixote*, cap. xv. to xxx. both inclusive; or, Moratin, *El Si de las Niñas*.
- In Italian—Manzoni's *I Promessi Sposi*, cap. i. to viii. both inclusive; or Tasso's *Gerusalemme*, 4, 5, and 6 cantos; and Volpe's *Eton Italian Grammar*.

With reference to the subjects numbered 7, each candidate will be ~~examined~~ in two languages, according to his ~~own~~ <sup>own</sup> tastes will have

the choice of either of the above-mentioned works.

The Examinations will be held at the Incorporated Law Society's Hall, Chancery Lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the Examination, of the languages in which they propose to be examined, the place at which they wish to be examined, and their age and places of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

Examination days for 1877—Wednesday 21st and Thursday 22nd February; Wednesday 16th and Thursday 17th May; Wednesday 11th and Thursday 12th July; Wednesday 24th and Thursday 25th October.

## FORM OF NOTICE.

## Preliminary Examination.

Notice is hereby given, that I, <sup>aged</sup> ~~aged~~ <sup>who</sup> ~~who~~ <sup>was</sup> ~~was~~ <sup>educated at</sup> ~~educated at~~ <sup>intends on the 16th and 17th days of May next, to present himself for Examination at</sup> ~~at~~ <sup>previous to entering into Articles of Clerkship, and that he proposes to be examined in the</sup> ~~and~~ <sup>languages.</sup>

Dated the ~~day of~~ <sup>day of</sup> 187 ~~7~~.

[Signature of Candidate.]

Present address:

Christian and surname, and the address at which letters will reach the applicant must be inserted in the notice.

## BIRMINGHAM LAW STUDENTS' SOCIETY.

ON Tuesday evening last a very instructive lecture was delivered to the members of the above society by J. Loxdale Warren, Esq., barrister-at-law, on the "Elements of Criminal Law," comprising chiefly larceny, embezzlement, and obtaining goods or money under false pretences. The lecturer was listened to with marked attention, and a hearty vote of thanks concluded the evening.

## HULL LAW STUDENTS' SOCIETY.

THE usual weekly meeting of this society was held on Tuesday last. Mr. H. V. Scott, solicitor, took the chair. The subject discussed was the following: "A devise is made to the use of A., a bachelor, for life, and after his decease to the use of his eldest son for life, and after the decease of both of them, to the use of the eldest son of that son, if born in the lifetime of A., in fee. Is this last limitation valid and effectual to vest the fee in the grandson, born in the lifetime of the grandfather, subject to the life estates of the father and son?" The affirmative was argued by Mr. Booth, and the negative by Messrs. Lambert and Bell. The chairman having summed up, the meeting decided the point in the negative by a majority of three.

## MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE third ordinary meeting of the above society was held on Tuesday evening last, at the Law Library, Cross-street Chambers, Harrison Falkner Blair, Esq., B.A., barrister-at-law, occupied the chair. The subject for discussion was as follows: "If a person is bound over by a judge to prosecute another person for a misdemeanour, can the latter maintain an action for malicious prosecution if at the trial he is acquitted?" *Fitzjohn v. McKinder*, Ex. 30 L. J. 257, C. P.; *Dubois v. Keats*, 11 Ad. & E. 329; 9 L. J. N. S. 66, Q. B.; *Revis v. Smith*, 18 Com. B. Rep. 126; *Moravia v. Sloper*, Willes 34.

The minutes of the previous meeting having been read and confirmed, Mr. Lawson, in the absence of Mr. Cavins opened the discussion. He based his arguments on the broad legal maxim, "There is no wrong without a remedy," and generalising from that, and on the authority of *Fitzjohn v. McKinder*, he contended that an action for malicious prosecution was maintainable, notwithstanding that the judge had bound the defendant over to prosecute. The secretary (Mr. Philip Casper) in the absence of Mr. Turnbull, B.A., continued the discussion in the negative, relying upon the fact that the judge would not have ordered the prosecution if there had not been, in his opinion, reasonable and probable cause for instituting such proceedings, the absence of which was requisite to be proved in order to support the action in question. Mr. Watte, in the absence of Mr. Samuels supported the affirmative, relying on *Dubois v. Keats*, as directly in support of his contention.

Mr. Millar followed in the negative, contending that a prosecutor was in the position of, if not in fact, an officer of the court, and he could only

withdraw from the case at his peril, and at the cost of estreating his recognisance, which would compel him to do.

Mr. Napier followed in the affirmative, relying on the decision in *Fitzjohn v. McKinder* and *Dubois v. Keats*.

Mr. Hardman, in the place of Mr. Simpson, quoted *Brown v. Stradling* (5 L. J. C.P.) in favour of a negative view of the case.

Mr. Hislop, in the affirmative, and Messrs. Ellis, Nadin, and Lawson, in the negative, successively addressed the meeting, and Mr. Lawson having replied, the chairman proceeded to sum up the arguments which had been laid before the meeting. He explained that by reason of the ambiguity of the question, it was capable of implying three sets of cases, the last of which, in that represented by the decision in *Fitzjohn v. McKinder*, would be the one upon which, he was of opinion the votes of the meeting ought to be taken. In consequence thereof, and on the suggestion of the learned chairman, the question modified in the following manner: "If a person bound over by a judge to prosecute does so, malice and without reasonable and probable cause so prosecute another person for a misdemeanor can the latter maintain an action for malicious prosecution, if at the trial he is acquitted?" In this form the question was carried in the affirmative, *nemine dissentiente*.

A vote of thanks to the chairman concluded the proceedings.

The following gentlemen were present: Messrs. Williams, Hampson, Etheridge, Simpson, Ellis, Millar, Hardman, Sykes, Napier, Wilde, Watts, Lawson, Nadin, Atkins, Shaw, Flower, Hill, W. Slater, A. Walsby friend, and the secretary.

## PLYMOUTH, STONEHOUSE, AND DEWPORT LAW STUDENTS' SOCIETY.

A SPECIAL meeting of this society was held at Athenaeum, Plymouth, on Friday week, for further consideration of the proposed new rules and also to receive the report of the revising committee as to the subscriptions of members. At the reading and final settlement of each rule was resolved that a draft of the new rules should lie on the table of the Plymouth Law Library one month before being printed.

## UNITED LAW STUDENTS' SOCIETY.

A MEETING of this society was held on Wednesday, 13th Dec., 1876, at Clements' Hall, Strand, Mr. J. S. Rubinstein in the chair. The debate, viz., "That the Conduct of Lord Russell in relation to the Eastern Question and the Censure of all Englishmen," was vigorously opened by Mr. W. C. Owen. The great popularity of this question gave rise to considerable discussion of opinion, and ultimately the majority of members were in favour of the negative.

The next meeting is the annual meeting of the society, at which the respective officers will send their several reports, and the officers of the ensuing year will be elected.

## WORCESTER LEGAL DEBATING CLUB.

THE above is the name of a club that has recently been established at Worcester for the purpose of discussing solely moot points of law. The club is confined to barristers and solicitors and persons entitled to be admitted as such. The meetings are held on alternate Wednesday evenings, during the winter season. At a meeting held on the 7th ult., in the Law Library, the following solicitors were appointed officers of the club: Committee—Mr. E. A. Davis, Mr. G. Taylor, Mr. F. Ronald Jeffery, and Mr. S. Spofforth; hon. sec., Mr. Spofforth. The debate took place on Wednesday evening 22nd ult., at the Law Library. E. A. Davis, solicitor, in the chair. The subject discussed was as follows: "A, since the Wills Act, devises B., 'all my cottage and garden, in the occupation of C.,' and afterwards erects another cottage part of the garden and dies without issue, leaving C. in occupation of the old cottage and such part of the garden as remains upon. Has B. a valid claim to the new cottage?" Mr. S. G. N. Spofforth opened the debate in the affirmative, and Mr. G. S. Blakeway argued the negative, and after an interesting debate the chairman summed up at considerable length the negative was carried by a large majority.

Another meeting of the club was held at the Law Library on the 6th inst., G. E. M. Esq., solicitor, in the chair. The question discussed was as follows: "A testator appoints trustees; can either of the trustees be appointed a manager, at a remuneration, of a business on by the trustees for the benefit of a cestui que trust? The will is silent as to any such appointment. Mr. Henry Corbett opened the debate in the affirmative, and referred to a great number of cases, and was followed by Mr. Jeffery,

son, Mr. Blakeway, Mr. Spofforth, and Auchamp; Mr. E. A. Davis supported the case, and relied on the case of *Forster v. (4 De G. J. & S. 452)*, and numerous other support, and was followed by Mr. H. St. John and Mr. H. E. Macdonald, and after a debate the chairman reviewed the cases read during the debate, and impartially summed up the arguments. The affirmative was by a majority of 3.

### QUESTIONS.

**OFFICES.**—Can you inform me where I can find a account of the different businesses which are on in the public legal offices in Chancery-lane, the transactions before taxing masters?

STUDENT.

**YEARS' ARTICLES IN THE COUNTRY.**—SERVICE ON DON AGENTS AND BARRISTERS.—Is it understood, if so, upon what authority, that a clerk for five years in the country may serve one in the London agent and also one year with a barrister (if the opportunities be fully taken) only three years' service with the solicitor to be required? And in case of service with London agent one year, may such year be taken at any time, all at once, but in separate months or any portion to exceed one year? If so inclined? If any act of service both with London agent and barrister any authority on the subject, be within the gift of any subscriber, I shall be greatly obliged to you on the subject.

W. will find your enquiries fully answered by a letter to 6 & 7 Vict. c. 73, s. 6, which allows one service with a practising barrister, and in thereto one year with the London agent.]

**EXAMINATION.**—I was articled on Nov. 1, 1872, years. When can I first present myself for the examination? Will you also inform me in which of the year the examinations are held?

E. H.

On 19th and 20th of June next. (3) In January, 1876, and November. (4) As articulated on the 23rd June, 1873, for five years; me the earliest time at which I can present or the Final Examination? I conclude I can go principal's London agents any time after 23rd 77. JOHN. CHAWWALL. June 1876. (3) You can go at any time, for one

## MERCANTILE LAW.

### NOTES OF NEW DECISIONS.

**IGN LOAN—SCRIP—NEGOTIABILITY—FIDE HOLDER FOR VALUE.**—A foreign agent, being about to raise a loan in England, through their agents, scrip, for as appeared on the face of the document, was to receive a bond upon the payment of the whole of the instalments. By the of merchants such scrip was treated as a bill, and transferable by mere delivery. (firming the judgment of the court below), scrip could not be distinguished from the and was a negotiable instrument, transferable by delivery to a bona fide holder for value: *in v. Roberts and others*, 35 L. T. Rep. 9. H. of L.)

**OWNER AND MASTER—REASONABLE OF DISMISSAL.**—The master of a ship, in consequence of express stipulation in the contract of hiring, is entitled to reasonable notice of dismissal from the shipowner: (*Green v. Wright*, Rep. N.S. 339. C. P. Div.)

**SHIP'S LIEN—CHEQUE—CONSIDERATION—DRAFT—STAMP ACT.**—A banker's in all securities deposited with him by a merchant, and received by him *bona fide*, is not bound by any equities which may exist between the merchant and a third party. The appellant drew from L. drafts on Cadix. The day the purchase-money was payable L. drew with the respondents, his bankers, a cheque which was largely indebted, a document dated the day, requesting the appellant to pay the purchase-money to the respondents. The appellant paid the amount by cheque, the same day L. stopped payment, and the day he refused to pay the cheque. The drafts were subsequently dishonoured. In an action on the cheque, Held (1) that there was a good consideration between L. and the appellant at the time the cheque was given, which could not be defeated by subsequent events; (2) that the sum due with them amounted in law to a good consideration for the cheque; (3) that the document was not a draft payable at a future time but the meaning of the Stamp Act, and that the respondents were entitled to judgment of the court below affirmed: *Currie and others*, 35 L. T. Rep. N. S. 10. L.)

**WELL, Esq., Surgeon, Bridport, Dorsetshire.**—"I consider BURNER'S NERVINE a specific for a. Very severe cases under my care have instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as a relief to all who suffer from toothache."—[Anon.]

## MARITIME LAW.

### THE WRECK COMMISSIONER.

THE following is the official report of the observations of the Wreck Commissioner as to procedure, in his judgment in the matter of the collision between the *Dinorah* and *Dorunda* given at Westminster on Oct. 30:—

The COMMISSIONER.—As this is the first case which has come before me, it may be well that I should state the principles upon which, as it appears to me, these inquiries should be conducted. As I had anticipated, many questions had been raised, and objections taken, upon which the Court has, in the course of the proceedings, expressed its opinion; but it may be advisable for the guidance of practitioners in future cases that I should state the views which, after a careful consideration of the Acts and the rules, and after hearing the arguments of counsel thereon, I entertain upon the more important of the questions which have been raised.

An impression seems to prevail that these inquiries must be regarded as in the nature of a criminal proceeding, and that they must consequently be governed by the rules which prevail in such cases. I cannot, however, concur in that opinion. The Legislature has, in the exercise of its discretion, thought proper to enact that no person shall be allowed to navigate certain descriptions of vessels without having obtained a certificate which would show that he is qualified to perform the duties which he undertakes. It has declared, and in my opinion with very good reason, that it will not allow British ships and the lives and property on board, to be risked without obtaining some security that the person who has charge of the ship is competent to navigate her.

With this view it has provided means by which officers may be examined as to their fitness to take charge of certain classes of ships; and in the event of their being found competent, the Board of Trade is authorised to give them certificates enabling them to serve as master or as mate on board these vessels. But the Legislature has not stopped here; it has gone on to say that, when a shipping casualty has occurred the Board of Trade may, if it thinks fit, order a formal investigation to inquire into the circumstances of the case, and if it appears to the court before which the investigation is held that the conduct of any officer possessing a certificate of competency is likely to be called in question, it may require him to surrender it, and the court is to hold the certificate until the termination of the inquiry, and it may then either return it to him, or may, if it thinks fit, suspend or even cancel it.

What it appears to me the Legislature has done, is this: in the interests of the public, and for the greater security of life and property at sea, it has required that every ship of a certain character or description shall be navigated by an officer who has shown that he is qualified to undertake the duty, and as evidence of his qualification that he has obtained a certificate of competency. If whilst that officer is in command of a ship, the ship and the lives of those on board are placed in peril, it has said that his conduct shall be inquired into, and as a preliminary step to that inquiry, that he shall surrender his certificate subject to its being returned to him or not, according as he may be able to give a good account or otherwise of his conduct. The mere fact that the vessel of which he was in charge and the lives of those on board were exposed to peril is sufficient, in my opinion, to require him to show how the accident happened, and whether he ought or ought not to be allowed to retain his certificate, whether in fact he ought or ought not to be continued in the possession of a power which will enable him to expose other ships and other lives to a like peril.

This being the view which the Court takes of these inquiries, I conceive that the position of the Board of Trade is not that of a public prosecutor; at all events in the inception of the proceedings, but rather that of an inquirer in the public interest into the circumstances attending the casualty. It therefore appeared to me that the most convenient course to adopt would be that the Board of Trade should first, in accordance with sect. 14 of the General Rules, produce all the witnesses who were on board at the happening of the casualty, and who could give material evidence in regard thereto, and put such questions to them as might lead to elicit the fullest information as to the circumstances. Counsel for the officers or others whose conduct was being inquired into might then put any questions which he thought necessary to explain the conduct of his clients. The witnesses would then, where there were, as in the present case, conflicting interests, be subjected to cross-examination by the opposing counsel; and, lastly, the Board of Trade would be entitled to re-examine.

The course then would be this: the Board of Trade would first examine generally to elicit the facts. Then there would be an examination of the witnesses by the counsel representing them on

the inquiry, and which may be regarded rather as an examination-in-chief. Then a cross-examination by the opposing counsel. And lastly, a re-examination by the Board of Trade. This appeared to me at the time to be the clear and obvious intention of the rules, and I have no reason to think, on more mature consideration, that that view was not well founded.

Objection was indeed taken to the mode in which the examination of the witnesses was conducted by the Board of Trade. It was said that the officers were on their trial, and that the Board of Trade must be regarded as the prosecutors, and that consequently they had no right to put questions to witnesses whom they had themselves produced, which could not be allowed to be put by counsel in an examination-in-chief. But from the view which I have taken of the nature of these proceedings, and of the position of the Board of Trade therein, I think that it would not be right or proper so to limit the action of the Board of Trade. It is true that in the present case there are opposing interests and an opposing counsel, so that the witnesses would of necessity be exposed to cross-examination, but in the great majority of cases which will come before the court the only parties will be the Board of Trade and the incriminated parties, and if the Board of Trade were not allowed to put any questions but such as would be allowed in examination-in-chief, the witnesses would go away without being cross-examined at all, and the whole end and object of the inquiry would be defeated. I am, therefore, of opinion that the Board of Trade is at liberty to put all such questions as are calculated to elicit the truth, even to the extent of cross-examining the witnesses, with a view to ascertain whether their statements were or were not true.

Complaints were made in the course of the proceedings of the mode in which the Board of Trade had conducted the inquiry. It was said that the Board of Trade had pressed the case with unnecessary harshness against an officer of one of the vessels, and had shown an undue anxiety to obtain a conviction, as it was called. I am bound, however, in justice to the Board of Trade, and to the eminent counsel who has represented them on the present occasion, to say that not one question, so far as I am aware, was put to any of the witnesses which was not fully justified by the circumstances, and that neither in the examination of the witnesses nor in the conduct of the case were the proper limits ever exceeded.

One other point requires to be noticed. By sub-sect. 6 of sect. 23 of the Merchant Shipping Act of 1862 it is provided that "No certificate shall be cancelled or suspended under this section unless a copy of the report or a statement of the case upon which the investigation is ordered has been furnished to the owner of the certificate before the commencement of the investigation."

The object of the Legislature seems to have been to provide that before an inquiry was held which might result in the suspension or cancellation of an officer's certificate, the officer should have notice that an inquiry was to be held, as well as some intimation of the circumstances out of which the inquiry had arisen. Let us see, then, whether the statement which it seems has been served upon the defendant in this case is such a report or statement as the Act seems to contemplate. First, then, we have an order purporting to be signed by an assistant secretary to the Board of Trade and addressed to the solicitor, which is in these words, "Will you be good enough to institute an inquiry in this case upon the statement contained in the annexed report." I must take it then that this inquiry has been ordered upon the statement which is annexed to this order. That statement is in these words: "I have to report that the above named vessel, the *Dinorah*, left the Tyne for Brindisi on the 3rd July 1876, with a crew of thirteen hands all told, and about 618 tons of coals. Her draught of water at the time of leaving the port being (blank). On Thursday, the 27th of July, at 1 a.m. the weather being fine, the wind blowing moderately from the north-east with the sea (blank), the course being east-south-east, the vessel being under plain sail and making about four knots, she was run into and sunk by a screw steamer, the *Dorunda*, of Glasgow, ten men of the *Dinorah* being drowned."

Now I am at a loss to conceive why this is not to be considered as a sufficient statement of the case upon which the inquiry was ordered. The statement says that ten persons have lost their lives as the result of the collision, and surely that alone is a sufficient reason for the inquiry. If I thought that any injustice was likely to be done to the defendant, or to any of the persons implicated, by the withholding of any documents to which they ought to have been furnished I could understand the objection, but no such ground is even alleged. If, indeed, the meaning of the objection is that the parties desire to see all the documents which the Board of Trade may happen to have in their possession, and which may pro-

sibly have influenced their minds in coming to the conclusion to which they have, I can only say that such a contention appears to me to be quite untenable. I must hold that the document which it is proved was served upon the defendant in this case before the commencement of the inquiry, is a copy of the report or statement of the case referred to in the Act, and on which the investigation in this case has been ordered.

## COUNTY COURTS.

### IPSWICH COUNTY COURT.

Oct. 21 and Nov. 18.

(Before JOHN WORLEDGE, Esq., Judge.)

*Ex parte* ARCHER; *Re* HARRIS.

*Bankruptcy—Bill of sale—Present and future advances—Registration of contemporaneous agreement—Waiver of demand—Interrupted possession.*

THIS was a claim by Archer, trustee under the Bankruptcy Act, to the proceeds of sale of debtor's property.

The claimant, as against the trustee, was F. M. Smith, as trustee for Messrs. Huddleston, Greene and Co., bankers of Bury St. Edmunds, who claimed under a bill of sale.

Nunn, a bailiff, was put in possession under the bill of sale early on the morning of the 8th June.

The same day at 1 p.m., the liquidation petition was filed.

Pollard appeared for Mr. Archer.

Blofeld, as counsel for Smith.

Jackman for other parties interested.

The facts of the case and points of law raised will appear from the judgment, which, after stating the facts, proceeded as follows:

To the claim of F. M. Smith, Mr. Pollard, on behalf of the trustee, raised several objections which I shall now proceed to consider. Mr. Pollard's main objection was, that the execution by Harris of the bill of sale was *per se* an act of bankruptcy, and he cited *Graham v. Chapman* (2 J. B. 85), and *Lacon v. Liffen* (32 L. J., N. S., 5, Ch.; 7 L. T. Rep. N. S. 411, 774). The bill of sale, in the present case, undoubtedly comprised the whole of the debtor's property, at the date of it, but the consideration for it was an antecedent debt of £100, a contemporaneous advance of £150 and future advances, and Harris actually had, in pursuance of its provisions, a further advance of £50, and goods to the amount of £31 1s. 3d., making in all a sum of £231 1s. 3d., and the whole of the effects sold for only £457 11s., and of that only £9 or £10 worth was acquired after the date of the bill of sale. With the £150 and £50 Harris paid off some of his more pressing creditors, and it did not appear that he bought goods of anyone else after the date of the bill of sale, except of Huddleston, Greene, and Co. Now, as to *Lacon v. Liffen* (*ubi sup.*), it does not appear that any future advances were made in that case, and so there really was not in that case any consideration for the bill of sale beyond the past debt. In the present case there was a present advance of £150, and a further advance of £50; and the authority of *Graham v. Chapman* has been very much shaken, and the case itself, I may say, virtually overruled by a long series of more modern cases, commencing with *Pennel v. Reynolds* (11 C. B., N. S. 716), followed by *Mercer v. Peterson* (L. Rep. 3 Ex. 104; 18 L. T. Rep. N. S. 30), and *Lomas v. Buxton* (L. Rep. 6 C. P. 107; 24 L. T. Rep. N. S. 137), and ending with *Ex parte King*; *Re King* (L. Rep. 2 Ch. D. 256), and *Ex parte Ellis*; *Re Ellis* (L. Rep. 2 Ch. D. 797; 34 L. T. Rep. N. S. 705). In *Ex parte King*, Mellish, L. J., says, at the commencement of his judgment: "I should be sorry to do anything to make the law on this subject doubtful; but the numerous cases on the subject have settled the law, the only difficulty is in the application of it. An assignment of all a debtor's property for a past debt is an act of bankruptcy, a merely nominal exception will not prevent this, but the exception of a substantial part will prevent it. Whether an exception is substantial must depend on the circumstances of the case. If the assignment includes all the property, and is made in consideration of a past debt, and of a further advance made at the time, the further advance if substantial has the same effect as a substantial exception out of the property;" and in *Ex parte Ellis* the same eminent judge says: "The result of the authorities is that when a debtor assigns his whole property as a security for a past debt only, it is an act of bankruptcy whatever the motives of the parties may have been. If there is also a further advance it is not a question whether the further advance is great or small, but whether there was a *bona fide* intention of carrying on the business." Now, in the present case, I find ~~no~~ fact upon the evidence that the £150 and £50 were substantial advances, and were for the purpose

of enabling Harris, the debtor, to continue carrying on his business as an innkeeper. I therefore decide upon the authority of the more recent cases that the execution of the bill of sale was not an act of bankruptcy. The next point made by Mr. Pollard was that the agreement of even date with the bill of sale ought to have been registered as well as the bill of sale itself, and he quoted *Ex parte Collins*, *Re Lees* (31 L. T. Rep. N. S. 622); and I really have to complain that that case should have been cited, for Bacon's, C. J., decision in that case was reversed on appeal by the Lords Justices, as will be seen on reference to 32 L. T. Rep. N. S. 106 (L. Rep. 10 Ch. App. 267); and the decision in that case is really a strong authority against Mr. Pollard's contention. The question I have to decide is whether the agreement in question is either a *defeasance* condition, or declaration of trust within the meaning of the Bills of Sale Act 1854 (17 & 18 Vict. c. 36); and in deciding this question I adopt the language of James, L. J., in *Ex parte Collins* (*ubi sup.*): "The agreement at even date with the bill of sale is certainly not a defeasance, nor is it a declaration of trust. Is it then a condition either in the ordinary or technical meaning of the word? Conditions may be either precedent, subsequent, or inherent. A condition is precedent when, unless it is complied with, the estate does not arise. It is subsequent where, if it is broken, the estate is defeated; it is inherent where the estate is qualified, restrained, or charged by it. In every case it denotes something which prejudicially affects the interest of the donee." Now, this agreement to take all wine and spirits of Huddleston and Co., so long as anything was due under the bill of sale, contains nothing that would either prevent the vesting of or defeat the interest given by the bill of sale, or that in any way restricts, qualifies, or charges such interest, but it rather gives an additional benefit to Smith and his partners, viz., Harris's whole custom for wine and spirits, for a certain time. I am of opinion, therefore, that the agreement of even date did not require registration. Next Mr. Pollard contended that, according to the bill of sale to be valid and duly registered, the property comprised in it passed to the trustee as being at the commencement of the liquidation in the possession order or disposition of the debtor with the consent of the true owner. Now I take it that the filing of the petition must be considered as the commencement of the liquidation, and that was filed at 1 p.m. on the 8th June last, but Nunn was actually in possession before 11 a.m. on the same day, and continued in possession till the petition was filed. But Mr. Pollard's argument was that Nunn's possession was illegal, and that Mr. Smith could not rely upon such possession as taking the property out of the possession, order, and disposition, of the debtor, and he relied upon these cases: (*Toms v. Wilson*, 7 L. T. Rep. N. S. 421; 8 L. T. Rep. N. S. 799; 32 L. J., N. S., 33, Q. B.; *Brightley v. Norton*, 7 L. T. Rep. N. S. 422; 32 L. J., N. S., 38, Q. B.; *Ex parte Trevor*; *re Burghardt*, L. Rep. 1 Ch. Div. 297; 33 L. T. Rep. N. S. 756). Before, however, considering these cases, I will state what I find to be the facts of the case as to the taking possession by Nunn. The evidence upon the point was no doubt conflicting, but I find, as facts, that Payne, acting on behalf of Smith, about 9 a.m. on the 8th June, showed Harris the written demand for the money signed by Smith, and either then, or before Nunn took possession, produced to Harris his authority to receive the money; that Payne gave Harris an hour to find the money, and that Harris said when he returned about 10.30 a.m., that it was all useless his trying to find a friend, or words to that effect, and Harris himself admitted that he might have said on his return at 10.30 a.m., "It is no use waiting any longer, I cannot raise the money," and that after, and not before that, Nunn, by Payne's direction, took possession under the bill of sale. Now, the cases *Toms v. Wilson* and *Brightley v. Norton* (*ubi sup.*), decide that under a bill of sale containing a clause authorising the mortgagee to enter and seize the property upon default of payment on demand, the mortgagee must be allowed a reasonable time after the demand to raise the money, and that he cannot legally seize at once, or after the lapse of so short a time as half an hour; and in *Ex parte Trevor*, *re Burghardt* (*ubi sup.*), Bacon, C. J., intimated his opinion to be, though he decided the case on quite a different ground, that in such a case the mortgagee cannot legally seize on the same day as he makes the demand. But the bill of sale in the present case differs in one very material particular from the bill of sale that were in question in the three cases cited. The bill of sale before the court contains no express provision that till default made the mortgagee should remain in possession, therefore it may be questionable whether Harris had any right to remain in possession at all; but I pass that over, and decide the question upon the point which was raised during the argument in banco

of *Toms v. Wilson* (*ubi sup.*), but not in the original trial, viz., that in that case there been a waiver by the plaintiff of any right further time, and Wightman, J., who tried the case at the assizes, said (p. 37), "I may say that if it had been suggested at the trial that there had been a waiver by the plaintiff of his right to time, I should have left that question to the jury," and in the present case I find that Harris, upon his return about 10.30 a.m., on the 8th June, waived any right to further time, and that consequently this taking possession after such waiver was perfectly legal, and not taking possession being at eleven a.m., the time was certainly not at one p.m. on the 8th June in the possession, order, or disposition of the debtor, with the consent of the owner, and his objection fails. The next point raised was by Nunn's absence from the premises for ten minutes, when he went to the post, Mr. Smith possession was abandoned, and his right of property gone, and *Ex parte McDonald*, *re Beveridge* (24 L. T. Rep. N. S. 475) was cited. In that case McDonald, the holder of a duly registered bill of sale from Beveridge, took possession of his goods, and Beveridge shortly afterwards his petition under sect. 125 of the Bankruptcy Act 1869, and McDonald was appointed receiver. A few days afterwards McDonald withdrew from man who held possession under the bill of sale, considering that his own possession as receiver would sufficiently protect his rights under the bill of sale. A trustee was subsequently appointed and entered and took possession of the goods comprised in the bill of sale, upon, upon the trustee's refusal to pay an amount realised by the sale to McDonald, latter commenced an action against him, thereupon, upon the application of the trustee the judge of the Newcastle County Court granted an injunction restraining McDonald from carrying out that action. McDonald appealed, Bacon, C. J., affirmed the County Court's decision, and, therefore, the case as it proves that McDonald was wrong in bringing an action. It is true that in the course of his judgment the Chief Judge mentioned that he withdrew from possession, but nothing to prevent these goods from being part of the debtor's general estate. I suppose the Chief Judge considered that by purposely doing possession McDonald had given up his right altogether; but the real ground of the decision appears, I think, from the words of the judgment, when the Chief Judge said that McDonald should have commenced proceedings in the Bankruptcy Court at Newcastle under sect. 72 of the Bankruptcy Act 1869, as the intention of the Legislature that there should be only one tribunal exercising sole and exclusive jurisdiction in bankruptcy; and further in the present case, Nunn was not within Mr. Smith, and I have no doubt whatever Nunn did not go out with the intention of doing possession, but that he meant to do so, and that Archer, the trustee, knew that he had only gone to the post, and would return when he did return, I think he was in possession; and further, the goods having been upon the seizure, by the express terms of the bill of sale, Mr. Smith's property absolutely, I see how by Nunn's ten minutes' absence the property in the goods was transferred to the trustee, and the case *Ex parte Allen*, *re Middleton* (L. 11 Eq. 209), shows that taking possession is necessary to perfect a mortgagee's title under a bill of sale, except for the purpose of enforcing the order and disposition clause of the Bankruptcy Act 1869, and as the above clause never applied in the present case, on these grounds, therefore, my judgment is in favour of Smith as against the trustee.

### LEEDS COUNTY COURT.

(Before Mr. Serjt. TINDAL ATKINSON, J.)  
Monday, Dec. 4.

*WHEELER AND WILSON v. HINCHEL*  
*Trover—Order and disposition clause—Lien—Notoriety of custom.*

HIS HONOUR, in delivering judgment in this case said:—The plaintiffs in this case are machine manufacturers, and they sue the defendant, an auctioneer, for the conversion of their machines. It was proved at the trial that they are in the practice of letting out sewing machines, with an option to the hirer the instalments are duly paid to become the property of the chattel. In the month of December a written agreement was entered into between plaintiffs and one George Thompson, a car-gilder, which recited that he had hired from a machine of the value of £3, upon the terms £1 was to be paid at once as a premium and a rental of 10s. 6d. a month, Thompson became, by the payment of the nominal sum, the owner of the machine. Thompson v

by the plaintiffs to pay the monthly hire regularly, and at the time of his bankruptcy—il of the present year he was considerably rear for the hire. The trustee of the bankrupt's estate, finding the machine among the bankrupt's furniture, employed the defendant to remove it, and the sum it realised amounted to £1. 6d. For this sale the plaintiffs have brought the present action of trover on the ground that no property in the machine ever passed to the bankrupt, and that at the time of the bankruptcy it was not in his order or disposition with the consent or permission of the plaintiffs. It was admitted at the trial by Mr. Pullan, the bankrupt's solicitor, that there was a well-known established custom of lending these machines on hire, but he contended that the plaintiffs, by enforcing the monthly payments for the machine, and not exercising their right, under the custom, of resuming possession, had been guilty of negligence; and that, notwithstanding the notoriety of this custom, they had by that means made the machine part of the bankrupt's assets. I am of opinion that this contention cannot be supported. General knowledge of the world of the custom of letting out these machines to hire cannot be imputed to the forbearance to press for the return of the machine, and which was only known to the lender and the borrower. This is not a case in which the goods were the property of the bankrupt, but he had subsequently sold to a vendee, who allowed him, up to the time of his bankruptcy, to remain in possession. Such cases are the mischief which the order and disposition clause was enacted to prevent. In such cases there is nothing to qualify the apparent ownership of the goods to deal with as his own, and the reputed ownership of him with the false credit which enables a solvent debtor to obtain the goods of creditors the eve of his bankruptcy. The language of Chief Judge Bacon in the case of *Re Emerle Hawkins* (41 L. J. 20, Bank.) seems equally applicable to the present case. There the lender had hired household furniture under a hire agreement by which he was to pay a yearly rent for the use of it, and at the time of the bankruptcy the furniture remained in his possession in his apparently uncontrolled possession. In giving judgment the learned Chief Judge said: "the effect of the order and disposition clause was not to be strained. In cases where the property had once belonged to the bankrupt and had been transferred to another person, was allowed to remain in the ostensible possession of the bankrupt, the statute applied. Here was another class of cases in which the property in the apparent possession of the bankrupt was considered not to be in his order and disposition, and this was the law where there was some trade under which the goods of one were notoriously allowed to continue in the possession of another." It appears to me that this is the effect of this judgment, and that the single change of the word "sewing machine" substituted for that of "furniture," is almost identical with those of the present case, and, therefore, there being no fraud or negligence on the part of the plaintiffs, I think the machine was not at the time of the bankrupt's bankruptcy in his order and disposition of a reputed owner by the consent or permission of the plaintiffs, and that there must be a verdict for the plaintiffs for the amount realised by the sale, of £1 2s. 6d., with costs.

Mr. Barrister, for the plaintiffs.  
Mr. Solicitor, for the defendant.

## NEWBURY COUNTY COURT.

Thursday, Nov. 16.

(Before H. J. STONOR, Esq.)

PERSON v. THE GREAT WESTERN RAILWAY COMPANY.

Liability of railway companies as carriers—Special contract—"Wilful misconduct"—17 &amp; 18 Vict. c. 31, s. 7.

Verdict was to-day given in this case, which was heard before his Honour at the last sitting of court.

Mr. Lucas, solicitor, appeared for the plaintiff—furniture van proprietor, upholsterer, &amp;c., Brook-street.

B. Goodwin, solicitor, for the defendants.

His Honour delivered judgment as follows:—In this case the defendants verbally agreed with the plaintiff to carry an empty furniture van from Newbury to Huddersfield, and to carry it back to Newbury loaded with furniture at a reduced rate "at the owner's risk." The plaintiff also gave a consignment note for the conveyance of the van from Newbury to Huddersfield as follows:—

To the Great Western Railway Company, Newbury Station to Huddersfield, 11th July 1876. To receive and forward the undermentioned goods to be carried at the reduced rate, below the company's ordinary

rate, in consideration whereof I undertake to receive the Great Western Railway Company, and all other companies over whose lines the goods may pass, from all liability in case of damage or delay, except upon proof that such loss, detention, or injury arose from wilful misconduct on the part of the company's servants. I also agree to the conditions and regulations on the back of this note.

Signature of sender or his representative,  
JOSEPH HORSKOT,  
Address—Newbury.

The goods undermentioned were "a furniture van." The plaintiff signed no note in respect of the return journey from Huddersfield to Newbury. The van went to Huddersfield safely, and was there loaded and returned to Newbury, but on its arrival at Newbury it was found that what is termed the carriage of the van had been broken and torn away from the van, in consequence of the van having been improperly fastened to the truck by cord attached to the carriage of the van and to the buffers of the trucks in a manner which would render the accident inevitable. The expense of the necessary repairs amounted to upwards of £6, for which sum the plaintiff sued. There is no dispute as to the facts of the case, and the simple question is, whether the defendants are protected from liability for injury to the van by the agreement between them and the plaintiff. That agreement appears to have been, in the first instance, verbal as regards both the journey to Huddersfield and the return journey to Newbury, and to have been subsequently reduced into writing by the consignment note as to the journey to Huddersfield, but not as to the return journey to Newbury. The provision relieving the defendants from liability as to injury arising otherwise than from wilful misconduct contained in the consignment note, and which was chiefly relied on by the defendants' counsel, does not, I think, apply to the present case, inasmuch as that note did not refer to the return journey, and the verbal contract that the goods were to be conveyed at the owner's risk on both journeys was void as to the return journey under the 7th section of the 17 & 18 Vict. c. 31, inasmuch as there was no writing signed by the party delivering the goods in respect of that journey as required by that section; I therefore think that the agreement between the plaintiff and the defendants does not protect the latter from liability for the injury in respect of which the former now sues. Independently of these considerations, I think the case one of great doubt and difficulty. In the first place, I doubt very much whether a condition relieving the carrier from any liability for injury arising otherwise than from wilful misconduct, as in the above consignment note, is "reasonable," as required by the 7th section of the 17 & 18 Vict. c. 31, and, if it be, I doubt whether it would protect the carriers from liability for such injury as that which has arisen in the present case, and the inclination of my opinion is that it would not. In the case of *Gill v. The Manchester Railway Company* (L. Rep. 8 Q. B. 196), Mr. Justice Lush observed—"It is the duty of the carrier to do what he can, by reasonable skill and care, to avoid all perils, including excepted perils. If, notwithstanding such skill and care, damage does occur from these perils, he is released from liability; but if his negligence has brought on the peril, the damages are attributable to his breach of duty, and the exception does not aid him. And in the case of *Martin v. The Great Indian Peninsula Railway Company* (Q. B. 3, Ex. 9), it was held that a stipulation that the defendants "accepted no responsibility" did not exempt them from liability for a loss arising wholly from their own negligence—a decision which appears to me to be almost directly in point. The cases of *Robinson v. The Great Western Railway Company* (19 C. B. N. S., 51), and *D'Arc v. London and North-Western Railway Company* (L. Rep. 9 C. P. 325), also appear to me to support the view which I have taken. The case of *McCawley v. The Furness Railway Company* (L. Rep. 8 Q. B. 57), at first appears to be an authority to the contrary; but on examination it will, I think, be found distinguishable from the present case at all events on the ground that it was a case of injury to a passenger and not to goods. The case of *Glenister v. The Great Western Railway Company* (29 L. T. Rep. N. S. 422, Q. B.), is, however, a case of injury to goods under the same special agreement as that now in question, but the circumstances of the case are different, and, I think, distinguishable. Lastly, if the defendants be not liable for the injury arising in the present case from the negligence of their servants, unless such negligence come within the terms of "wilful misconduct," employed in the consignment note, I think it doubtful whether in the present case a jury would not properly find that the acts complained of fall within those terms. In the case of *McCawley v. The Furness Railway Company*, Blackburn and Mellor, JJ. both expressed their inability to say what "wilful negligence" meant, whilst Lord Cranworth once said that it was only "negligence with an epithet," and I cannot see that it is much easier to define what "wilful mis-

conduct" is. In the case of *Glenister v. The Great Western Railway Company*, already cited, where the terms "wilful misconduct" were under consideration, Blackburn, J. gives no definition of these terms, although he observes "that there may be many cases of wilful misconduct without malice." Having recourse to the civil law, I find that there can be no "culpa" (which I apprehend is the correct translation of "misconduct") without intelligence, and therefore will, and consequently "wilful misconduct" is only "magna culpa," or "magna negligentia," for "culpa" (misconduct) may be either from commission or omission. In other words, "wilful misconduct" is that arising from a man wilfully or recklessly neglecting to use his sense in performing a duty which he has undertaken, whereby damage is sustained by another, and against this no man can contract. (See Colquhoun's Summary of Civil Law, paragraphs 1530, 1532, 1533.) It is certainly most desirable that an authoritative interpretation should be given of these terms, which are now so frequently employed in agreements of importance, and so frequently become the subject of litigation. For the present, and in the absence of any authoritative definition of the terms, "wilful misconduct," and unless I can reject the word "wilful" as senseless through its ambiguity, I am disposed to content myself with the primary meaning affixed to the word "wilful" in modern dictionaries, viz., "following the will without yielding to reason," and I cannot say that the singularly unreasonable manner in which this van was fastened to the truck was not "wilful" within the above definition, and "misconduct" on the part of the company's servants," it, undoubtedly, was. As, however, I am of opinion that there was no special contract in writing in the present case within the 17th and 18th Vict. c. 31, sect. 7, it is unnecessary for me to decide the other difficult points arising in this case. There will be a verdict for the plaintiff with costs, and liberty to the defendants to appeal within one month by case in the usual manner.

## SWANSEA COUNTY COURT.

Tuesday, Dec. 5.

(Before T. FALCONER, Esq., Judge.)

DAVIES AND OTHERS v. REES AND WIFE.

Husband and wife—Survivorship.

Glasrodine appeared for the plaintiffs;

W. R. Smith for the defendants.

His HONOUR, in giving judgment, said: In this case the sum of £200 was invested in the savings bank in the joint names of the late John Davies, who died in the year 1871 intestate, and of Ruth, his late wife, now the wife of William Rees. Letters of administration have been duly granted to Ruth Rees. The question is whether Ruth Rees was entitled on the death of her husband to the fund in the bank by survivorship on the investment in the joint names of the husband and wife. The husband and wife had lived together for twenty-five years. A claim is made by the brother and sister of the deceased husband to share in the money invested in the bank, as next of kin of the deceased. The case of *Marshall v. Crutwell* (44 L. J. 504, Ch.), is not adverse to the claim by survivorship of the widow. "The mere circumstance," said the Master of the Rolls, "that the name of a child or a wife is inserted on the occasion of a purchase of stock, is not sufficient to rebut a resulting trust in favour of the purchaser, if the surrounding circumstances lead to a conclusion that a trust was intended, although a purchase in the name of a wife or child, if altogether unexplained, will be deemed a gift, yet you may take surrounding circumstances into consideration, so as to say it is a trust, and not a gift. So, in the case of a stranger, you may take surrounding circumstances into consideration, so as to say that a purchase in his name is a gift and not a trust." There is no fact in the present case connected with the condition or circumstances of husband and wife from which I can infer there was a trust in the investment. The only inference which I can draw is that the benefit which was mutually enjoyed during the lives of the parties it was not contemplated should be lessened to the wife when those hands were separated which in all probability had jointly contributed to the accumulation. I, therefore, hold that the entire fund belongs to the wife by survivorship through the investment in the savings bank in the joint names of the husband and wife.

## LEGAL NEWS.

WAREHAM, DORSETSHIRE.—At a meeting of the capital burgesses, held on Saturday last, the Mayor presiding, Mr. George Clavell Filliter was unanimously elected and sworn into office as town clerk, under the charter, in the room of his father, lately resigned, and who has been unanimously elected to the honorary and very





**MISSIONERS.**—I have been an Irish for taking affidavits, both in the Common Law Courts, many years, and cost of the commissions being enough my Dublin agent was generous like the same as easy as possible, and think it hard, as well as against practice, that any English solicitor should thority (the validity of which I very on several grounds), and take upon responsibility of acting as an Irish at all, without previously making a straightforward application, where I justify, for the usual commission my other colleagues, the legally ap-commissioners, have done. I do not ny solicitor who knows of my Irish in the town in which I practise, tempt to assume or exercise such G. H.

congratulate you on your letter. c. 44 distinctly empowers English missioners for Oaths to take Irish lavits.—ED. SOLS'. DEPT.]

**IN MAGISTRATES' COURTS.**—For ast the advocates who practice gistrates in petty sessions at the id, have made strong represen-complaints against the clerk to retiring with the magistrates on tions for decisions. They have been The objection raised against the at if the magistrates are to be ad-points of law that may have been case, such advice ought to be , so that if incorrect the decision de on the ground of misdirection. ners, under-sheriffs, and other juries openly as to the law on the sm, and, it is contended, so ought justices. If the clerk retires to acts, he clearly has no such right, ates are the sole judges thereof. It at he has to direct them as to the are empowered to inflict; but this can r return, when they have decided the of a conviction or dismissal. Your he practice, and also those of your elp to bring about a solution of the v existing amongst us, and therefore ne may be forthcoming.

#### CONFERENCE.

**AS RECORDERS.**—At page 97 of the the 9th inst. you do me the honour my appointment (as a solicitor) to ar of the Borough. But I think it ggest to yourself that this isolated any material bearing, one way or the important question whether old or should not be appointed ex-uch offices, where they involve (not to a more or less extent, the duties on judges. I am much disposed to ere quarter sessions are held, and eals or trials of prisoners take at trained barristers should be ap- thinking of such places as Exeter; ough much smaller, has a juris- sort, and Mr. Collins, an able e recorder. I should never have ocept the recordership had I been appointed in such cases as this, re been most unwise to have done iction is under an old charter, court of record to try civil cases, of holding general sessions twice a : to try treasons, felonies, &c., and s; within the memory of living man idictions have never here been e County Court for the district of debt, &c., which do not go to erior Court; and all criminal cases t summarily disposed of by the es) are sent either to quarter e county or to the assizes, and we ppeal cases, if any, at county ns. The mayor for the year, past order, are by our charter made the justices, with a non-intromittent precludes county justices from in-our very small borough; and for s it is mainly that the recorder's anted; besides delivering a formal on such subjects as occur to him, y of twenty-three inhabitants, who moned for the purpose, and after-ulate the town and make such pre-hey think necessary. The charter pital burgesses to choose for re- and discreet man, learned in the nothing about his being a barrister Barristers hitherto (except in one rays been chosen, but they wanted mpetent resident justice of the own, the population of which does ). F. FILLITER.

ec. 9.

**ATTESTATION CLAUSES.**—Without questioning the accuracy of your correspondent "Articled Clerk's" information as to the very brief attestation clause quoted by him, having been on some occasion deemed sufficient, I would, with all deference, recommend him to refer to a previous number of your journal, that of the 11th ult., where he will find a form equally remarkable for brevity as his, and, at the same time, less open to question. What is the full meaning of the term "attested"? The Act says, that the witnesses "shall attest and shall subscribe." His pattern clause is therefore weak; but the word "signed," read in continuation of that which goes before in "P. C.'s" clause, is all sufficient. I would not again have troubled you were it not that some authorities of the Probate Registry might not be so easily satisfied with "Articled Clerk's" model form, without requiring an affidavit, and thus some of your legal friends might be misled. He will observe also that the order of signing is shown. P. C.

**SANDERS v. STUART.**—In your report of this case, at pages 370, 372, of the current volume of your reports, we find it stated that the defendant negligently transmitted the telegraphic message wrongly. This is not so, for, as appears by the judgment, the message was not transmitted at all. THE PLAINTIFF'S SOLICITORS.

#### NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

#### Queries.

37. **EXTRINSIC EVIDENCE—LOST DOCUMENT.**—When a written agreement is lost, and secondary parol evidence is adduced to prove its contents, will evidence also be received to prove a term omitted from the agreement, that was contemporaneously but verbally agreed upon between the parties? T. T.

38. **LIQUIDATION.**—A debtor, prior to filing his petition, promised a creditor that if he would not prove his debt or say anything about it, he should receive the amount in full, notwithstanding the liquidation. He receives his order of discharge. The creditor asks for the money and is refused. Is this a debt in respect of which forbearance has been obtained by fraud? T. T.

39. **SUCCESSION DUTY.**—J. B., by his will, gave certain estates to his wife C. B., for life, and then to his daughter F. B. absolutely. F. B. died some three years before C. B., having made a will giving her property to trustees for sale. Is succession duty payable by the trustees of F. B. in respect of their testatrix's succession, C. B., now being dead? NEMO.

40. **CERTIFICATED CONVEYANCER.**—Will you or your readers inform me what is necessary to be done for a solicitor to become a certificated conveyancer? R. C. F.

41. **VENDORS AND PURCHASERS' ACT 1874.**—A title commences by lease and release; the lease for a year is lost but referred to in the release. The Act, 4 & 5 Vict. c. 21, which made this reference evidence was repealed by 37 & 38 Vict. c. 96; can I accept the reference as sufficient evidence under the Vendors and Purchasers' Act, 37 & 38 Vict., c. 78, sec. 2? It seems so. If real property is vested in a married woman for her separate use, it is considered by eminent members of the Profession that her conveyance will not pass the legal estate without acknowledgment. It is admitted that the equitable estate will pass and that only a bare legal estate will be outstanding; now the point is this: If the married woman executes an ordinary conveyance unacknowledged, and thereby becomes a bare legal trustee, cannot she by a second deed, which may be endorsed on the first, convey the legal estate under the Vendors and Purchasers' Act, s. 6, and thus avoid all questions of acknowledgment? It seems so. J. L.

#### Answers.

(Q. 23) **CONSOLIDATION OF MORTGAGE.**—"A. J." has had no reply probably, because his case is so clear. If the mortgages of two properties from one mortgagor does nothing to alter his position, his rights against two purchasers of the two properties separately will be the same as against the original mortgagor, that is to say he can of course, consolidate the mortgages, and consequently decline to allow the second to be redeemed until the balance due on the first is also discharged. It does not appear that the mortgage was in any way privy to the sales of the equities of redemption or has in any degree misled the purchasers. What is the argument for the purchaser? That he has done a silly thing, and is sorry for it? I see no other. Dart's Vendors, 5th edit., p. 503, clearly states what I have stated, and also authorities. Q. Q.

(Q. 33.) **STAMPS ON BUILDING SOCIETY'S MORTGAGES.**—From the experience I have had in mortgages to a building society not registered under the New Building Societies Act, for which my principal is solicitor, a stamp is not necessary in either of the cases mentioned by "E. M." H.

(Q. 35) **BASTARDY ACTS AND EVIDENCE.**—Non-access must be proved by some one other than the husband or wife, when an order of affiliation is sought by a married woman. Their testimony is rejected on the ground of public morality (Saunders on Affiliation, 5th edit., 33). After proving that the husband could not be the father

of the child, it is perfectly legal to examine the mother as to the alleged paternity.

N. I have seen this done, and not disputed by the attorney for the defendant, but, of course, she must have corroborative evidence, as in the case of single women. H.

(Q. 36.) **MARRIAGE SETTLEMENT.**—To exercise the power in the way you suggest would be illegal, see *Lewis on Trusts*, 6th edition, p. 87, the cases quoted are: *Armistage v. Coates* (35 Beav. 1); *Re Cunningham's Settlement* (11 L. Rep., Eq. 334); *Re Taques's Settlement* (10 L. Rep. Eq., 584). The nearest legal approach to what you want would be, if possible, to invest the portion intended to be given to the lunatic in the stocks, and appoint such stocks to the lunatic under the settlement then under 16 & 17 Vict. c. 70, s. 140; in case a sale is desired by the lunatic or a curator, the matter would have to be brought before the court of Chancery, the property would then be controlled by the court and laid out for the best advantage of the lunatic, but, of course, all the property of a lunatic is liable to be sold for payment of debts. A. J. L.

#### LAW SOCIETIES.

##### LAW AMENDMENT SOCIETY.

##### THE OFFICE OF CORONER.

THE first meeting of the winter session of the Law Amendment Society was held last Monday evening at its rooms, 1, Adam-street, Adelphi, when an important paper relating to a reform of the law as it affected the office of coroner, was read by Mr. A. Herbert Safford, chief clerk of the Southwark Police Court. The chair was taken by Mr. Serjt. Simon, M.P., and there was a good attendance, which included Mr. Serjeant Cox, Mr. Serjeant Pulling, Dr. Hardwicke (coroner), Mr. Cartar (coroner), Capt. Craigie, Mr. Henry Kimber (solicitor), &c.

Mr. Safford, in the course of his remarks, said that the office of coroner was of so great antiquity that its commencement was unknown, and it had recently been contended that, as now constituted, the institution was unfitted for the present time. He believed that the whole matter of the coroner's appointment, the nature of his inquiries, and the constitution of his court, needed a Parliamentary inquiry; but, in the meantime, much good might be done by attracting the thoughts of law reformers to what had previously been written or said on the subject. At the outset, he promised that he had no intention of making the Balham inquest, or any special case, the text of this paper. Complaints of the mode of conducting coroners' inquests were of no recent date only. Exactly one hundred years since he found, in a very useful pamphlet, that "the law relating to coroners and the practice of coroners in such part of their office as hath reference to the inquisitions on dead bodies were in many respects inadequate and defective, and the practice still more exceptionable. . . . In general the proceedings of the officer appeared to be conducted with a degree of negligence and irregularity incompatible with that order, dignity, and solemnity which ought to take place in the discharge of so high and important an office as that of a coroner, inconsistent with a due investigation of truth, subversive of the institution, and productive of the greatest mischief to individuals." That the coroner's court had not much improved during the succeeding ninety years might be gathered from the statement of a well-known coroner, the late Dr. Lankaster, who at the Congress of 1866 took great credit to himself that "he never tolerated in his court tobacco, beer, or anything that detracted from the dignity of the inquiry." It was, perhaps, only fair to add that the reforms originated by Dr. Lankaster were still in force in Middlesex and Surrey. There could be little doubt that, like many other ancient institutions, the coroner's court, not having been repaired and restored from time to time, was a little the worse for wear, and it might be well to first consider existing defects before proposing remedies. The first seemed to be *ab initio*, the very election of the coroner himself. Coroners were elected under a writ *de coronatore eligendo*, issued by the Court of Chancery to the sheriff under 28 Edw. 3, partially amended by 58 Geo. 3, c. 95, and the 7 & 8 Vict. c. 92—a poll being held after the candidates have addressed and canvassed the freeholders. According to the evidence of Mr. Humphreys, the coroner, taken before the select committee of the House of Commons in 1860, the election might then last fourteen days, and as a result coroners have been known to spend fortunes upon their election, which, according to the witness (a solicitor and experienced parliamentary agent) involved a greater expense than canvassing for a seat in Parliament, cases having been known to the witness where the cost was £10,000 to £12,000. The committee recommended that the ancient constituency of freeholders should be abolished, and replaced by the Parliamentary constituencies for counties. This would provide a register, and save much inquiry and trouble, which recommendation had not, however, been adopted. It had, however, been adopted by 23 & 24 Vict. c. 96, that the election should be limited to one day.

The qualification for the office of coroner was in ancient times so high that none in shires could have it under the degree of knight, and by statute 14 Edw. 3, st. 1, c. 8, no coroner should be chosen unless he had in fee sufficient in the same county whereof he might answer to all manner of people. It would be seen that in England no professional knowledge was, by law, really required, although by practice it was usual to elect a solicitor or surgeon. The claim of the medical profession to the office had been well put by Mr. Pope, a medical officer:—"The fact that life and death form now the basis, and almost the whole of the duties of a coroner, points out clearly the class of men suitable for the appointment, and the nature of the evidence offered, with the necessary talent to understand and sift scientific facts, must corroborate the view that a medical coroner is indispensable." Mr. Aspland, a medical man of considerable experience, and also a magistrate, thought that the coroner should be a legal man, and he (Mr. Safford) confessed that he was of that opinion. It must be remembered that the facts which have to be sifted were not generally scientific facts, and however useful a knowledge of the science of poisons, for example, might be, the coroner sitting as a judge could not give evidence to the jury; and, he would ask, was not the office especially a judicial one? The coroner presides as a judge: "Examines the witnesses, takes down in writing the effect of their evidence, instructs the jury, explains to them the law relating to the case in question, and distinguishes upon the particular facts and circumstances, the species of guilt incurred, according to the settled determination of law. His decisions, though not always conclusive, do, nevertheless, for the present determine the guilt or innocence of the parties. Hence appears the necessity of his possessing a sufficient fund of judicial learning, of his being endowed with talents to discuss an intricate proof, of clearness and precision toward summing up of the result, and above all of an honest upright mind to guard him in his conclusions." And Lord Chief Justice Jervis remarks that "it is peculiarly the province of the jury to investigate and determine the facts of the case; they are not to expect, nor should they be bound by any specific or direct opinion of the coroner upon the whole case, except so far as regards the verdict, which, in point of law, they ought to find as dependent and contingent upon their conclusions in point of fact. But in questions of law juries ought to show the most respectful deference to the advice and recommendation of the coroner; *Ad questionem facti non respondent iudices, ad questionem legis non respondent juratores.*" The verdict "should be compounded of the facts as detailed to the jury by the witnesses, and of the law as stated to them by the Court." It had frequently been urged that coroners (in the words of Lord Ellenborough) had exercised their office in a "vexatious and improper manner by intruding themselves into private families, to their great annoyance and discomfort, without any pretence of the deceased having died otherwise than a natural death, which is highly illegal." While admitting all this, they must not forget that many deaths occurred which, but for a thorough inquiry as to the manner of them, would be regarded as due to natural causes, and which were by means of such investigation discovered to have been caused by the criminal intervention of some person. The grave objection that many persons had to inquests arose from the fact that they forgot the coroner's court was not a criminal court at all, but a mere court of inquiry. It was extremely difficult for a coroner to decide against holding an inquest. It was a great pity that the report of the committee of 1860 had not been acted upon, which stated that "there appears to be a conflict of opinion in many counties between the coroners and the magistrates as to the cases in which inquests should be held. The coroners contend that an inquest should be held on every case of violent, or, to use the expression of Lord Hale, of 'unnatural death'; while, on the other hand, it is contended that no inquest should be held unless some suspicion exists that the death was caused by the wilful act of the deceased, or of some other person, or by negligence. It is very desirable that the law should be settled on so important a subject, and the committee, therefore, recommend that a Bill should be introduced declaring the law. They believe it to be desirable that an inquest should be held in every case of violent or unnatural death, and also that an inquest should be held in cases of death where the cause of death is unknown, and also where, though the death is apparently natural, reasonable suspicion of criminality exists." While upon the subject of the proper inquiry by coroners he (Mr. Safford) would strongly urge the resumption of inquiry into fires, and into deaths at workhouses, reformatory schools, lunatic asylums, and all places where a man was deprived of liberty, including the asylums of habitual drunkards. The employment of parish beadle as coroners' officers was much to be deprecated.

They were not under the control of the coroner, and have a direct interest in decreasing the number of inquests, as they receive 7s. 6d. for every case of which they have given notice, in which the coroner, rightly or wrongly, holds an inquiry. That the emoluments of the office were not inconsiderable may be gathered from the fact that the two beadles of St. Pancras were paid a salary of £5 per annum only, and made their income a satisfactory one from the fees. It would be very advisable that the coroner, instead of an officer, should have a clerk, as the Act of the present year has assigned to the Dublin coroner, and as was permitted to the procurator-fiscal in Scotland, as well as the practice in the coroners' courts in America. The present system of summoning juries was unsatisfactory, and might easily be improved; but he would be sorry to see the coroner deprived of the power of summoning a jury to his assistance, or relieved of the control which, to some extent, the presence of the jury had upon the coroner. It might be a question whether the number of the jury might not be reduced with advantage; they would be giving away an ancient and useful institution if they, without consideration, removed the coroner's jury from the legal procedure. Mr. Edward Livingstone in the Criminal Code adopted by the State of Louisiana, had proposed the following system, which appeared to be an amendment upon the English procedure. The coroner having summoned a surgeon, who inspects the body in the presence of the jury, and the coroner having examined the witnesses, the jury were called upon to determine when and in what manner, and by the act of whom, it appeared to them that the deceased came by his death, and when a majority of the jury agree in a statement, it was reduced to writing and formed the inquest. If the inquest designated the offender, the coroner issued his warrant for the arrest of the offender, who would be then brought before a magistrate, whose duty it was to inquire into the guilt or innocence of the offender. By this means the scope of the coroner's court, and that of the magistrate's, was clearly defined. The coroner inquired into the cause of death, the magistrate as to the fact of the accused having caused that death. In conclusion, Mr. Safford suggested the following: 1. That as the judges are not chosen of the people neither should the coroners be; but that as the coroners are paid by the counties the magistrates should elect their coroners subject to the approval of the Home Secretary. That if it be decided to pay the coroners from the Consolidated Fund they may be appointed by the Home Secretary alone. 2. That if the coroner be elected by popular franchise, it should be upon the same basis as the parliamentary. 3. That the coroner should be remunerated by a fixed salary and allowances to be settled by the Home Secretary. 4. That it is undesirable to fix any special qualification for the office of coroner, although the nature of the duties seem to belong more properly to the legal profession. 5. That coroners should only be removed by the Court of Queen's Bench. 6. That the coroner should be authorised to employ a clerk, who with the coroner's officer should be under the sole control of the coroner. 7. That a central authority (the Home Secretary) should from time to time issue instructions to coroners. 8. That the coroner be permitted to call in the assistance of a medical man before summoning a jury, and that in every case in which the coroner refuses to hold an inquest he should report his reasons for such refusal to the central authority. As the coroner and his staff would be paid by salary, it would be unnecessary to guard against too many inquests. 9. That not only the police but the registrar of deaths should be compelled to give notice to the coroner of cases of sudden or unnatural death. It cannot be expected that the ordinary medical attendant, whatever he may suspect, will give notice to the coroner. He may be a man whose knowledge of points beyond the ordinary practice is limited, and however extraordinary the case may appear, yet he dare not suspect. 10. That informations given to the coroner should be signed by the parties tendering such information. 11. That the jurors be taken from the same class, and in the same manner as for other courts of law, the number constituting a jury being reduced, and the verdict of the majority being sufficient. 12. That when by the verdict of a jury a certain person is accused of a crime, the coroner shall issue his warrant for the apprehension of the accused, who should then not be committed to the assizes, but be brought before the magistrates, and that evidence of the offence should be given before the magistrate in the ordinary manner. This would prevent any evidence taken before the coroner as to the cause of death prejudicing the accused on his trial for a crime. 13. That inquiries into the causes of fires form part of the coroner's duty, and that he be empowered to inflict penalties where gross negligence has been proved before him. 14. That it be compulsory on the counties to provide convenient

courts for the coroners, and proper means for the reception of the dead. 15. That in the absence of the coroner, two magistrates be empowered to act for him. 16. That a permanent inquiry into the office, duties, and jurisdiction of coroners is imperatively demanded; and a Bill, declaring the cases in which inquests may be held, for improving the coroners' court, defining his jurisdiction, should be introduced early as possible.

Mr. Serjeant Pulling, in opening the session which followed, was clearly of opinion that a Parliamentary inquiry should be instituted into the whole question affecting the office of coroner. They had found that when a suspicion of crime existed, the proceedings were sufficiently summary without any coroner's inquest. A coroner, for the most part, was not well chosen, an officer who summoned them was generally a questionable person. As at present only the coroner's inquiry was quite a criminal duty of investigating crimes was one that belonged to the State, and ought not to be taken from him. He argued at great length in favour of a public prosecutor to take the place of the coroner. The institution of a coroner's inquiry had done more far beyond the defective system of inquest into death and imputed crime. The inquest was often one of the most painful duties and instituted without grounds (causing private families), by thoroughly incompetent persons. He could not conceive a system of the election of a coroner, and trusted that the form in this and other directions would be brought about.

Mr. Serjeant Cox said that the first question with respect to the reform of coroners would be to determine what was their duty. He was in favour of restricting their duties, and that they should hold an inquest only more, only determining the cause of death, not inquiring into the manner in which it was about, this matter being left to the magistrates and the police. This would save a great expense and worthless labour, and very much restrict the inquiry. If there was to be a coroner, certainly ought to be smaller in number, and summoned at the mere will of the parish, besides which it should be composed of laymen, and summoned by a responsible officer. The real question was to determine in what the inquest should be held. What remedy be given against improper inquests that were and inquests that were neglected to be held was inclined to think that the decision whether or not there should be an inquest should be left to some responsible individual. In substance, the medical officer of health, who the coroner was put into requisition, to determine whether the inquiry was to be held. It should then be determined whether the coroner should have a jury, or whether he himself should conduct the inquiry. The learned Serjeant would suggest that, in the first instance, of death, whether the death was a natural or a violent one, which could be ascertained by a jury of four, or even by the coroner himself.

Mr. Carttar, county coroner, trusted that improvement would take place as to the elections for coroners, in order that a great expense might be saved. Many years ago the town of West Kent cost him some thousands of pounds, for which he had to canvass many people, which lasted six weeks. He was of the opinion that a man should be well qualified to fill the office of coroner, and that the proper person was a lawyer.

Mr. Serjeant Simon, M.P., advocated that in the manner and mode of appointment of coroners, which should not be elective, but should be either the Lord Chancellor or the Home Secretary. The office should be held by a person with a trained mind who could marshal evidence, and that was impossible to the layman. He had seen coroners' juries taken from the panel that tried cases at Westminster Hall, did not think the coroner ought to be taken in the number of inquests held, but that he should be paid by salary and not by fees. He was clearly of opinion that a coroner should be taken from the ranks of the Profession to which he belonged. In conclusion, he said that the part of the jurisdiction of the coroners which he wanted so much looking into to restore the respectability that their forefathers had had should be attached to the office of coroner.

The proceedings were brought to a close by customary votes of thanks to the learned chairman.

#### THE LEGAL PRACTITIONERS' SOCIETY.

A MEETING of the council of the society was held at the chambers of Mr. W. T. Channing, D.C.L., 5, Crown Office-row, Temple, E.C., Friday last, at four o'clock p.m., Mr. Griffith, M.A., in the chair.

After the confirmation of the minutes of the last meeting, the hon. sec. (Mr. Charles

mitted his annual report, which, after much session, was agreed to. We publish the same. Arrangements were then made for the annual general meeting of the society, to be on Monday next, as announced in our advertisement columns.

#### REPORT.

Following is a copy of the annual report of hon. sec., to be submitted to the annual general meeting of the society, on Monday next, 3th of Dec. 1876:

Submitting his annual report, your honorary secretary (Mr. Charles Ford) has to record the continual prosperity of the society, which has gained substantial support at the hands of the Profession at the last annual general meeting. He feels that it is due to the services already rendered by the society to the Profession that it has been supported to the extent it has been. Your hon. secretary's last annual report two years ago, five vice-presidents, and seven new ordinary members have joined the society, and the donations of the proprietors of the LAW TIMES now amount to the sum of fifty guineas, and your hon. sec. desires to place on record the continued and generous support which has always been accorded by the LAW TIMES to the aims and efforts of the society to advance the interests of the Profession. The work which has been done upon your hon. sec. has not, during the twelve months been less than hitherto, and the ready assistance which he has always been able to command at the hands of the learned members of the society (Mr. W. T. Charley, Esq., M.P.), your hon. sec. would often hardly feel himself equal to the important and arduous duties devolving upon him. Your hon. secretary, while concurring in the recommendation of the Parliamentary Committee, that it is useless to make any further effort for the present to secure enactment for providing an easier method for securing the payment of a reduced penalty in case of unskilled and unauthorised persons making deeds and other instruments for fee or reward, is as convinced as ever that the interests of the Profession loudly call for such a protective enactment. The information which constantly comes to your hon. sec., not only by virtue of his position, but also in another capacity, warrants him in asserting that although reported cases seem to be fewer than formerly, a wholesale infringement of the protective clauses of the Solicitors' Act 1870, and of the Solicitors' Acts, by unskilled, unqualified, and unauthorised persons, still tolerated throughout England and Wales, indeed, Ireland and Scotland also, to an extent which threatens in time to seriously affect the pecuniary interests of both barristers and solicitors, as well as to operate most injuriously to the public. It is, moreover, the duty of your hon. sec. to record the fact that serious professional irregularities are taking place in both branches of the Profession. As to the Bar, by the negligence of counsel in failing to represent the interests of clients after having been briefed; the recognition of a system at certain sessions of giving instructions without the intervention of counsel; and your hon. sec. is able to report the existence of a wide spread and deeply rooted prejudice in favour of the creation of a batonnier as a responsible governing body for the Bar, the duty it should be to take cognizance of all complaints against members of the Bar in connection with the exercise of their Profession. The want of some authority or tribunal of this kind, which in part accounts for the extensive suppression of members of the House of Commons, solicitors, gave to Mr. Norwood's "Bar-at-Law" Bill. The question involved in the recent action by Mr. Geo. Lewis against Mr. Higgins, Q.C., was, as your hon. sec. desires to think, essentially one which could have been fairly dealt with by a batonnier. As to solicitors, it is the duty of your hon. sec. to report that constant complaints have been made to him that the matter-of-course way in which the preliminary examination before articles, even dispensed with in the very cases to meet a professional grievance, for which solicitors themselves are in a measure to blame by facilitating passage into the Profession of men whose education is below the proper standard, a practice which the reputation of the Profession, as a whole, is made subservient to personal interests. Not an uncommon practice for some solicitors to assist their clerks to get into the Profession without passing this examination, with the object of securing the permanent services of clerks who are then of the routine work of their offices. Your hon. sec. has been at some trouble to disseminate the names of certain solicitors who habitually ignore the provisions of the Solicitors' Acts by using so-called accountants and agents to use names to their joint advantage. The names of these have recently been made public by the several country law societies established through the agency of this society, per-

haps the most active and vigilant during the past year has been the Portsmouth and Gosport Law Society, which petitioned in favour of this society's Bill for the past session. On the 4th Sept. last the same society passed the following resolution, a copy of which was forwarded to your hon. sec., and was by him duly laid before the council: "That the thanks of this society be and are hereby tendered to the council of the Incorporated Law Society, and to the parliamentary committee of the Legal Practitioner's Society, for their labours in the interests of the solicitors' Profession and of the public. A copy of this resolution to be forwarded to each society." Your hon. sec. has during the past year received a large number of letters from country solicitors, especially in the large towns, such as Manchester, Liverpool, Bristol, and Birmingham, complaining of the action of so-called accountants, agents, mercantile agencies, and debt collecting establishments, under circumstances which your hon. secretary regrets to say leave the Profession without any remedy. The recent case of the *Attorney-General v. Tett*, in which the defendant, an accountant, was mulcted in the sum of £50 for preparing a bill of sale contrary to the provisions of the Stamp Act, will, however, exercise a beneficial influence upon accountants, certain law stationers, and others, who prepare such documents wholesale. There can be no doubt that much of the Professional work not protected by statute, which was formerly undertaken exclusively by solicitors, is now transacted in London by accountants and law stationers, and in the country by accountants and so-called law agents. Tempting advertisements for legal business continue to be inserted, not only by persons styling themselves accountants and others outside the Profession, but your hon. secretary regrets to say even, in some few cases, within the ranks of the Profession. Such advertisements are continually being brought under the notice of your hon. secretary. Composed, as this society is, of members of both branches of the Profession, your hon. secretary is alive to the difficulty of dealing with some inter-professional questions—as, for instance, the claim by solicitors to act as advocates at quarter sessions, which subject is, therefore, for the present, left to solicitors themselves to deal with. As regards a freer interchange between the two branches of the Profession, it is a matter which has long agitated the Profession—especially the solicitors' branch. Your hon. secretary has received a large number of communications upon this important question, but it is sufficient to mention those from the Lord Chief Justice of the Common Pleas and the Master of the Rolls. Complaints made to your hon. secretary have been especially loud from solicitors who are University men, and your hon. secretary may mention that although the Council of the Incorporated Law Society has not applied to Parliament, as has been done by the Parliamentary Committee of this society, yet it has passed a resolution on the footing of which your hon. secretary hopes the question will be adjusted, as the continued existence of the present regulations inevitably foster a growing spirit of hostility between barristers and solicitors, which is much to be lamented. Upon this subject Mr. Daniel, Q.C. in a recent speech, is reported to have said that the "Profession was now, as it were, in a transition state in this respect, that the almost offensive social distinctions which existed between the one branch and the other were dying away, and the difference in social status between the one and the other had almost, if not entirely, ceased. Even in London, the centre of prejudice and obstinate adherence to that which was old, whether it was valuable or not, these distinctions had to a great extent given way. He would recommend his young friends, without relaxing to any extent in their diligence in the discharge of their special duties at the present, to look onwards and upwards. The late meeting of the Incorporated Law Society at Oxford suggested views to the article clerks throughout the country which they ought well to consider. He had no wish to suggest the notion that there should be no distinction, but his notion was that the distinction should be simply that which arose from the difference between advocacy and agency, and that facilities should be given by the Inns of Court, who had the power of calling persons to the Bar, and by the regulations of the Incorporated Law Society, who had the privilege of granting certificates of fitness for admission to the roll of solicitors—that facilities should be given of such a character on both sides that if young men desired to become members of the Bar, and when they had attained to that position found that circumstances caused them to desire not to degrade themselves or to go lower, but to step from the one branch of the profession to the other, the means of transition should be easy. So, on the other hand, he desired to see that if a man became a solicitor, and he found that he had powers within him which would enable him to take the branch of advocacy in preference to that of agency, greater facilities

than now existed should be provided for the passage from the one branch to the other. The regulations were at present such that very few men would undergo the disadvantages. He very little doubted, if the transition was rendered more easy, that a greater number of such cases would occur, because he did not hesitate to say that a solicitor's office, where the business was conducted by men of experience, men of principle, and men of honour, was the very best school in which a man could begin for the purpose of qualifying himself to attain to the very highest position at the Bar." The most distinguished men at the Bar and on the Bench have long ago conceded the claim of solicitors to substantial concession at the hands of the Inns of Court, and the Council of the Incorporated Law Society, as the chief law society, has twelve months ago expressed its readiness to meet the Bar in a similar spirit, by seeking to obtain a modification of the Solicitors' Acts which regulate the steps necessary to be taken by a barrister seeking admission on the roll of solicitors. Your hon. secretary will perhaps be pardoned for quoting an extract from the leading article on this very question in the *Times* of the 6th Oct. last: "In the very common case of a man who has made a mistake about his profession, and who now wishes to set himself right, we can certainly see no advantage, or at least no public advantage, in his being hindered and practically prevented [from passing from one branch to the other]. The rule that a solicitor must have withdrawn his name from the roll and have wholly abandoned practice for three years before he can be called to the Bar, is in many cases a practical prohibition of his being called at all."

A copy of a letter on this subject, addressed by your hon. secretary to the *Times*, and which appeared in that journal on the 18th Oct. last, is annexed to this report as showing the present position of this "burning" question, which your hon. secretary hopes will be settled in the next session of Parliament. Among the many other subjects which engage the attention of the Profession may be mentioned Mr. Norwood's Barristers' Fees Bill, the position and powers of commissioners of oaths under the Judicature Acts, and the right of audience before revising barristers' courts.

Your hon. sec. has received numerous complaints in regard to unauthorised persons appearing as advocates in Police and County Courts; in regard to a system by which vendors' solicitors insert in conditions of sale of real estate clauses inviting or requiring purchasers to take a conveyance from such vendors' solicitors, for a fee smaller than such purchaser would have to pay to his own solicitor; in regard to the practice of some solicitors who insert in leases a covenant by which they (solicitors of the lessor) should have the preparation of all assignments and underleases. And as to accountants' charges in bankruptcy business, which matter is not sufficiently within the control of the courts having bankruptcy jurisdiction. In regard to the necessity for three separate cause lists for the three common law divisions of the High Court, and in regard to the equalisation of the annual certificate duty, these and other well founded complaints your hon. sec. has always taken steps to bring before the public and the Profession in directions which have been especially open to him. The general correspondence of your hon. sec. has, as usual, been large, and indeed laborious, and your hon. sec. feels that the time is near at hand when he will have to relinquish his efforts in the interests of the Profession and of this society. Your hon. sec. has been encouraged in the past to persevere in his endeavours, as well as by the kindly consideration of the Profession, as by the consciousness that good has followed from his work in connection with this society.

Your hon. sec. cannot close this report without acknowledging the valuable services rendered to him as an officer of the society by the learned president and by the council of the society

#### SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, 13th Dec., Mr. Edward Turner Payne (of Bath), the chairman for the present year, presiding. A sum of £230 was distributed in grants of assistance to four widows of members, two non-members, and five widows and daughters of non-members: eight new members were elected, and other business transacted.

MR. WILLIAM ROBERT CLARK, Solicitor, of Oldham and Middleton, has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature in England.

MR. CHARLES BULLOCK, Solicitor, of Great Berkhamsted, Herts., has been appointed a Commissioner for Taking Acknowledgments of Married Women in and for the county of Hertford.



## LEGAL EXTRACTS.

CONCERNING THE BURDEN OF PROOF.  
(By FRANCIS WHARTON, in the *Southern Law Review*.)

IMPORTANCE AND DIFFICULTY OF QUESTIONS AS TO BURDEN OF PROOF.  
(Continued from page 388.)

QUESTIONS of interest arise when suit is brought upon an instrument to whose validity certain formalities are requisite. Is the plaintiff or the defendant to prove such formalities? It is plain that when the law makes the validity of the instrument depend upon these formalities, then they must be duly proved by the plaintiff. If a statute, for instance, makes an instrument inoperative unless duly registered or stamped, then the instrument cannot be put in evidence without proof of such registry or stamp. But a *prima facie* case of compliance with the law in this respect is sufficient for the plaintiff's case. Where a statute, for instance, requires that a will, to be operative, must be attested by three subscribing witnesses, it is enough for the plaintiff's case to show that three witnesses actually subscribed the will. If either of such witnesses was incompetent, this must be shown by the defendant. So where the attestation of a notary is necessary to a writing, it is enough for the plaintiff to show that the notary was a person usually acting as such; if he was an imposter acting without authority, this must be shown by the defence.

The burden of proving a negative is thrown on a party whenever proof of such negative is essential to his case. It makes no difference whether the party to whom such proof is essential is plaintiff or defendant. I may illustrate this position by one of the most extraordinary cases to which American litigation has given rise. In Feb. 1872, Winfield S. Goss, of Baltimore, having previously insured his life for 25,000 dol., was found, it was alleged, dead, in a workshop belonging to him; his death having been, it was pretended, caused by a fire by which the building was partially consumed. His widow brought suit against the insurance companies, and recovered; the chief witness to prove identity being her brother, William E. Uddersook, and her husband's brother, Alexander C. Goss. The defence made by the insurers was that the remains were not those of Winfield S. Goss. In July 1873, the body of a murdered man was found in Baer's Woods, near West Chester, Pennsylvania; and there was strong evidence charging, as the agent of the homicide, William E. Uddersook. He was indicted for murder, and the trial took place at West Chester in Nov. 1873. The case which the prosecution undertook to prove contained at least two negatives, first, that the body found in Baer's Woods, West Chester, in July 1873, was not that of A. C. Wilson, if that name represented a person other than Winfield S. Goss; and secondly, that the body found in the workshop in Baltimore, in Feb. 1872, and which was claimed to be that of Winfield S. Goss, was not that of Winfield S. Goss. It was a necessary incident of the prosecution's case that the person murdered in Baer's Woods had gone for a few months before his death, both in Newark, New Jersey, and in Chester county, Pennsylvania, by the name of A. C. Wilson; and it was plain that if there was a person known continuously by the name of A. C. Wilson, this would defeat one of the essential points in the prosecution's case—that the deceased was Winfield S. Goss. It was also necessary for the prosecution to prove that the body found in Feb. 1872, was not that of Winfield S. Goss; for if it had been such body, this also would have been destructive of the prosecution's case. Nor was this all. Uddersook was tried, convicted, and executed for murder, the prosecution having satisfactorily made out these with the other necessary ingredients of the case. The insurance companies then brought suit in the United States Circuit Court in Baltimore, against Alexander C. Goss and others, for a conspiracy to defraud them, by falsely claiming the corpse found in Baltimore, in Feb. 1872, to be that of Winfield S. Goss. Now, in each of these three cases, those contesting the identity of the corpse so discovered with that of Winfield S. Goss, had a negative to prove, though in the first case this negative was undertaken by the defendant, in the second by the prosecution (occupying the processual attitude of a plaintiff), and in the last by the plaintiff. But we need not such an illustration, however pointed, to prove that with respect to the form of action, an actor (*i.e.*, one who has on him the burden of proof), may be either plaintiff or defendant. It is enough to take this case as one among multitudes that show that wherever a negative is part of a case, whether that case be that of the plaintiff or of the defendant, then such negative must be proved.

MR. ALLAN TASSELL, Solicitor, Faversham, has been appointed Registrar of Sittingbourne County Court, vice Mr. Thomas Hills, deceased.

## LEGAL OBITUARY.

NOTE.—This department of the *LAW TIMES*, is contributed by EDWARD WALROBE, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the *LAW TIMES* Office any dates and materials required for a biographical notice.

## CHIEF JUSTICE WHITESIDE, D.C.L.

THE late Right Hon. James Whiteside, D.C.L., Lord Chief Justice of the Court of Queen's Bench in Ireland, who died at Brighton, on the 25th Nov., in the seventieth year of his age, was a son of the late Rev. William Whiteside, and brother of the late Rev. Dr. Whiteside, vicar of Scarborough. He was born at Delgany, in the county of Wicklow, in the year 1806, and was educated at the University of Dublin, where he graduated with honours; he took his B.A. degree in 1827, proceeded M.A. in 1832, LL.B. and LL.D. in 1859. He also obtained honours in the first law class formed in the University of London. He was called to the Bar in Ireland in Easter Term, 1830; became a Queen's counsel in 1842, and was elected a bencher of King's Inns, Dublin, in 1852. In April 1851, he entered Parliament as member for Enniskillen, and retained his seat for that constituency till Feb. 1859, when he was returned for the University of Dublin. He remained in Parliament until his elevation to the Bench, in 1866. He was Solicitor-General for Ireland in the first administration of Lord Derby, in 1852, and Attorney-General in the second, namely, from March 1858 to June 1859. In 1844 Mr. Whiteside's name was conspicuously before the public in 1844, when he delivered his able speech in defence of O'Connell and his colleagues for conspiracy, and when he told the Government that "something more than an indictment for conspiracy was necessary for the pacification of Ireland." In 1848 Mr. Whiteside again made himself famous by his defence of Mr. Smith O'Brien, and in 1862 as the advocate of "Mrs. Yelverton." In 1858 he was appointed a Privy Councillor of Great Britain and Ireland, and in 1863 he was created a D.C.L. Three years later, when Lord Derby formed his third administration, Chief Justice Lefroy, who was then 90 years of age, retired from the Bench, and Mr. Whiteside was appointed his successor. The late judge was not unknown in the literary world, having been the author of works on Italy and Ancient Rome. He has the reputation of having been a lively and occasionally an eloquent speaker, and it is probable that his most conspicuous oration at the Bar was that which he delivered in the famous Yelverton case. The late judge married, in 1833, Roseetta, daughter of the late William Napier, Esq., of Belfast.

## THE RIGHT HON. F. HORSMAN.

THE late Right Hon. Edward Horsman, M.P., barrister-at-law, of Ashby St. Leger's, Warwickshire, and of Alvie, Inverness-shire, who died on the 30th ult., at Biarritz, in the Baasses Pyrénées, France, where he had been staying for the benefit of his health, was the son of the late William Horsman, Esq. (who died in 1845), by his marriage with Jane, third daughter of the late Sir John Dalrymple, Bart., one of the Barons of the Court of Exchequer in Scotland; she was sister of the eighth and ninth Earls of Stair, and the deceased gentleman was therefore nephew of the late earl. Mr. Horsman was born in 1807, and was consequently sixty-nine years of age at the time of his death. He was educated at Rugby, under Dr. Wooll, and was admitted a barrister at the Scottish Bar in 1832, but did not practise, at all events, for any considerable time, resolving instead to devote himself to a political life. He entered Parliament in 1836 in the Liberal interest, on a chance vacancy arising in the representation of the borough of Cockermouth, through the retirement of Mr. Fretchville Dykes. He was again returned at the general election of the following year, and he held the post of a Junior Lord of the Treasury during the last few weeks of Lord Melbourne's administration in 1841. He was returned in 1853 for Stroud, and represented that constituency down to 1868, when he retired. In the following year he was again returned to Parliament, as member for Liskeard, on the death of Sir Arthur William Buller, his opponent on this occasion being Sir Francis Lyett. Mr. Horsman was sworn a Privy Councillor in 1855, on taking office under Lord Palmerston as Chief Secretary for Ireland, but he resigned the post two years afterwards, as he himself professed, on the ground that the salary was too great, and the duties too light. Mr. Horsman, it may be added, was somewhat unfortunate in his Parliamentary position. He was a man of first-rate abilities, and an admirable speaker; but he was an independent M.P., and an independent member is, generally speaking, an unpopular one. Yet he did not begin life as an independent member, for he pledged himself to vote in favour of an efficient Church reform,

of vote by ballot, and of the removal of all on knowledge. There was a time when Horsman acquired no small fame as a Church reformer. He and the late Lord Llanover (Sir Benjamin Hall), it has been said, were of the Church by night and day, and if it was done they were sure to accept it and bring light. As a Commissioner of Church Inquiries in Scotland, Mr. Horsman saw a religious less pretentious than that of England, and less quite as effective, for on all sides it is admitted that the Scotch are quite as religious as the English. His Scotch parentage may have made him look with a suspicious eye at a prelacy; at any rate it was in battle for Church reform that he won his earliest fame; his agitation, like most others, came to an end when he accepted office. Mr. Horsman married in 1841, Charlotte Louisa, daughter of the late John Charles Ramsden, M.P. The remains of the deceased gentleman were interred at Biarritz.

## C. WREN-HOSKYN, ESQ.

THE late Chandos Wren-Hoskyns, Esq., barrister-at-law, late of Wroxhall Abbey, Warwick, who died on the 28th ult., at his residence Eccleston-square, in the sixty-fifth year of his age, was the second son of the late Sir Hugh Hoskyns, Bart., of Harwood, Hereford, by his marriage with Sarah, daughter of Philip, Esq., of Bank Hall, Cheshire, and was born in the year 1812. He was educated at Shrewsbury School and at Balliol College, Oxford, where he took his Bachelor's degree in 1834. Called to the Bar by the Honourable Society of Inner Temple in Easter Term 1833, he was for a few years as a special pleader at the Old Hereford, and Gloucester Sessions. He was a magistrate and deputy-lieutenant for Herefordshire and Warwickshire, and served as High Sheriff of the latter county in 1855. In 1859 he entered Parliament for Hereford, as the colleague of Henry Clive, on the vacancy arising from the unseating of Messrs. G. Clive and J. W. & Co. but he retired from Parliamentary life at the general election in 1874. Mr. Wren-Hoskyns was well known as the author of several works on Agriculture in its more scientific as well as practical aspect; among which Alibon's in his Dictionary "A Short Enquiry into the History of Agriculture" (1849), and "The Chronicles of a Clay Farm,—an Agricultural Fragment," published in 1852, and which through three editions rapidly. This last is described in a contemporary paper as "written in a vein of pleasantness, permeating the prejudices of the past, and strating that scientific knowledge is, as ever, an important element in our tillage." The deceased gentleman, who was presumptive to his brother's baronetcy, was married, first in 1837, to Theodosia Anne, daughter and heiress of the late Charles Wren, Esq., of Wroxhall Abbey, whose assumed; and secondly, in 1846, to Anne, daughter of Charles Milnes Ricketts, Esq. He has left a family of three daughters and

## J. MONTGOMERY, ESQ.

THE late John Montgomery, Esq., barrister-at-law, of Benvardeen, county Antrim, who died the 7th inst., in the eighty-seventh year of age, was the eldest son of the late Hugh Montgomery, Esq., of Benvardeen (who died in 1818), his marriage with Margaret, daughter of — Esq., of Kilmandle, county Antrim. He was born in the year 1790, and was educated at Trinity College, Dublin, where he graduated B.A. in 1811, and proceeded M.A. in 1813; he was called to the Bar in 1815. Montgomery was a magistrate and deputy-lieutenant for the county of Antrim, and served as high sheriff in 1819. He married, in 1819, the third daughter of the late Sir Andrew Farquhar, Bart., and by her, who died in 1871, he had a family. His eldest son, Mr. Robert James Montgomery, who was High Sheriff of County Antrim in 1870, married, in 1864, Elizabeth, daughter of James Robert White, Esq.

## SIR J. ESMONDE, BART.

THE late Sir John Esmonde, Bart., of nastragh, county Wexford, barrister-at-law, who died on the 10th inst., in the fiftieth year of age, was the eldest son of the late James Esmonde, Esq., of Pembrokestown, county Waterford, who died in 1842, and nephew of the late Right Hon. Sir Thomas Esmonde, Bart., of Ballym. His mother was Anna Maria, daughter of — Esq., of Ring Mahon Castle, Cork, and he was born in the year 1826. He was educated at Clongowes College, and at Trinity College, Dublin, where he graduated in 1848. Called to the Irish Bar in 1850, he practised for a few years in Dublin. He was a magistrate for the counties of Waterford and Wexford, and also a magistrate and deputy-lieutenant

ARNOLD, ALBERT, lodging-house keeper, Southampton. Pet. Dec. 5. Dec. 30, at three, at offices of sol. Shuttle, Southampton.

AKERDOY, ISAAC, and AKEROBY, HENRY LOPTHORPE, farmers Brantley, par. Leeds. Pet. Dec. 7. Dec. 22, at eleven, at office of Messrs. H. H. H. Taylor, Barrow. Pet. Dec. 7. Dec. 22, at two, at the Queen's hotel, Tordmorden. Sol. Hartley, Burnley.

BAILEY, JOSEPH, tailor, Accrington. Pet. Dec. 5. Dec. 28, at two, at Peet's Arms, Accrington. Sol. Whalley, Accrington.

BALFORTH, ALBERT, tailor, Barrow. Pet. Dec. 7. Dec. 26, at half-past eleven, at the George hotel, Axminster. Sol. Hirtzel, Exeter.

BARNES, ANNE, spinster, Lyme Regis. Pet. Dec. 7. Dec. 26, at half-past eleven, at the George hotel, Axminster. Sol. Hirtzel, Exeter.

BARNES, ELIZABETH RUTH, spinster, Lyme Regis. Pet. Dec. 7. Dec. 26, at half-past eleven, at the George hotel, Axminster. Sol. Hirtzel, Exeter.

BARNES, THOMAS, innkeeper, Gloucester. Pet. Dec. 11. Dec. 21, at six, at St. John's-lane, Gloucester. Sol. Haines.

BEART, ARTHUR, butcher, Litcham, Pet. Dec. 5. Dec. 28, at eleven, at offices of Sol. Bircham, Fakenham.

BENNETT, GEORGE, innkeeper, Morley, near Leeds. Pet. Dec. 7. Dec. 22, at eleven, at offices of Messrs. H. H. H. Taylor, Leeds.

BERTHAM, WILLIAM, jun., iron merchant, Chester. Pet. Dec. 6. Dec. 22, at half-past twelve, at the Grosvenor hotel, Chester. Sol. Churton, Chester.

BERRY, J. J. ELIJAH, dial manufacturer, Cherteston. Pet. Dec. 4. Dec. 23, at three, at office of Solis. Llewellyn and Ackrill, Tunstall.

CABRECK, WILLIAM NORMAN, blind stenter, Bromley. Pet. Dec. 5. Dec. 28, at three, at offices of Sol. Gregory, Barlicham-chimbs, Barbican.

CASSIDY, FRANCIS BERNARD, general outfitter, Liverpool. Pet. Dec. 5. Dec. 29, at two, at offices of Sol. Edwards, Manchester.

CHAMBERLAIN, JOHN, out of business, Leicester. Pet. Dec. 7. Dec. 28, at three, at offices of Messrs. H. H. H. Taylor, Leicester.

CHAPMAN, ALFRED, builder, Or, near Hastings. Pet. Dec. 5. Dec. 19, at three, at offices of Messrs. Miller and Miller, 5 and 7, Sherborne-lane, London. Sol. Savory, Hastings.

CHANDLER, THOMAS, Dec. 22, at three, at the Alexandra hotel, Harrogate. Sol. Dalton, Leeds.

CLARKE, ARTHUR, bookbinder, Shaftesbury-st. New North-road and Shepperton-rd. New North-road. Pet. Dec. 1. Dec. 31, at three, at offices of Messrs. H. H. H. Taylor, Barnet. New Broad-st.

COTTEWORTH, JOHN, commercial clerk, Carlisle. Pet. Dec. 4. Dec. 4, at three, at offices of Sol. Errington, Carlisle.

CRIPPS, THOMAS, publican, par. St. Thomas, Devon. Pet. Dec. 5. Dec. 22, at half-past four, at the Castle hotel, Exeter.

Dr. Friend, Exeter.

COTTE, HENRY, baker, Liverpool. Pet. Dec. 8. Dec. 23, at two at office of Sol. Stephenson, Liverpool.

DAVIES, DAVID, licensed victualler, Yorkston. Dec. 23, at three, at the Crown hotel, Shrewsbury, in lieu of the place originally named.

DAVIES, DAVID, licensed victualler, Yorkston. Pet. Dec. 4. Dec. 23, at two, at office of Sol. Fowler, Liverpool.

DICKINSON, JOHN WADDINGTON, licensed victualler, Liverpool. Pet. Dec. 8. Dec. 23, at two, at office of Sol. Morris, Liverpool.

DRIVER, LEWIS JOHN, draper, Sheffield. Pet. Dec. 7. Dec. 23, at twelve, at office of Sol. Morris, Sheffield.

EDWARDS, JOHN, innkeeper, Aberystwyth. Pet. Dec. 5. Dec. 21, at eleven, at office of Sol. Morris, Aberystwyth.

ENOS, HENRY, carter, Birmingham. Pet. Dec. 4. Dec. 23, at eleven, at office of Sol. Davis, Birmingham.

FENBY, JONATHAN, butcher, Scarborough. Pet. Dec. 7. Dec. 23, at half past two, at office of Sol. Hink, Scarborough.

FINK, BENJAMIN EBERKNER, grocer, Brighton. Pet. Dec. 8. Dec. 23, at three, at 2, Gresham-bldgs, London. Sol. Nye, Brighton.

FISHER, WALTER, printer, Bristol. Pet. Dec. 9. Jan. 1, at two, at office of Sol. Beckingham, Bristol.

FOULKES, JAMES, joiner, Ardwick. Pet. Dec. 7. Dec. 23, at three, at office of Sol. Gardner, Manchester.

FRANCIS, GEORGE, surveyor, Chester. Pet. Dec. 7. Dec. 23, at two, at office of Sol. Brown, Chester.

FRENCH, RICHARD JAMES, door dealer, Liverpool. Pet. Dec. 8. Dec. 23, at three, at office of Messrs. Moore and Price, accountants, 28, North John-st, Liverpool. Sol. Quinn, Liverpool.

GABUTT, FRIDERIC WILLIAM, worsted manufacturer, Bradford. Pet. Nov. 30. Dec. 27, at ten, at office of Sol. Hutchinson, Bradford.

GREGSON, JOHN HENRY, draper, Bingley. Pet. Dec. 9. Dec. 7, at two, at office of Sol. Morris, Bingley.

GILL, WILLIAM, farmer, Burton-on-the-Wolds. Pet. Dec. 7. Dec. 23, at twelve, at office of Sol. Deane and Lickorish, Loughborough, and Walbrook.

GILLESPIE, JOHN, draper, Manchester. Pet. Dec. 7. Dec. 27, at twelve, at office of Sol. Broad, Manchester.

GOLDNER, BOLAMON, merchant, Middlesbrough. Pet. Dec. 7. Dec. 23, at three, at office of Mr. Griffiths, Temperance hotel, Middlesbrough.

GORDON, DANIEL, draper, Leeds. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. Hardwick, Leeds.

GRIFFITHS, PHILIP, tailor, Aberdare, par. Aberdare. Pet. Dec. 6. Dec. 23, at one, at office of Sol. Linton, Aberdare.

GRIFFIN, JOHN, provision dealer, Richmond-rd, West Brompton. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Ald, Eastcheap.

HAGMAN, WILLIAM, grocer, 14, Broad-st, London. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Watson, Guildhall-yard.

HAIN, HENRY, merchant, Lombard-st. Pet. Dec. 11. Jan. 9, at two, at office of Sol. Lickorish, London.

HALIDAY, GEORGE, boat builder, Apperley Bridge, near Bradford. Pet. Dec. 7. Dec. 23, at ten, at office of Sol. Watson and Dikons, Bradford.

HAUG, WILLIAM, greengrocer, Holmfirth. Pet. Dec. 7. Dec. 23, at two, at office of Sol. South, Holmfirth.

HARE, HENRY, watchmaker, Birmingham. Pet. Nov. 20. Dec. 19, at a quarter past ten, at office of Sol. East, Birmingham.

HAYES, MARY ANN, and HAYES, JOHN FOWKE, builders, Stafford. Pet. Dec. 7. Dec. 23, at three, at the Vine hotel, Stafford.

HEYWOOD, JOHN, paper manufacturer, Bristol. Pet. Dec. 7. Dec. 23, at twelve, at office of Sol. Miller, Bristol.

HINITT, JOHN, out of business, Kidderminster. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Corbett and Co., Kidderminster.

HOBBOCK, THOMAS, and HAIN, JOHN, manufacturers, Manchester, and Farnworth. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Sampson, Manchester.

HOBSON, MARY, widow, grocer, Handsworth Woodhouse. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Taylor, Sheffield.

RICHARDS, HENRY, innkeeper, Llandudno. Pet. Dec. 8. Dec. 23, at one, at the King's Head and Royal hotel, Llandudno.

RANDALL, ALFRED GEORGE, farmer, Leamington. Pet. Dec. 8. Jan. 4, 1875, at three, at office of Sol. Rowlands and Bagnall, Birmingham.

JONES, WILLIAM, beerhouse keeper, Swansea. Pet. Dec. 6. Dec. 23, at eleven, at office of Sol. Thomas, Swansea.

JONES, GEORGE, plumber, Mark-by-the-Sea. Pet. Dec. 8. Dec. 23, at eleven, at office of Mr. Ellison, Mark-by-the-Sea.

KELLAWAY, WILLIAM, printer, Warwick-lane, Paternoster-row. Pet. Dec. 7. Dec. 23, at eleven, to be held at the Guildhall Coffee-house, Gresham-st. Sol. French, Crutched Friars.

LAVIES, JOSEPH SAMUEL, doctor of medicine, Warwick-sq, Belgrave, and Rushmore, near Windsor. Pet. Dec. 8. Dec. 23, at three, at the University of the University and New Athenaeum Club, Jerny-st, St. James's. Pet. Dec. 11. Jan. 9, at three, at the Inns of Court hotel, High Holborn. Sol. Lewis and Lewis, Ely-place, Holborn.

LITTLEWOOD, GEORGE, paper outer, Ferry Barr. Pet. Nov. 23. Dec. 23, at eleven, at office of Sol. Granger, Brighton.

LOWE, DANIEL, coal dealer, Dudley. Pet. Dec. 4. Dec. 23, at eleven, at office of Sol. Stokes, Dudley.

LOVIBOND, HENRY, out of business, Northiam. Pet. Dec. 8. Dec. 23, at eleven, at the Bridge House hotel, London Bridge, Southwark. Sol. Butler, Ely.

LYNAM, WILLIAM FRANCIS JOSEPH ALONIOUS, draper, Bury Saint Edmunds. Pet. Dec. 7. Jan. 1, at twelve, at the Guildhall, Bury Saint Edmunds.

MALLARD, EDWARD HENRY, furniture dealer, Cumberland-row, Ilkington. Pet. Dec. 8. Dec. 23, at twelve, at office of Sol. Hawkins, Chancery-lane.

MAYLAN, STEPHEN, grocer, Nottingham. Pet. Dec. 9. Jan. 5, at four, at office of Sol. Cooke, Nottingham.

MCKINNEY, WILLIAM, tailor, Hanley. Pet. Dec. 7. Dec. 23, at eleven, at office of Sol. Tennant, Hanley.

MAKINSON, SAMUEL HENRY, and PICKUP, JAMES, joiner, Great Bolton and Farnworth. Pet. Dec. 8. Dec. 27, at three, at office of Sol. Grundy, Bolton.

MOODY, ROBERT, cowkeeper, Leeds. Pet. Dec. 7. Dec. 23, at three, at office of Sol. Granger, Leeds.

MOORE, ROBERT, stationer, Brighton. Pet. Dec. 7. Dec. 13, at one, at office of Messrs. Fanner, Hilton, and Gifford, 2, Gresham-bldgs, London. Sol. Goodman, Brighton.

NIGHTINGALE, JAMES, carter, Ambleside. Pet. Dec. 9. Jan. 2, at eleven, at office of Sol. Fisher and Gately, Ambleside.

ORTON, GEORGE, metal polisher, Birmingham. Pet. Nov. 20. Dec. 23, at a quarter past ten, at office of Sol. East, Birmingham.

PARKINSON, GEORGE, shoe dealer, Southport. Pet. Dec. 8. Jan. 6, at eleven, at office of Messrs. Gibson and Holland, 10, South John-st, Liverpool. Sol. Thomas, Southport.

PEARCOCK, JOHN, merchant, Newcastle-upon-Tyne. Pet. Dec. 7. Dec. 21, at two, at office of Sol. Fairclough, Newcastle-upon-Tyne.

PEARSON, THOMAS NEWTON, salesman, Handforth-cum-Bowden. Pet. Dec. 8. Dec. 27, at three, at office of Sol. Baddish and Lake, Stockport.

PILSON, JAMES, wine merchant, Cambridge. Pet. Dec. 9. Dec. 30, at two, at the Rose Room, 7, Catlin, Guildhall-pl, Cambridge. Sol. Newton, Finsbury-circus, London.

PITCHER, DOUGLAS, wine merchant, Brighton. Pet. Dec. 7. Dec. 23, at one, at office of Sol. Goodman, Brighton.

RUDGE, HENRY, of no occupation, Clapham. Pet. Dec. 6. Dec. 20, at eleven, at office of Sol. Parker, Newham.

SAGE, HENRY, baker, Walworth-rd. Pet. Dec. 9. Dec. 27, at twelve, at office of Sol. Kempster, Lower Kennington-lane, Lambeth.

SEED, ELIZABETH, oil extractor, Lindley, near Huddersfield. Pet. Dec. 8. Dec. 30, at ten, at the Woolpack hotel, Huddersfield. Sol. Hutchinson, Bradford.

SMART, JOHN HENRIKIAN, contractor, Northampton. Pet. Dec. 8. Dec. 23, at eleven, at office of Sol. Jeffery, Northampton.

SMITH, WALTER, watchmaker, Derby. Pet. Dec. 8. Dec. 23, at two, at the Commercial Sale Room, 18, Wardwick, Derby. Sol. Moody, Derby.

SMYTH, JAMES WIGFIELD, painter, Hartlepool. Pet. Dec. 7. Dec. 27, at twelve, at office of Sol. Todd, Hartlepool.

SOBEY, COOPER, boot manufacturer, St. Austell. Pet. Dec. 8. Dec. 23, at twelve, at office of Sol. Smith and Paul, Truro.

SPENCE, JAMES, fly proprietor, Brighton. Pet. Dec. 7. Dec. 23, at three, at office of Sol. Lamb, Brighton.

STILL, JAMES, JASPER, boot manufacturer, Princes-st, Spital-fields. Pet. Dec. 8. Jan. 4, at three, at office of Sol. Messrs. Beard, Basinghall-st, E.C.

STRACHAN, ROBERT, gas fitter, Southwark. Pet. Nov. 23. Dec. 20, at two, at 37, Bedford-row. Sol. Marshall.

STEPHENSON, EDWARD, joiner, Ilkley. Pet. Dec. 7. Dec. 23, at three, at 51, Market-st, Bradford. Sol. Margarrison and Hutton, Bradford.

STEWART, JAMES, pianoforte dealer, Middlesbrough. Pet. Dec. 7. Dec. 23, at half past ten, at 13, Finkle-st, Stockton-on-Tees. Sol. Garbutt and Fawcett.

STOKES, JOSEPH, commission agent, Bucknell, near Hanley. Pet. Dec. 8. Dec. 21, at eleven, at office of Sol. Griffith, Newcastle.

STREET, MARY CATHERINE, lost maker, Tunbridge Wells. Pet. Dec. 7. Dec. 23, at two, at the Chamber of Commerce, Cheap-st. Sol. Stone, and Simpson.

SUGGITT, FRANCIS, joiner, Skipton-in-Cleveland. Pet. Dec. 9. Dec. 21, at three, at office of Sol. Tweedy, Stockton-on-Tees.

TRISTROP, THOMAS, carpenter, Southend. Pet. Dec. 7. Dec. 27, at one, at the London Tavern, Southend. Sol. Messrs. Wool, Rochford.

THOMAS, HENRY, and OWSEN, JESSE, timber dealers, Tipton. Pet. Dec. 6. Dec. 21, at two, at office of Sol. Travis, Tipton.

THOMAS, JOHN, commission agent, Llanelli. Pet. Dec. 5. Dec. 23, at eleven, at office of Sol. Howell, Llanelli.

TUCKER, JOHN, farmer, Gower. Pet. Dec. 8. Dec. 21, at three, at office of Sol. Beer and Bill, Swansea.

VALLEY, FREDERICK, tailor, Birmingham. Pet. Dec. 7. Dec. 23, at eleven, at office of Sol. Hawks and Weekes, Birmingham.

WATKINS, ANN, licensed victualler, Pontyberem, par. Llangan-ty. Pet. Dec. 8. Dec. 23, at a quarter past ten, at office of Sol. Green and Griffiths, Carmarthen.

WAKEFIELD, EDWIN, draper, Lynnhall. Pet. Dec. 6. Dec. 22, at eleven, at the Crown hotel, Wootton Bassett.

WAGSTAFF, ROBERT, boiler maker, Hyde. Pet. Dec. 7. Jan. 6, at three, at 10, St. John-st, Manchester.

WAGSTAFF, TIMOTHY, farmer, Boxed. Pet. Dec. 7. Dec. 23, at eleven, at office of Sol. Smith, Colchester.

WHITE, FRANCIS EDWARD, commission agent, Launceston. Pet. Dec. 8. Dec. 23, at twelve, at office of Sol. Bridgman, Tavistock.

WILLIAMS, ALFRED, marvellous jeweller, Birmingham. Pet. Dec. 7. Dec. 23, at eleven, at office of Sol. Hodgson, Birmingham.

WOOD, JOHN JAMES THORPE, farmer, Terrington Saint Clement. Pet. Dec. 8. Dec. 23, at twelve, at office of Sol. Nurse, King's Lynn.

### Dividends.

#### BANKRUPT ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

HENDERSON, B. C. Hunt, in army, third 3s. 3d. Paget, Basinghall-st.—Hartley, C. custom house clerk, second 2s. 7d. Paget, Basinghall-st.

Brown and Walker, machine makers, first and final joint ljd. First 3s. 6d. of Beaumont & Co. at office of J. D. Taylor and Co., accountants, Townhall-lane, Halifax.—Cassidy, W. slate merchant, first and final 2s. 6d. At Trust. C. F. Kemp, 5, Walbrook.—Hall, R. S. oil and colourman, first and final 2s. 6d. At Trust. W. Ward, 46, Eastcheap.—Hemmes, E. painter and builder, first and final 1s. 6d. At office of J. B. Smith and Son, accountants, 40, King William-st.—Hester and Nave, tailors, first 2s. 6d. At Sol. Carr, Fulton, and Carr, 7, Vigo-st, Regent-st.—Jones, W. C. butcher and farmer, first and final 2s. 2d. At Trust. J. Taylor, 43, South-st, Moor, Sheffield.—Long, R. engineer and metal broker, first and final 2s. 6d. At Trust. T. T. Rogers, 18, Lord-st, Liverpool.—Lowe, S. bootmaker, div. 2s. 6d. At Trust. T. Mottershead, 2, Victoria-st, Manchester.—Parker, E. cabinet maker, first and final 2s. 2d. At Trust. T. Chirgwin, 25, River-st, Truro.—Sutherland, S. boot and shoe maker, third 2s. 6d. At office of T. Y. Sirechall, Grange and Taylor, 18, Grange-st, Newcastle.—Twissell, J. M. dealer in sewing machines, first 2s. 3d. At Trust. T. G. Shuttleworth, 6, George-st, Sheffield.

### Orders of Discharge.

Gazette, Dec. 8.

LAMB, SAMUEL BLACKMAN FRANCIS, solicitor, Gray's Inn-sq. MITCHELL, SAMUEL JOHN, grocer, Cardiff.

### BIRTHS, MARRIAGES, AND DEATHS

#### BIRTHS.

DAVIES.—On the 8th inst., at 57, Eccleston-square, the wife of Bryan Davies, Esq., barrister-at-law, of a daughter.

JONES.—On the 9th inst., at Brook Cottage, Winkfield, the wife of Richard Jephson Hardman Jones, barrister-at-law, Inner Temple, of a daughter.

KOTTE.—On the 4th inst., at Upper Norwood, Surrey, the wife of F. J. Kotte, Esq., barrister-at-law, Inner Temple, of a son.

WHITELY.—On the 13th inst., at Dulwich-common, the wife of George Criepe Whitely, barrister-at-law, of a daughter.

#### MARRIAGES.

POPE-COLSON.—On the 7th inst., at Heavitree, Horace Kewley Pope, of Lincolns, Somerset, solicitor, to Alice Mary Foot, youngest daughter of the late J. W. Colson, Esq., of 3, Baring-crescent, Heavitree, Exeter.

#### DEATHS.

COOKE.—On the 8th inst., at St. Alban's, George Cooke, solicitor, aged 81 years.

DIXON.—On the 6th inst., at Pledwick, near Wakefield, aged 80 years, Benjamin Dixon, Esq., solicitor, and for fifty years Deputy Clerk of the Peace for the West Riding of Yorkshire.

EDWARDS.—On the 6th inst., at Eltham Park, Spanish Town, Jamaica, Sir Bryan Edwards, late Chief Justice of that Island.

ELLIS.—On the 4th inst., at Cranbury, Charles Ellis, of Finsbury-court, Temple. Had held appointments under the Hon. Society of the Inner Temple for over forty years.

WHITE.—On the 10th inst., at the First Rectory-grove, Clapham, aged 77 years, Henry Hopley White, Q.C., Bench of the Middle Temple.

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Chancellor's Legal Medallist (Cambridge, 1864) of the "Law Examination Journal," and joint author of "Moxley and Whitley's Law Dictionary," takes for all Legal Examinations. Gentlemen wishing with Mr. Moxley (unless they prefer to consult letters) are requested to call at his chambers, 2, C. Lane, between the hours of 10 and 4 p.m., any except on Saturdays and during vacations.

### CITY AND COUNTY OF THE CHURCH

NOTICE IS HEREBY GIVEN, that the Quarter Sessions of the Peace for the City and of the County of Exeter, will be held at the Guildhall said City, on Monday, the first day of January, Ten o'clock in the forenoon, before Charles Pridmore, Esq., Q.C., the Recorder, at which place all persons bound by recognizance to prosecute evidence on Bills of Indictment, or that have a business to transact at the said Sessions, are required to attend.

Appeals must be entered at the Office of the Clerk of the Peace on or before Saturday, the thirtieth day of December instant.

T. J. BREMERIDGE,  
Clerk of the

Exeter, 11th Dec. 1874.

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whose pupils obtained honours at the Examination, author of "The Statute Law of Examinations," and of "The Statute Law of the INCORPORATED LAW SOCIETY," prepared for the EXAMINATIONS of the INCORPORATED LAW SOCIETY, private, or through the post. Terms moderate. As to pupils.—39, Great James-street, Bedford-row, W.

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## THE LAWYERS' ALMANAC FOR 1877.

will be sent to Subscribers to the LAW TIMES on the January.

## The Law and the Lawyers.

THE HAWKINS has accepted an invitation to dine with the tern Circuit on Tuesday, the 16th of January, 1877, ion Tavern, Aldersgate-street.

can court has arrived at a curious decision concerning of railway companies, namely, that "a railroad train red always to stop completely when a child is seen on a he facts were that a little child was on a railroad track. ured to get off, and in so doing caught its foot in the

KIL.—No 1760.

rails, and was injured by a train which might have been stopped if signalled to do so when the child was first seen. It must be a comfort to American parents to know that under such circumstances a train is, according to this decision, sometimes obliged to stop.

THE Brooklyn tragedy calls attention to the necessity for legislation for the protection of life in buildings used for public resort and amusement. A paternal Parliament regulates the carriage of explosives, the working of mines, the use of dangerous machinery in factories, and structures in the metropolis out of repair, and so on, but it has as yet done nothing to render a fearful death by fire in theatres as remote a prospect for the public as possible. To secure in every theatre ready means of egress is a very simple matter, and as we have said legislation already existing furnishes abundant precedent.

THE Court of Appeal in Bankruptcy decided on Thursday that an unregistered bill of sale gives no title to the holder who realises before the grantor files a petition for liquidation, if before the holder so realises the grantor had committed a secret act of bankruptcy. According to this decision it is not enough that the holder of an unregistered bill of sale takes actual possession before the act of bankruptcy upon which the grantor is adjudicated, if there happen to have been a prior although secret act of bankruptcy. This is to put a limitation on sects. 94 and 95 of the Bankruptcy Act 1869, which, we think, will surprise the Profession.

WE understand that it is in contemplation by London solicitors to give united expression to their sympathy with Mr. Lewis, the plaintiff in the recent action of *Lewis v. Higgins*. It is strongly felt that however desirable it may be that counsel, like judges and witnesses, should be protected against actions of slander, this protection should not be abused. A solicitor stands in a position with regard to the public quite as delicate as that which counsel holds, and it is felt that some protest should be made by the Profession against the course which was taken by Mr. HIGGINS in standing upon strict law instead of endeavouring by every means in his power to apply a salve to the wounded honour of Mr. LEWIS.

A SOLICITOR (Mr. F. J. KELLY) writes to the *Times* on the subject of practice at Judges' Chambers, but he appears to take an entirely wrong view of the cause of the delays and difficulties which he met with. He seems to have attended before the Master at an hour when counsel are taken, and he is aggrieved that counsel were then accorded precedence. Whereupon he suggests that business would be facilitated if counsel were not taken to chambers. The answer is that Mr. KELLY need not take counsel. It is a matter entirely within the control of solicitors, and for a solicitor to write to the public Press complaining that solicitors conduce to their own discomfort by taking in counsel, appears to us absurd, as solicitors are not such silly people as to act contrary to their own interests. The explanation of the letter is that Mr. KELLY was admitted in 1874, and is therefore inexperienced.

THE 9th rule of Order LVIII. under the Judicature Act 1875, provides that the time for appealing from any order or decision in the matter of the winding-up of a company under the Companies' Act of 1862, shall be the same as the time limited for appeal from an interlocutory order under rule 15, which provides that no such appeal "shall, except by special leave of the Court of Appeal be brought after the expiration of twenty-one days." An important case under the above rules came before the Court of Appeal, on the 13th inst. in *Re the National Funds Assurance Company*. This company was ordered to be wound-up in July last by the MASTER of the ROLLS. They appealed, but the appeal was dismissed on the ground that it had not been set down in proper time. On behalf of the appellants it was urged that the wording of rule 9, so far as it relates to the winding up of a company, is identical with the words of the 124th section of the Company's Act 1862. In a case upon the latter provision Lord CRANWORTH, it was said, had directed an appeal from a winding-up order to be received after the expiration of twenty-one days, intimating, at the same time, that the statutory limit of twenty-one days did not apply to an appeal from the original winding-up order. (See *Re Universal Bank*, L. Rep. 1 Ch. 428.) To this, however, Lord Justice JAMES replied that Lord CRANWORTH's order was only a direction to his own secretary to receive the petition, the whole thing being left open for argument after the petition had been received. The other decision cited in support of the appeal *Re The Anglo-Californian Gold Mining Co.* (1 D. & Sm. 628) had no direct application to the present case. The 9th rule also provides that the time for appealing from any order or decision made in the matter of any bankruptcy, or in any other matter not being an action, shall be the same—namely, twenty-one days—except by special leave of the Court of Appeal. The



urged that the latter clause could not extend to orders under the Company's Acts. The appeal was unsuccessful, and the court refused to extend the time. None of the judges had any doubt that the limit of twenty-one days applied to such appeals. Lord Justice JAMES expressed an opinion that if he had now to construe the 124th section of the Company's Act for the first time he should have no doubt that it applied to an appeal from a winding-up order. "It is difficult to conceive," said his Lordship, "any reason why such an order should be subject to a different rule from all other orders. All convenience and all justice were in favour of imposing the limitation of the time for appealing." There can be no question that upon the making of a winding-up order all the business of a company comes to a standstill, and this fact in itself is sufficient to show the necessity of requiring such a company under ordinary circumstances to allow no delay to intervene before notice of appeal is given.

THE decision of the CHIEF JUDGE IN BANKRUPTCY, in *Ex parte Tate, re Tate* (35 L. T. Rep. N. S. 531), to which we referred a short time ago, has been upheld in the Court of Appeal. It will be recollected that in this case the trustee under a liquidation petition sought to impeach the replacement of 424*l.* consols, which had been invested by the debtor in the name of his father and himself as trustees under a will. The action was impeached as being either a fraudulent preference under the 92nd section of the Bankruptcy Act 1868, or a fraudulent transfer of substantially the whole of the debtor's property. The CHIEF JUDGE decided in favour of the trustee. The question to which we wish now more particularly to draw attention is contained in the observation of Lord Justice JAMES, to the effect that when a transaction is impeached under the above section, the person in whose favour the payment is made must show the good faith of the transaction, and it does not lie upon a trustee in bankruptcy to prove that the proviso contained in the section does not apply. "The person receiving the money," said his Lordship, "must show that he took it in good faith, and that he did not know that the person paying the money was doing anything injurious to his other creditors. The burden of proof is on the person receiving the money." The importance of determining upon whom the *onus probandi* lies in any case cannot be denied. The decision of this preliminary question is frequently equivalent to the decision of the case. Hence, it cannot be too widely known that the Court of Appeal has expressly confirmed what indeed was the previous practice, namely, that in dealings challenged as being fraudulent within the 92nd section of the Bankruptcy Act, the person receiving the money must be prepared to show that he acted in good faith without notice.

No greater difficulty has arisen out of the Judicature Acts than that caused by the co-existence of so much of the old with the new practice, but after the decision in *Cruikshank v. Floating Swimming Bath Company* (L. Rep. 1 C. P. Div. 260), that the Judicature Act (sects. 56 & 57) does not prevent arbitrations being held under the Common Law Procedure Act 1854, we should have hardly thought a decision of the Court of Appeal required, as in the recent case of *Lewis v. Lewis* (35 L. T. Rep. N. S. 539), to lay down that the old practice still exists as to references to arbitration made before the Judicature Acts came into operation. In that case the order of reference was made prior to, but the award after, the Act, and it was held that the successful party was entitled to sign judgment on the award, and was not bound to set down the case on motion for judgment. Sir W. BRETT was of opinion that "the canon of construction which the court had to apply to the question, and the acts which governed it, was that the law and the administration of the law are to be preserved, and that all crotchets are to be ruthlessly swept away." The learned judge "did not at all draw back from what was laid down in *Cruikshank v. The Floating Swimming Bath Company*; but was of opinion that the suggestion made that the plaintiff should have taken certain steps [to set down the case on motion for judgment under Order XL, rule 1] was crotchety, useless, and technical." In all this we fully concur, but it may be well to call attention to the fact that until a Procedure Law Revision Act is passed, crotchety and technical objections will continue to be taken. *Apropos*, by what method of procedure, old or new, can the award of an official referee be sent back to him on the ground that it is against the weight of evidence? The rules as to moving for a new trial seem only to apply to trial before a judge. The case appears to be a *casus omisus*.

A HISTORY of the proceedings of the Divisional Court which has been sitting fitfully at Westminster, cannot fail to be interesting, however unsatisfactory and disappointing. This Court began to sit when the sittings commenced at Guildhall, the Judges being COCKBURN, C.J. and POLLOCK, B. Motions *ex parte* were then taken first, and opposed motions followed, a list being made at the end of the day. The Court next sat in the Exchequer, consisting of KELLY, C.B., CLEASBY, B. and FIELD, J., and was occupied the whole day with a single opposed motion. The next sitting

was in the Common Pleas before Lord COLERIDGE and POLLOCK. There was a disposition to take the reserved list, but the divisions are so disunited in their fusion that the right in the High Court does not know what its left is doing, and much waste of time, *ex parte* motions not in the reserved list taken. This delayed for the whole day the reserved motions, and when the list was at length called on, the motions, instead of being taken according to the rank of counsel, called on in their order, to the great surprise and consternation of those engaged. This irregularity had to be rectified the same Judges next sat, and at last, that is to say, at the 4th sitting of the Court, it was arranged that *ex parte* motions take precedence, but none should be taken unless placed in the list. This arrangement was not communicated to the LORD BARON, who next sat alone in the Exchequer, and much delay place before he was made acquainted with what may be called practice. Finally, we believe, it was settled that the list should be adhered to, unopposed motions to be taken according to rank of counsel. Why the list should not be taken with regard to the rank of counsel it is hard to understand, and we think some sensible and uniform rule will be adopted in guidance of this fluctuating tribunal.

It is a little hard on students and practitioners that they be compelled not only to read and digest the enormous mass of decided cases brought forth from day to day, but also to be acquainted with the numerous *dicta* of varying degree of importance, and of no importance at all, by which the actually decided are too frequently incumbered. It can be part of the duty of a judge to do more than explain the law on which his judgment is founded, and it must always be a mistake when, instead of concentrating his energies on the law for decision, he dissipates them by entering upon discussions or broaching opinions, or laying down general principles which are remote from, or not essential to, the matter in hand. The *dictum* of a Judge, however unfounded it may be, carries with it *pro tempore*, and until neutralised by similar official authority, a certain weight, not perhaps of being defined with precision, but a weight nevertheless which is extremely likely to encourage a hopeless and unnecessary litigation. As an illustration of our remarks we will take the case of Sir R. MALINS in the case of *Gowan v. Broughton* (31 L. T. Rep. 533; L. Rep. 19 Eq. 77), that a lapsed share of residuary personal property must exonerate the other shares from debts and legacies, which was strongly commented on in the LAW TIMES, vol. 1, 280, Feb. 20, 1875, where it was said that the legatee of a residuary share would be grossly misguided if he endeavoured to take more than a rateable proportion of the testator's debts next of kin claiming any share by lapse. In the case of *Ty v. Helyar*, before the Master of the Rolls, on the 6th inst., a question arose whether the costs of an administration suit must be borne primarily by a lapsed share of residuary personal property. Sir G. JESSEL expressly dissenting from the *dictum* of Sir R. MALINS, V.C., in *Gowan v. Broughton*, held that the costs of an administration suit must be borne by the general residuary estate, and not by the lapsed share primarily.

#### AGENCY.—LIABILITY OF AGENT FOR NEGLIGENCE EFFECT OF PAROL EVIDENCE IN VARYING PRIMA FACIE LIABILITY ON WRITTEN INSTRUMENT.

THERE is no doubt at all in principle that an agent as such, contracting as agent and not as principal, makes a contract from the very nature of things between his principal and other contracting party, and incurs no personal liability on the contract himself. Consequently when a contract is made, says, "Sold to A. B." or "Sold to my principals," and the agent signs himself as "broker," he does not make himself liable either purchaser or seller of the goods, he is simply the maker of the contract. On the other hand it is equally clear that the rule of law laid down in the case of *Higgins v. Senior* (8 M. & W. 834), is perfectly correct, namely, that where the agent is a purchaser, though really making the contract between his principals, chooses to make the contract in writing in a form which he declares himself to be the contracting party, he is liable, says, "I am to be liable." (See per Hill, J., in *Deane v. Gregory*, 2 E. & E. 607.) Then there is another class of cases in which an agent who enters into a written contract as agent for an undisclosed principal may be made personally liable upon the contract upon the evidence of a custom recognising such liability.

In *Humphrey v. Dale* (7 E. & B. 277, affirmed E. B. & E. 185) an action was brought to recover damages for the non-delivery of a quantity of linseed oil. The defendants were employed by the plaintiff's brokers, T. and M., to sell the oil in question. Being also employed by S. to buy oil, they signed a note following terms: "Sold this day for Messrs. T. and M., as to our principal, ten tons of linseed oil. . . . Quarter per brokerage to C. D. (the defendants)." They did not disclose the name of their principal at the time of the sale.

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

became insolvent without having accepted the oil. The plaintiff then brought an action against the defendants, as principals, setting up at the trial a custom in the trade that brokers purchased without disclosing the name of their principal, they were themselves liable to be looked on as the principals. The Court of Queen's Bench decided that evidence of a custom might be given as not being inconsistent, and a decision was afterwards upheld by the Court of Exchequer, *Barons Martin and Channell*, and Mr. Justice Willes dissenting.

The case of *Fleet v. Murton* (26 L. T. Rep. N. S. 181; L. Rep. B. 126) decided in 1871, is directly in point as an authority in support of the proposition that an agent who contracts on undisclosed principal may be rendered personally liable in parol evidence of custom. This was an action for the acceptance of a quantity of raisins. At the trial before Justice Blackburn, it appeared that the defendants who were London fruit-brokers were employed by the plaintiffs to sell fruit for them. They gave the latter the following note: "We have this day sold for your account to our principal tons of raisins. Signed M. and W. brokers (the defendants). This was dated 30th Oct. 1869. The defendants' principal accepted part of the fruit, but, becoming embarrassed, refused to accept the rest. The defendants thereupon wrote, on the 10th Dec., to the plaintiffs informing them that Mr. P. (the principal) was the buyer under the above contract, and that he refused to accept the remainder of the raisins. The plaintiffs replied that they knew nothing of P., and sued the defendants as principals. Evidence was given on behalf of the plaintiffs that in the London trade, if the brokers do not name their principal in the contract note itself, the brokers are held personally responsible for the contract. Evidence was also given of a similar custom in the London colonial market. The learned judge received both evidence of evidence, and the jury having found that the custom was proved, a verdict was entered for the plaintiffs. A rule was obtained to enter a verdict for the defendants or to set aside the verdict, as it was argued on their behalf that the custom contradicted the contract, and that the evidence of the custom in the London trade was not admissible, as there was no proof that the two cases were in any way analogous as in *Noble v. Kennoway* (2 Dougl. 673). The rule was discharged. Chief Justice Cockburn agreed with *Justice Fenton* (22 L. T. Rep. N. S. 373; L. Rep. 5 Ex. 169), but added "Where a party contracts as agent there would not, independently of some further bargain, be any liability on him as principal; yet if a man, though professing on the face of the contract to contract as agent for another, and to bind his principal only and not himself, chooses to qualify that contract by saying that he will make himself liable, though he is contracting for another, and giving to another rights under the contract, he will incur the same liability as his principal." Mr. Justice Blackburn suggested that the right way to declare in a case like this would be by a count analogous to a count on a *del credere* commission, at the same time he agreed that he agreed that the evidence of the custom was admissible not so much from a conviction as upon the authority of *Humphrey v. sup.*)

The case of *Murton* was followed in 1873 by what must be considered as a much stronger case. In *Hutchinson v. Tatham* (L. Rep. B. 482), the action was brought on a charter-party, which was expressed to be made between the plaintiffs and the defendants "as agents to merchants," the defendants signing "as agents to merchants." At the trial it was proved that in making the charter-party they had acted as agents for L., and were obliged to do so; but evidence of a trade usage was admitted to the effect that if the plaintiff's name is not disclosed within a reasonable time after the signing of the charter-party, the broker is personally liable. The Court of Common Pleas held that evidence was admissible, on the authority of *Humphrey v. Dale* and *Fleet v. Murton*. "It does seem a strong thing," said Mr. Justice Brett, "when a person expressly says to another in a contract document, that he is not contracting with him as principal, but signing that writing states the same thing again, to hold that he can be any evidence, and afterwards be established that he is not as agent but as principal. . . . So strong do I consider the terms of the contract in this respect, taking the terms in the contract and the signature together, that were evidence offered to that from the beginning the defendants were liable as principals, I should be prepared not to admit it; but the cases have gone very far lately as to the admissibility of evidence of custom." The evidence of custom that is inadmissible must be evidence of something inconsistent and irreconcilable with the contract.

In respect to the admissibility of parol evidence to vary an agent's *prima facie* liability upon a written contract, it may be said that an agent may show by parol evidence:

That although a written instrument purporting to be a contract has been signed by himself and the other contracting party, it was not their intention in signing that it should operate as a contract: (See *Rogers v. Hadley*, 2 H. & C. 249.)

(2.) That although he has apparently signed a written contract as principal, he in fact signed as agent for a third party, and that the plaintiff verbally agreed that he should not be responsible as principal: (*Wake v. Harrop*, 30 L. J. 273, Ex., affirmed 31 Ib. 451).

(3.) That he entered into the contract through duress, mistake, or fraud.

These exceptions to the general rule that a party may be added but not discharged by parol evidence, are in truth not exceptions at all for the reasons stated by the Lord Chief Baron: (*Davis v. Symonds*, *infra*).

The first question only will be dwelt upon here; the second has already been examined, whilst the third belongs rather to the general law of contracts than to that of agency.

It may then be laid down as a rule that an agent may show by parol evidence that although a written instrument purporting to be a contract has been signed by himself and the other contracting party, it was not their intention in signing that it should operate as a contract, and that the real contract was in writing. This is a distinction from the general rule that although parol evidence, which goes substantially to alter a written agreement cannot be received, yet collateral circumstances may be proved by parol as a defence. Thus duress, fraud, and circumvention may be proved by parol, for although they affect the validity of the agreement, they do not vary it. (See Sugden's Vendors and Purchasers, p. 159, 14th edit.). The principle has been thus stated by Baron Bramwell in *Rogers v. Hadley* (2 H. & C. 249): "Where the parties to an agreement have professed to set down their agreement in writing, they cannot add to it, or subtract from it, or vary it in any way by parol evidence; otherwise they would defeat that which was their primary intention in committing it to writing. But where at the time when a document, which is apparently an agreement was signed, the parties expressly stated that they did not intend it to be a record of any agreement between them, though this is a conclusion of fact which a jury should adopt with extreme reluctance, the parties would not in such a case be bound by the document. Whether the signature is or is not the result of a mistake is immaterial. The reasoning proceeds on this ground, that the parties never intended that the document should contain the terms of an agreement between them." (See *Pym v. Campbell*, *infra*.)

In *Davis v. Symonds* (1 Cox Ch. Ca. 402), 1787, which though not a question in agency bears directly upon the question, a bill was brought to compel the specific performance of an agreement by which the defendants, S. H. and O., agreed in consideration of 800l. to convey certain premises to the plaintiff and H., H. being a joint contractor with the plaintiff Orwell as one of the defendants. The contract was made with S.; O. was a mortgagee under H. The latter had taken a conveyance from S. to himself. The plaintiff alleged that this had been done in breach of the agreement, and that O. took under H. with notice of the plaintiff's right, and, therefore, could not affect the plaintiff's interest. The material defence was that though the agreement purported to be an agreement by which H. and D. were to be joint purchasers of the estate for a sum of money to be advanced by them jointly, yet that the real meaning of it was that H. should be the purchaser, and D. was only to have some interest in the premises by way of security for such part of the purchase money as he should advance for H. The defendants, therefore, contended that these facts might be proved by parol evidence, and the court held that they might do so. "At Nisi Prius," said the Lord Chief Baron, "when an agreement is spoken of, the first question always asked is whether the agreement is in writing, if so, there is an end of all parol evidence, for when parties express their meaning with solemnity, this is very proper to be taken as their final sense of the argument [of agreement]. . . . In this way only is the Statute of Frauds material for the foundation and bottom of the objection is in the general rules of evidence. I take this rule to apply in every case where the question is, what is the agreement? And this rule applies no further than this precise question; for as often as the question is, what were the collateral circumstances attending the agreement? so often may such collateral circumstances be proved by parol evidence. There is no law which says such collateral circumstances may not be proved by parol evidence. If any of the collateral circumstances are reduced into writing, then the same rule applies to them as to the original agreement; but if not, both at law and in equity such collateral circumstances may be proved by parol."

*Rogers v. Hadley* (2 H. & C. 227), decided in 1863, affords a good illustration of the principle under examination, although the action was brought not against an agent, but by a person who professed to act as agent. The plaintiff sued upon what purported to be a written contract, in which he, as C.'s agent, sold a quantity of bark to the defendants at a price to be subsequently ascertained by C. in a manner agreed on. At the trial it appeared that the plaintiff induced the defendants to sign a bought note, which described the plaintiff as the seller at an ascertained price per ton, by representing that this price was nominal, and that as the defendants were dealing with the Crown, whose officer C. was, they would incur no risk. A day was fixed by the note on which a deposit of 20 per cent. was to be paid.

The plaintiff had in fact bought the bark from C. by verbal contract, but had not paid for it. Before the deposit was paid, the plaintiff sent the defendants an invoice on the basis of the terms mentioned in the bought note, and requested them to pay the deposit to C. They did so. The plaintiff afterwards treated the sale as a sale by himself as principal, at the price in the bought and sold notes, and the Court of Exchequer held that parol evidence was admissible to show that the bought and sold notes did not really contain the contract between the parties.

In an earlier case (*Pym v. Campbell*, 6 El. & Bl. 370; 25 L. J. 277, Q. B.) it had been decided that parol evidence is admissible to show that when a document, apparently a written agreement, was signed without any intention of making a present contract, but that it was to be conditional upon the happening of an event which had not occurred.

The result of the authorities is, then, that an agent cannot, any more than any other contracting party, give evidence to vary the terms of a written agreement; but he, like any other contracting party, may give evidence to show that the written agreement contains no contract.

#### ASSURANCES OF LAND LIMITED TO MARRIED WOMEN FOR THEIR SEPARATE USE.

SOME months ago a question was asked in our "Notes and Queries" column as to the proper mode of conveyance of the freeholds of married women, limited to their separate use, and on the 11th ult. a question was similarly raised as to leaseholds, and, as our readers may remember, the answers which were given to both questions were far from satisfactory to the querists. Now that the principle of separate use is so frequently adopted, it may interest our readers if we shortly discuss the subjects of both questions. First, then, as to the freeholds. It is undoubted that when freeholds are vested in a married woman otherwise than for her separate use, a valid conveyance of them can only be made by her by deed, with the concurrence of the husband, and such deed must be acknowledged by the woman—the concurrence of the husband being necessary to protect his interest, and the acknowledgment by the wife being necessary to prevent her from being unduly influenced by the husband. Separate use is entirely a creature of equity courts, and until recently was not even acknowledged in common law courts as having an existence, so that, as regards the legal estate, it made no difference in a court of law whether the freeholds were limited to the wife for her separate use or otherwise, and courts of equity so far followed the law as to admit the decision of the common law courts to be the correct one, even when the married woman's estate in freeholds was equitable only; but when the estate was limited for the woman's separate use the equity courts further held that the husband was simply a trustee for the wife and her assigns of any legal estate which might be vested in him, and if necessary compelled him, as they would any other trustee, to concur in the conveyance of the legal estate to the person, other than his wife, for the time being entitled to it. That a woman, without her husband's concurrence, can dispose of, by deed or will, the whole equitable estate given to her for her separate use, so as to deprive her heirs of the property, is definitely settled (*Lechmere v. Brothridge*, 32 L. J. Rep. N. S. 577; *Pride v. Bubb*, L. Rep. 7 Ch. 64; *Hall v. Waterhouse*, 12 L. T. Rep. N. S. 297); but in case of no disposition by the wife the husband is entitled to an estate by the curtesy, as if the separate use clause had not existed (*Appleton v. Rowley*, L. Rep. 3, Eq. 139.) It seems to us that in a court of law, irrespective of any effect which may be given to a recent Act of Parliament, to which we shall presently refer, the legal estate can only be conveyed in the manner pointed out by the Abolition of Fines and Recoveries Act.

As to the leaseholds. In a court of law a husband has full power during coverture to dispose of the wife's leaseholds without her consent, whether they be in possession or in reversion, except they cannot possibly fall into possession during the coverture by being limited to her after his death (*Duberley v. Day*, 22 L. J. N. S. 99, Eq.); so that it would seem that an assignment by the husband is necessary as regards the legal estate, and an assignment by the wife is necessary as regards the equitable estate, but as her interest is vested in her for her separate use, no acknowledgment of the assignment by her appears to be requisite. If an equitable interest in leaseholds belongs to the wife, otherwise than for her separate use, her concurrence with the husband is necessary, and the assignment must be acknowledged by her: (*Donne v. Hart*, 1 L. J., N. S., 57, Ch.)

The Judicature Act 1873 directs the Common Law Divisions of the Supreme Court to give effect to old equity principles, and to adopt the rules of the old Chancery courts (sects. 24 & 25); but we believe we have before pointed out the outside limit to which such courts would go, and we are not aware of any rule to the effect that a married woman can alone convey the legal estate in freeholds or leaseholds given to her for her separate use, so that it seems to us that the former rules of both courts will still have to be followed, and in the face of the Abolition of Fines and Recoveries Act, we cannot think that, without

further legislation, the courts will think proper to make alteration in the principles governing the question.

In answer to the former question, a reply was given by our correspondents, suggesting that sect. 6 of the Real Property Vendors and Purchasers Act 1874 (37 & 38 Vict. c. 78) might be made use of. This section runs as follows:—"When any land or copyhold hereditament shall be vested in a married woman as a bare trustee, she may convey or surrender the same as if she were a *feme sole*." The scheme suggested was as follows:—A married woman was first to convey her equitable estate, being of the nature of separate estate, she clearly had a right to do without the concurrence of her husband, and without acknowledging the deed. After this conveyance, our correspondents contended that as regards the legal estate, it was vested in a married woman as a bare trustee, and consequently she was, by the section above-mentioned of the Real Property Vendors and Purchasers Act, empowered to convey it without the concurrence of her husband, and that a simple conveyance by her, with the sake of saving expense, might be by endorsement of the former conveyance, would pass the legal estate. Several questions arise upon the meaning of the section. What is the meaning of the words "vested in a married woman"? What is a trustee?

In whom do the freeholds of a married woman vest? In law trusts were practically ignored, so that freeholds vested in a married woman as trustee would in those courts be treated exactly in the same manner as if they were the absolute property of the wife. Mr. Joshua Williams, in his book on Real Property, says:—"By the act of marriage the husband and wife become in law one person, and so continue during the coverture or until the wife is, as it were, merged in her husband. Accordingly, the husband is entitled to the whole of the rents and profits which may arise from his wife's lands, and acquires a freehold therein during the continuance of the coverture." Under former practice it was unnecessary for the wife to join in the deed upon which a release of the wife's freeholds was grounded, as it is clear a husband had at law, and still has, a legal estate in the coverture. That being so, what meaning can be attached to the words, "vested in a married woman"? The section of the Act does not refer to an estate in a freehold hereditament, but to the hereditament itself, that is, either a hereditament, held in fee simple, or for a smaller estate, and contemplating the whole of such estate is held by the married woman, or estate or interest is vested in her husband. The husband, ever, seems at law to have a legal estate in all hereditaments vested in the wife, so that the section must have one of two meanings—the first being that the married woman may dispose of a curtailed estate vested in her as if she were a *feme sole*, without the necessity of an acknowledgment, the husband being a necessary party to the extent of the legal estate, which ordinarily devolves upon him in respect of his wife's freehold; the second and more rational construction being that the wife may absolutely dispose of the hereditament itself as if she had had a husband. This second construction quite favours the intention of our correspondent, provided under the circumstances the married woman can be considered a "bare trustee," meaning of which phrase we must now consider.

What is a "bare trustee"? The plain meaning appears to be—a trustee without any active duties to perform in respect of the estate of which he or she is a trustee, so that he or she is liable at any time to be called upon in a court of equity to transfer of the estate vested in him or her to the person beneficially entitled to it; as, for instance, the heir or devisee of mortgaged estates of a mortgagee after the mortgage debt has been paid to the executors or administrators of the mortgagee or the grantee for the absolute benefit of a person where such grantee has no duties to perform, as in the case of freeholds are limited unto and to the use of A. and her heirs, trust for B. and his or her heirs.

Now let us see how the scheme of our correspondent works. An estate in fee is limited to a married woman for her separate use. In equity the married woman can, without the concurrence of her husband, dispose of such estate in fee, but cannot convey the legal estate except in the manner pointed out by the Abolition of Fines and Recoveries Act. At common law the husband is considered to have a freehold estate commencing with the coverture, but in equity he is considered to be a trustee of that estate for his wife and her assigns. If she by deed disposes of the beneficial estate in fee, she in her turn becomes a trustee of the legal estate for the assign. After the conveyance by the wife alone what is the position of affairs? A legal estate during the coverture is vested in the husband, and, as thereto, the whole of the legal estate is vested in the wife. Does the case differ from one in which the wife is a trustee? In the first instance? The husband's estate is in law exactly the same, and in equity he was in both cases considered to have no estate at all. If, therefore, the words "vested in a married woman" have their rational meaning, that is, the second meaning, we have before given to them, we think the scheme practicable. Now that all the courts are to adopt the principles of the equity courts, it seems a pity that the law relating to

so far as it affects land, should not be placed upon a better footing, and we would suggest that this can easily be done by an Act of Parliament, which would provide that "where any hereditament or tenement becomes vested in a *feme covert* for separate use, she alone, without the concurrence of her husband, shall be competent to convey or assign the same without necessity of any acknowledgment by her of the deed of conveyance or assignment, and she shall also be competent to convey of the same hereditament or tenement by will as if she had never been married." It would of course be proper to add a proviso to the effect that in case of no disposition by deed during the right, if any, of the husband to an estate by the wife should not be affected by that legislation.

Now the above was written "A Subscriber," in our issue of Saturday week, has raised a question bearing upon one of the points above considered. His case was as follows:—"A *feme covert* lends money on security of a mortgage in fee to her; she afterwards marries, and subsequently to her marriage she, about a month ago, received of the mortgagor the amount of principal and interest due on the mortgage. The mortgagor now calls for a receipt. Is she a 'bare trustee' within the meaning of sect. 2 and 3 of the Mortgage and Purchase Act 1874, so as to be empowered to receive without the concurrence of her husband and acknowledgment?" We presume that the money was paid with the concurrence of the husband.

Assuming the definition we have before given to the words "bare trustee" to be the correct one, we have no hesitation in saying that in the case put the married woman is within the letter and spirit of the Act, and can re-convey without the concurrence of her husband, and without the necessity of any acknowledgment.

The object of the Act would seem to be the saving of the expense of the concurrence of the husband and of the acknowledgment by wife in those cases where the reasons, as before stated, for the concurrence and acknowledgment are wanting.

The reason for the concurrence and acknowledgment being wanting, then we think that a good reason exists for legislation to dispense with such concurrence and acknowledgment. Let us take but one instance. A married woman, who is a trustee for real estate, cannot be considered a "bare trustee," as she has active duties to perform; yet why should the estate of which she is a trustee, and in which she is probably not beneficially interested, be saddled with useless expense? Her appointment as trustee being in consequence of her personal fitness, irrespective of any qualifications of her husband.

### LAW LIBRARY.

*First Platform of International Law.* By Sir ED. CREASY.  
London: Van Voorst.

It rises upon International Law may be either purely historical or explanatory of rules and principles. Treatises of the latter again may be of almost any degree of completeness from that of a mere sketch to that of an elaborate treatise. We shall find Sir Edward give in his own words the position he means his treatise to occupy. "It does not profess," he writes "to be such a full and elaborate treatise on International Law, that the student who has become familiar with its contents may consider himself master of the subject; but on the other hand I think that it is something more than a preliminary sketch discarded by the advanced student. It is meant to lay a sound foundation and a duly arranged framework, which much must be added from further materials and architects, but which will facilitate the acquisition, by orderly grouping, the perception, the retention, and the employment of continually increasing stores of knowledge; and, all, I earnestly hope that it will serve to teach principles. In order to carry out this purpose, and lay the foundation of knowledge forth, the subject is distributed into twelve chapters, which are considered:—Definitions; The Distinction between Natural Law and Positive Law; Moral International Law; Utilitarianism as a test of International Law; International Positive Law; Retrospective International Positive Law, its Proofs and Authorities; Positive Law; The State; Perfect Rights of States; Conflicts of International Rights; War, and the Obligations and Rights arising out of Warfare; Rights and Duties between the Belligerents; and Liabilities arising out of a state of Warfare with regard to neutrals. There are in addition epilogomena upon the privilege of public ships in foreign ports, and on sheltering fugitives; and a short summary of Lord Palmerston's views upon the question of arbitration. The questions that arise between nations may be conveniently distributed under two general heads, peace and war. This division is so obviously founded upon common sense, that we think the author would have done better to have retained that division instead of distributing the subject-matter as he has done into a number of unconnected chapters. We said that such an objection is trivial, we reply that method is a legal writer what style is to any other, and that the

objection is worthy of consideration if only for that reason. If Sir Ed. Creasy hopes that his work will be a platform for future superstructures, no amount of care expended in the proper distribution of the timber of which the platform is composed should be considered as expended to no purpose.

Having said so much with respect to the scope of the work and of its divisions which, after all, may be easily changed or remodelled, we must say that we think the author is worthy of praise for the clearness of his style and his general consistency, and applying the principle of utility as the test of International Law. Without discussing with Sir Edward whether man has or has not an innate moral sense (see page 49) the solution of such a question, if a satisfactory solution will ever be discovered belonging rather to the metaphysician than to the lawyer, we are at one with him in accepting utilitarianism as the "best practical test and standard of 'reasoned truth' in questions of International Law." We have said that the author shows consistency in applying this test. As an instance may be quoted his remarks upon the result of the Geneva Arbitration at page 191, where he says, "I believe the arguments on this subject brought forward by Sir Alexander Cockburn to preponderate greatly over what has been said by the eminent jurists who differed from him. At the same time I may state that according to the principles of Utilitarianism . . . it will be practically best to follow the course evidently preferred by Mr. Adams, and to give notice of denial of the privileges of extraterritoriality to all War ships of the character which the opinion of the great majority of the members of the Geneva Tribunals (if not all of them) ascribed to the Alabama." This is perhaps rather confusing, as it seems to imply that the test applied to the reasoning differs from that actually employed by the author in determining upon the merits of the case. The test ultimately adopted is nevertheless that afforded by utilitarianism. In conclusion we may say that Sir Edward Creasy has practically attained his object and produced a work upon international law which, without professing to be a full and exhaustive treatise, contains the materials for a good foundation of a knowledge of that law.

*A Concise Treatise on the Construction of Wills.* By H. S. THEOBALD, Barrister-at-Law. London: Stevens and Sons.

WHENEVER we find an author endeavouring to compress the vast bulk of our case law, we are at once prepossessed in his favour. "My object," says Mr. Theobald, "has been to produce something more compendious than Jarman's classical work, the scheme of which, involving the statement of cases at length, would now be very cumbersome, in consequence of the large accumulation of cases since the last edition of his work; and, on the other hand, something more detailed and elaborate than Mr. Vaughan Hawkins's useful little book." The task of extracting rules from the dicta of judges is one of excessive difficulty, and in the case of wills, the facts and phraseology of which are so rarely exactly like those in previous cases, the danger of attempting to generalise is very great. We, however, are confident that the law will never be based upon plain and intelligible principles unless this danger is courted and braved by lawyers who have sufficient strength of mind and intellectual capacity to become authors, and assume a quasi-judicial functions.

We cannot go quite so far as to say that Mr. Theobald has assumed a position of a master, bending the cases to his will and seeking like a discoverer for terra firma of his own amidst the shifting sands of judge-made law. He does not venture to take a step without a case to back him up, and his work induces the suspicion that instead of doing what a skilful novelist or dramatist always does, that is to say settling his plot beforehand, he has moulded his treatise as he step by step extracted light from the cases. And he admits in his preface the guidance of the old text writers, thereby showing that he has lacked that independence of action which alone gives strength to the codifier.

Mr. Theobald, therefore, cannot be placed among the very few who have attempted to walk in the paths of legal principles without the assistance of judicial crutches. He has done no more than to dispense with elaborate statements of the facts of the cases, and his arrangement being good, and his statement of the effect of the decisions being clear, his work cannot fail to be of practical utility, and as such we can commend it to the attention of the Profession.

### NEW EDITIONS.

WE welcome the third edition of Mr. Robson's *Law and Practice in Bankruptcy* (London: Butterworths). No alteration has been made in the scheme of the book, and none was required. The author does not pretend to have done more than revise the text and index, and note up the cases. We have already expressed a high opinion of the work, which has been confirmed by frequent reference to its pages.

Mr. Purkis sends us the third edition of his *Student's Guide to Chitty on Contracts, Williams on Real Property, and Hall's Outlines of Equity*. (London: Wm. Amer.) It affords a pleasant *vade mecum* for articled clerks.



## SOLICITORS' JOURNAL.

In another column we publish a report of the second annual general meeting of the Legal Practitioners' Society, held in the hall of the Honourable Society of Clement's-inn, Strand. We understand that the meeting was not largely attended, owing, no doubt, to the inconvenient hour for which it was called, which prevented solicitors who live out of town from being present. Judging by the report, however, the meeting seems to have been a decided success. Almost every grievance which of late years has been commented upon in our columns seems to have been referred to and considered. Perhaps the subject most frequently referred to by speakers, was that of a freer interchange between the two branches of the Profession, and we entirely concur in the arguments of Mr. Symonds, of Dorchester, and Mr. Whale, of Greenwich, as reported elsewhere, upon this subject. As is well known, this society introduced two clauses into their Bill of last session, aiming at a solution of this constantly-recurring question. The proposal, as so framed, was not, however, seriously debated by the House, and when the time comes it is impossible to doubt but that any such proposed reform will meet with opposition from certain members of the Bar. We can but admire the energetic action of this young society, but we should almost prefer that a question of this character should be dealt with, as far as solicitors are concerned, through the agency of the Incorporated Law Society. There are some who say the latter society has passed a resolution on the subject, and are not likely to do anything more. We have a much better opinion of the council of the chief society than to suppose that they would feel it consistent with their duty to stop short with a simple resolution on such a question. The so-called accountants, law agents, and others who encroach upon the Profession, and some of whom even express to country solicitors their readiness to undertake town agency, came in for well merited censure at the meeting. Perhaps the work and usefulness of this society was best urged by Mr. A. F. Vaughan, of Stockport, at Monday's meeting, when he pointed out the deterrent effect which it had had throughout the country upon accountants, estate agents, auctioneers, and others who now hesitated to trade upon the Profession, being aware that they are much more closely watched than hitherto. We are convinced—and we are in a position to form a pretty accurate opinion on the point—that the labours and the published reports and circulars of the society have exercised a most beneficial influence in the direction of deterring those who live by their encroachments upon the profession, and have, moreover, warned many men from entering upon a similar mode of living, who would otherwise have done so without the least compunction. "Prevention is better than cure," and, although we do not wish to depreciate the curative effect of the work of the society in this particular direction, yet we feel that its chief good has been in the direction of preventing a large accession to the ranks of would-be lawyers, who, under the cloak of a variety of names, will no doubt continue to hover round the skirts of the Profession. We published the interesting annual report of the Special Parliamentary Committee of this society in our issue of the 2nd inst., and the annual report of the honorary secretary (Mr. Chas. Ford) in our last issue. This report is certainly also full of interest to solicitors, and appears to constitute a *resumé* of all the many important questions which have agitated the different sections of the Profession during the past twelvemonth. Although the society suffers a loss in the retirement of Mr. W. T. Charley, M.P., as president, yet we congratulate it upon securing the services of Mr. William Gordon, M.P. (solicitor), as his successor.

In another column we publish a report of the last annual meeting of the Denbighshire and Flintshire Law Association. We congratulate this society on securing the valuable services of a member of Parliament (Mr. Ellis Eytton), as president for the ensuing year. The appointment of a special committee to watch over the course of legislation, in the interests of the Profession, is a step which we should like to see all country law societies adopt. This is one of those societies which has joined the Legal Practitioners' Society.

We regret to hear of the painfully sudden but accidental death of Mr. Park Nelson, a member of the well-known firm of Park and W. B. Nelson, who until within the last two years carried on a most extensive practice at No. 11, Essex-street, Strand

London. On the retirement of Mr. W. B. Nelson, the brother of the deceased gentleman, Mr. Park Nelson took into partnership Mr. J. J. Morgan. The deceased was admitted in Michaelmas Term, 1825. He was for many years, and up to the time of his death, a valued member of the council of the Incorporated Law Society, and the learned gentleman filled the office of president of the society in 1873. Mr. Nelson was the solicitor to the Honourable Society of the Middle Temple, and sometimes acted as solicitor for the Treasury in common law matters. His death creates a vacancy in the council of the Incorporated Law Society, which we suppose will not be filled up before the next annual election. The office of solicitor to the Honourable Society of the Middle Temple also becomes vacant. A further notice will appear in our Obituary column. Mr. Park Nelson was a staunch supporter of his own profession.

We have received numerous inquiries as to what may now be considered proper charges to be made by a solicitor employed as agent of another solicitor for the simple purpose of effecting service of a writ. We therefore give below a note of the proper charges in such a case. This does not, of course, apply to the case of an action under the Bills of Exchange Act. In the case of substituted service, three attendances on defendant are usually allowed 3s. 4d. for each attendance; copy writ (if made by agent) for every folio beyond two, 4d.; service thereof, 5s. (if more than one attendance to effect service, a further sum in the discretion of the Master for each attendance; and if more than two miles 1s. for each mile beyond); letter advising service, 3s. 6d.; affidavit of service, 5s.; oath, 1s. 6d.; letter therewith, 3s. 6d. The practice at Chambers now is to allow 1s. for copy writ without regard to its length. It will, therefore, be seen that these charges remain almost the same as before the Judicature Acts came into operation.

On a motion for a new trial on Wednesday last, in the Probate, Divorce, and Admiralty Division, Sir James Hannen is reported to have said:—"I wish I knew of any power of restraining counsel from advancing arguments irrelevant to the issue, which had a tendency to prejudice the minds of the jury." Some very grave considerations are raised by this observation. Surely it is not creditable to counsel that they should deliberately resort to false arguments in order to subvert the legitimate ends of justice. Surely, if counsel is observed by a judge to be urging irrelevant matter upon a jury, in order to prejudice the minds of the jury in favour of his client, the judge would only be performing his duty by at once directing the jury that such issues were irrelevant, and must not be further urged upon the jury.

MR. H. WALKER, the learned Registrar of the Southampton County Court, has, we understand, been appointed Registrar of the Manchester District Registry of the High Court of Justice. Mr. Walker was admitted in Trinity Term 1867, and was also Registrar of the District Registry at Southampton. The new office which Mr. Walker is about to undertake, is one of great responsibility, which by virtue of the operation of the Judicature Acts must necessarily increase in importance from year to year.

A FIRM of country solicitors forward to us the following notice received by a client of theirs:—

Post-office orders must be made payable at the Post-office, Queen-street, Cheapside, to O. Goodrick and Co., and a stamp sent for receipt.

Last application. (Some kind of arms, with the motto *Domine dirige nos*.) 88, Cheapside, London, E.C. 4. Plaintiff, v. defendant.

Sir,—Take notice that unless the amount due as above, together with 5s., our charges, is forwarded to this office on or before Monday next, the 29th inst., we shall proceed against you without further notice.

O. GOODRICK AND CO.

Dated this 20th day of Nov. 1875.

This company had better lose no time in carefully considering the opinion of counsel, recently taken by the Society of Accountants. The use of the letter "v.," signifying "versus," and the words "we shall proceed," &c., would make a strong case under the Act of 1874.

OUR readers will remember the agitation that followed the *Alberta-Mistletoe* collision in the Solent, in regard to Mr. E. J. Harvey, solicitor, Portsea, being the coroner who held one of the inquests, and being the Admiralty agent at Portsmouth also. The learned gentleman has resigned the office of coroner for South Hants, and Mr. Edgar Goble, solicitor, Fareham, has been elected in Mr. Harvey's place without opposition. Mr. Goble was admitted in Michaelmas Term 1859.

## SPECIMEN DIGEST OF THE LAW SOLICITORS OF THE SUPREME COURT

(Continued from page 114.)

## ARTICLE 16.

LOSS OR DESTRUCTION OF THE ART. When the original articles are lost (a), or destroyed by fire (c), a copy of the articles may be enrolled.

(a) 2 & 3 Vict. c. 33, s. 9; *Ex parte B. & A.*, 610.

(b) *Ex parte Nash*, 5 M. & G. 698.

(c) *Ex parte Briggs*, 1 D. & L. 94.

## ARTICLE 17.

ARTICLES SHOULD BE FOR AT LEAST AS PRESCRIBED BY LAW.

The contract should be at least for period determinable on actual service required term, is valid in form.

## Illustrations.

1. A, having successfully passed the middle examinations of Oxford and Cambridge (which included in the regulations of the judges) was for a term of four years. He duly served but the articles were held to be invalid, and refused to permit him, upon entering articles, to have the advantage of his previous service under the former articles: *James*, 22 L. T. Rep. N. S. 900, Q. B.

Where a clerk has served two years articles and then ceased to serve any longer articles expired, and he then desired to fresh articles and obtain the previous court to such two years' service being the period of service under the new articles court refused consent, leaving it open, to him to apply to have such period computed should have served a sufficient time and articles: (*Ex parte Trenchard*), 21 L. T. Rep.

2. Where a clerk who had served for five years articles for five years, the court held: entitled to be admitted at the end of the under 23 & 24 Vict. c. 127, s. 4: (*Re Sherry*), Q. B. 164; 37 L. J. 83, Q. B.

## Note 1.

The provisions for the filing of the affidavits of enrolment and registration of the contract c. 73, s. 8, are not merely for the purpose of revenue, but also for assisting and securing the persons who are to be solicitors of the Court. Hence it is not enough that the articles are satisfied, but the courts also must be satisfied that the other objects of the statute are not frustrated. See *Per Curiam*, in *Ex parte B. & A.*, 9 N. S. 516.

## Note 2.

It is now a rule that before granting an order for the service of a clerk under an unexpired term, the clerk under unexpired term may be computed from their date, and the time of enrolment the court will require an application to be given to the Incorporated Society, in order that an opportunity may of investigating the truth of the state which the application is founded: *Ex parte Blades*, 44 L. J. 115, C. P.; 33 N. S. 33.

## ARTICLE 18.

ON THE RETURN OF THE PREMIUM (SUBMITTED.)

A part of the premium, proportionate to the unexpired term, will be ordered to be returned by a solicitor or his representative—

(a) Whenever the solicitor has been to fulfil his contract, whether by bankruptcy or upon the happening of the events enumerated in c. 77, ss. 5 and 13, as entitled to be discharged.

See Chitty's Practice, vol. i. 46.

(b) Whenever the solicitor refuses the contract.

## Note.

Whether it is material that such refusal be the misconduct of the clerk is not free from doubt.

(c) When, on the other hand, the solicitor is willing to carry out his contract, but the clerk is unwilling to carry out his part, behalf of the latter for a refund of premium, or of any portion of the premium.

## Note.

The practice when a claim for the return of premium is made.—The application is made whereupon, if the application is *enim* matter is referred to the Master to determine the amount should, under the particular circumstances, be returned.

## Illustrations.

(a) 1. A clerk was articulated to one of two who were in partnership. The master two months of the execution of the premium had been placed to the ship account. The surviving partner articulated clerk, and was thereafter take another. A part of the premium ordered to be returned: (*Ex parte C. & C.*, 691; *Ex parte Bennett*, W. W. & C. 691.)

2. So where a solicitor who was not ship died before the articles expired equity ordered the payment of part premium out of the assets of the deceased: *Tobson*, 19 L. J. 441, Ch.

(b) An articulated clerk, after serving about a half, ran away from the service, and the clerk to whom he was articulated (the parents applied to the solicitor

the clerk into his service. He refused, whereupon, the court, having referred for the report of the master, the solicitor was ordered to return £196, out of a premium of £400: (*Ex parte Prankard*, 3 B. & Ald. 257.)

**Note.**

In a previous case (*Cuff v. Brown*, 5 Price 297), referred to in *Ex parte Prankard* (sup.), the Court of exchequer was of opinion that where there is no misconduct on the part of the master, a clerk who runs away, and after absenting himself for some time, on his service, returns, cannot, on a refusal by the master to take him back, recover any part of the premium.

1. Where the clerk died within a month after being articulated, the court refused to order the master to return any part of the premium of 200 guineas: (*Re Thompson*, 1 Ex. 864.)
2. A ward was articulated to a solicitor under the directions of the Court of Chancery. Subsequently the ward desired to change his profession. The court held that if he did so he could not claim any part of the premium: (34 L. J. 126, Ch.; 11 L. T. Rep. N. S. 402.)

**ARTICLE 19.**

**THE CERTIFICATE.**

A solicitor otherwise qualified cannot practise such unless he takes out annually a stamped certificate enabling him to do so. Each member of a firm of solicitors must take a certificate (a).

(a) *Edmondson v. Davies*, 4 Esp. 14.

**Note.**

The amount of stamp duty payable

If the solicitor resides within ten miles of General Post Office, and has been admitted three years or upwards ..... £9 0s.  
If he has not been admitted so long ..... £4 10s.  
If he lives elsewhere:  
If he has been admitted three years or more ..... £8 0s.  
If he has not been admitted so long ..... £3 0s.  
16 & 17 Vict. c. 63, sched.

Solicitors residing forty days or more in any one year within the limits where the higher duties are payable shall become liable to the higher duty.

On an application to take out or renew the annual certificate of a solicitor, the applicant must, six weeks before the application is intended to be made, give notice thereof as in the case of original admission, and the affidavits in support of such an application shall be filed at the Bag Office, and a copy thereof shall, at the same time, be left with the Clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such taking out or renewal shall (if made) be drawn up as the Master of the Rolls shall direct, on reading such affidavit, an affidavit of such copies having been left notices given in compliance with this order. Upon an application to dispense with the renewal notice of intention to take out or renew a certificate, a summons shall be served on theistrar of solicitors calling on him to show cause within ten days why such taking out or renewal of certificate should not be allowed; and if cause be shown to the satisfaction of the Master of the Rolls he may, if he shall think proper, make an order for allowing such certificate to be issued.

Reg. Gen., dated 2nd day of Nov. 1875.

**ARTICLE 20.**

**PERSONS PRETENDING TO BE DULY QUALIFIED.**

Any person who wilfully and falsely pretends to be, or takes or uses any name, title, addition, or description implying that he is duly qualified to act as an attorney or solicitor, or that he is recognised by law as so qualified, shall be liable to a penalty not exceeding ten pounds for each offence.

On costs, fee, reward, or disbursement on account of or in relation to any act or proceeding done or taken by any person who acts as an attorney or solicitor, without being duly qualified to do so, shall be recoverable in any action, suit, matter by any person or persons whomsoever. 37 & 38 Vict. c. 63, s. 12.

**Note 1.**

For the purposes of this provision those solicitors of the Supreme Court shall be deemed to be duly qualified to act as solicitor who have in force at the time a duly stamped certificate.

**Note 2.**

The offence may be proceeded against before a court of summary jurisdiction.

**Note 3.**

**ARTICLE 21.**

**CONSEQUENCES OF ACTING WITHOUT CERTIFICATE.**

Any person who in any part of the United Kingdom directly or indirectly acts or practises in any way as an attorney, solicitor, proctor, writer to signet, agent, or procurator, or as a notary public, without having in force at the time a duly stamped certificate, shall forfeit £50, and shall be incapable of maintaining any action or suit for the recovery of any fee, reward, or disbursement on account of or in relation to any act or proceeding done or taken by him in any such capacity. If a person in whose name, either alone or jointly with any other persons, any proceeding is taken in any court, shall, unless the proceeding is aside by the court as irregular, or unless the

contrary is otherwise satisfactorily proved, be deemed to have acted in such proceeding: 33 & 34 Vict. c. 97, s. 59.

**ARTICLE 22.**

**APPLICANTS FOR CERTIFICATES MUST STATE ALL NECESSARY FACTS.**

Any person who in any part of the United Kingdom, on applying for a certificate to practise, does not truly specify the facts and circumstances upon which the amount of duty chargeable upon his certificate depends, shall forfeit £50, and shall be incapable of maintaining any action or suit for the recovery of any fee, reward, or disbursement on account of or in relation to any act or proceeding done or taken by him in the capacity of attorney, solicitor, writer to the signet, agent, or procurator, or as a notary public: 33 & 34 Vict. c. 97, s. 59.

**ARTICLE 23.**

**OMISSION TO TAKE OUT CERTIFICATE.**

If any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, who may direct the registrar to issue a certificate to such person upon such terms and conditions as he shall think fit.

Gen. Rules and Reg., Nov. 1, 1865.

The articles must be entered into with a practising solicitor in England or Wales, but no person who has regularly served his clerkship is prevented or disqualified from being admitted by reason of his master having omitted or neglected to take out his annual certificate, or to enter or register the same. 7 & Vict. c. 86, s. 4.

**ARTICLE 24.**

**STRIKING OFF THE ROLL.**

A person ceases to be a solicitor when he is struck off the roll.

He may be struck off the roll at his own request, or

He may be struck the roll upon an application founded upon his misconduct.

**ARTICLE 25.**

**STRIKING OFF THE ROLL AT REQUEST OF SOLICITOR.**

A solicitor may not be struck off the roll at his own request unless he satisfies the court that there is no complaint pending against him as a solicitor, and that he does not apprehend any.

*Ex parte Gray*, 9 Dowl. 336; *re Sturdy*, 2 Jur. N. S. 452.

**Note 1.**

This proceeding is necessary before being called to the Bar, and by a rule of the Inns of Court before admission as a student.

**Note 2.**

The solicitor need not state his object in being struck off.

*Ex parte Burrell*, 11 Jur. 1062.

**Note 3.**

If he applies to be re-admitted he must undertake not to take advantage of his privilege in any pending action.

*Hull's Case*, 2 W. Bl. 991.

**ARTICLE 26.**

**STRIKING OFF THE ROLL FOR MISCONDUCT.**

The court will strike the name of a solicitor off the roll:—

- (1) For any indictable offence involving much criminality.

If the offence has reference to a proceeding in court, and is clearly proved, the court will act before conviction or indictment. *Stephens v. Hill*, 10 M. & W. 28.

**Note.**

The marginal note in *Re Knight v. Hill*, 1 Bing. 142, is misleading.

If the offence has no reference to a proceeding in court, the application will not be heard until after conviction. Even in these cases [probably] the court will act where there is no necessity for the interposition of a jury.

- (2) For practising a fraud on the court. *Lush's Pract.* 1, 326, and *Chitty's Pract.* 1, 145, 146.

**Note.**

Although this is given as a distinct ground, it will be found that the fraud upon the court upon which the court has acted has amounted to an indictable offence also.

- (3) [Perhaps] if he contumaciously continue in contempt after being attached. Suggested by Mr. Justice Lush. *Practice*, O. S. 1, 320.

The court will not interfere where the solicitor is simply charged with:—

- (1) Being unable to refund the amount found due to the client by the allocation of the Master. *Mear v. Lloyd*, 2 C. B. N. S. 409.
- (2) An irregularity. *Loft*, 618.
- (3) Acts of which he has not been personally cognisant. *Re Eyre, Palmer, and Evans*, 1 C. B. N. S. 51.

- (4) Making extortionate charges.

*Mear v. Lloyd* (sup.).

**Note 1.**

If a solicitor is charged with such gross misconduct as amounts to an indictable offence he will not be compelled to answer.

*Short v. Pratt*, 1 Bing. 102.

**Note 2.**

After the filing of an affidavit of complaint, in which grave charges are made against the solicitor, no compromise will be allowed to be made. If the client withdraws the court will not be satisfied except on the filing of an affidavit by the attorney, denying the charges and affirming that there was no composition, and that he had acted in good faith. *Anon.* 12 W. R. 1012.

**Illustrations.**

In the following cases the court ordered the solicitor to be struck off the roll:

1. Where, acting without authority, he instructed counsel to appear for parties interested in money in court, and to consent to its payment out of court: (*Re Collins*, 7 De G. M. & G. 558.)
2. Where he induced a witness subpoenaed by the opposite party to absent himself from the trial on receiving an indemnity against the consequences of disobedience to the subpoena: (*Stephens v. Hill*, 10 M. & W. 28.)
3. Where he disobeys the direction of a master, who has ordered him to refund a sum of money, and keeps out of the way: (*Anon.*, 1 D. & R. 528.)
4. Where he has been convicted of larceny: (*Ex parte Bramall*, Cowp. 529.)
5. Where he sent letters to a person, threatening him with a prosecution in order to extort money from him: (*R. v. Southerton*, 6 East. 143.)
6. Where he had appropriated money of the client to his own use: (*Re Martin* cited in *Charley's New Practice Cases*, 63.)
7. Where, being the only person who acted professionally in a trust, he induced his co-trustee (a client) improperly to sell out the trust fund, which was received by him and applied to his own use: (*Re Chandler*, 22 Beav. 253.)
8. Where he committed perjury in an affidavit of increase: (*Re Garbett*, 18 C. B. 403.) This case, however, is scarcely an authority: (*See Re Mant*, 5 L. T. Rep. N. S. 254; *Anon.*, 3 N. & P. 389.)
9. Where he signed a fictitious name to a pleading, or that of a barrister, or forged a barrister's name thereto: (*See Lush's Practice*, 1, 321.)

In the following cases the court refused to strike the solicitor off the roll:

1. On an affidavit alleging a distinct case of perjury, there being no admission on the part of the attorney sufficient to render the interposition of a jury unnecessary: (*Anon.*, 3 N. & P. 389.)
2. Where he has merely omitted to pay money pursuant to an order and rule of court: (*Guldford v. Sims*, 13 C. B. 370.)
3. Where he acted without authority in conducting a prosecution for felony: (*Re Davis*, 1 B. C. C. 207.)
4. Where he merely disobeyed a rule of court: (*Ex parte Townley*, 3 D. P. C. 364.)
5. Where he had advised his client to hand him over money, which the Insolvent Debtors' Court subsequently considered to be a misappropriation: (*Smith v. Towner*, 3 D. P. C. 678.)
6. Excessive and extortionate charges in a bill of costs in the absence of wilful fraud: (*Mear v. Lloyd*, 2 C. B. N. S. 409.)
7. Publication of a libel: (*Anon.*, 2 D. P. C. 110.)

**ARTICLE 27.**

**EFFECT OF STRIKING OFF THE ROLL UPON ADMISSION OF CLERK.**

No person who shall have duly served his clerkship shall be prevented or disqualified from being admitted and enrolled, nor liable to be struck off the roll if admitted, by reason of the solicitor to whom he has been bound having been after such service struck off the roll. 6 & 7 Vict. c. 73 s. 9.

**NOTES OF NEW DECISIONS.**

**ORDER OF REFERENCE BEFORE AWARD AFTER THE JUDICATURE ACT—PRACTICE AS TO SIGNING JUDGMENT ON—MOTIONS FOR JUDGMENT.**—The old law and practice in connection with arbitration still exist as to references to arbitration made under the old system, and such references are not governed by the Judicature Act or the rules of court made under that Act. An order of reference was made prior to, but the award after, the passing of the Judicature Act: Held, that the successful party was entitled to sign judgment on the award, and that as the rules of court did not apply to such a case, he was not bound to set down the case on motion for judgment: (*Lloyd v. Lewis*, 35 L. T. Rep. N. S. 539 Ct. of App.)

**ACCOMMODATION BILL—NOTICE OF DISHONOUR—NO EFFECTS—REMEDY OVER AGAINST PRIOR PARTIES.**—An indorser of an accommodation bill has a right to notice of dishonour, unless it be shown that he would, if he paid the bill, have no remedy over against any other party to the bill: (*Turner v. Samson and others*, 35 L. T. Rep. N. S. 537. Ct. of App.)

**DRAMA—INTERNATIONAL COPYRIGHT—FIRST REPRESENTATION—PUBLICATION—INJUNCTION.**—The plaintiff, a naturalised American, was the author of a drama which had been first represented in America, and, subsequently, with the plaintiff's consent, at the defendant's theatre.

13. **Hill, near Liverpool** but late of 50, Balliol-row  
near Liverpool. March 1; Foster and Son, 20, 21  
live } **North John-street, Liverpool.**



hos.), Oddfellows'-street, Blackpool, Lan-  
roprietor. Jan. 12; Jno. H. Sykes, solicitor  
et, Blackpool.

1.), Carnforth, Lancaster, joiner and builder.  
Wrenside and Son, solicitors, Burion, West-

1.), 8, Earl-street, Great Bolton, Lancaster,  
eeper. Jan. 31; J. Grundy, solicitor, 29, Ox-

1.), Rye House, Stanstead Abbots, Hoddes-  
1, Esq. Feb. 28; Brooks, Jenkins, and Co.,  
ctor's-commons, London.

1.), formerly of 11, Union terrace, Plymouth,  
eman. Feb. 8; Addleshaw and Warburton,  
King-street, Manchester.

1.), Spice Mills, Pembroke Wharf, Caledonian-  
sex, manufacturer of Thorley's Food for  
of Selina Villa, Finchley, Middlesex. Jan.  
ristow, and Co., solicitors, 4, Bedford-row.

(Robt.), Wroughton, Lancaster, farmer.  
it and Ellis, solicitors, The Arcade, King-

ard), Toller Fratrum, Dorset, gentleman.  
A. Smith, solicitor, Blandford, Dorset.

1. Wm.), Great Cornard, Suffolk, yeoman.  
ews, Canham, and Andrews, solicitors, Sud-

in), 2, Penrill-villas, Upper Bangor, Car-  
eman. Jan. 21; H. Barber, solicitor, Ban-

rgo B.), formerly of 129, Wood-street, Lon-  
at manufacturer, and also formerly of 24,  
-road, Hackney, Middlesex, Esq., but late of

Jodge, Carlton-road, Putney, Surrey, Esq.  
ters and Gush, solicitors, 3, Finsbury-circus,

Deal, Kent, painter. Mercer and Co., soli-  
-en-street, Deal.

he Laurels, Old Chester-road, Erdington,  
field, Warwick, gentleman. Feb. 1; San-

1 Co., solicitors, 41, Waterloo-street, Bir-  
), formerly of Worcester, hop merchant, but  
sett, Stafford, gentleman. March 1; San-

th, solicitors, High-street, Dudley.

GENTLEMEN WHO PASSED THE  
FINAL EXAMINATION,  
NOVEMBER, 1876.

Elford  
Charles  
y Hill  
C. F.  
a Sharer  
Russell  
Ashton  
Jared  
as J. C. L.  
S. G. B. A.  
r Mellor  
Henry  
derick W.  
Charles  
e Henry  
ottam  
Arthur R.  
ham E.  
C. M. M.  
F. W.  
n, jun.  
n James  
k  
Hatt  
Newton  
Edwin  
rick G. B.  
Blomfield  
in G.  
s C.  
s, B.A.  
nce W.  
um B.  
s, B.A.  
s, L., B.A.  
rick  
mbrose H.

Augustus  
Edward  
Cavell  
Sealy  
Ray, B.A.  
Edmund  
avid  
ansittart  
as Henry  
lowman  
Revely  
D., B.A.  
d  
jun.  
J. H.  
Parkinson  
d.  
er Fredk.

land  
Edgcombe  
d  
Cateby  
James  
s Edgar  
win, B.A.  
ston  
nt Hamil-  
M'Gregor

Leak, Oliver  
Le Brasseur, Robert E.  
Leslie, John E. C.  
Littlewood, William B. G.  
M'Master, Frank Sheldon  
Main, Edmund Lee, B.A.  
Mann, Frederick John  
Martin, Arthur  
Metcalfe, Arthur Tom  
Metcalfe, Frederick K.  
Mills, Arthur Walter  
Morgan, James  
Morris, Arthur  
Morton, Henry  
Mosely, Gerard  
Norris, John B., B.A.  
Omnanney, Chas. Hy.  
Ord, Edward  
Page, Thos. Edmund  
Pain, Wm. Percy  
Parry, John Wm.  
Parry, Robert Ivor  
Pattinson, Walter Badeley  
Pennington, Thos. R.  
Perry, Fredk.  
Peto, Ernest Wm.  
Phillips, Edward Wm.  
Poole, Walter Joseph R.  
Powell, George  
Pride, Walter Henry  
Pritchard, Wm. Burchell  
Proud, John Thomas  
Ratcliffe, Jonathan  
Reed, Eugene Ernest B.  
Reveley, Thomas  
Rigg, John Newton  
Robinson, Joe Arthur  
Robinson, Thos. James  
Rogers, Wm. Thomas  
Rogerson, Arthur Robert  
Russell, Thos. Hawkes  
Senior, James Hubert  
Sharp, William  
Shepherd, Andrew Thos.  
Sidgwick, Alfred, B.A.  
Simpson, Hugh James  
Slade, James Robert  
Sladen, Randolph M.  
Smith, Alfred John  
Smith, Wynham  
Smith, Walter Edward  
Stead, Holmes  
Stretton, Charles  
Sutcliffe, Henry  
Sutthery, Frank Pellatt  
Thompson, Gustavus  
Thornycroft, Charles V.  
Tickell, Clifton Herbert  
Tomkins, Wm. Jones  
Urquhart, Hugh John  
Vint, Charles John  
Wallis, Joseph  
Walpole, Walter Robert  
Webb, Wm. Arthur  
Weir, Percy Jenner  
Wells, Robert  
Westbrook, Arthur  
White, Wm. Edward  
Whittingham, William  
Willcox, Samuel  
Williamson, Wm. Smedley  
Winch, Charles  
Winthrop, W. Young, B.A.  
Wolston, Arthur C. R.  
Wyon, Arthur

Esq., Surgeon, Bridport, Dorsetshire  
under BURTON'S NERVEIN a specific for  
y severe cases under my care have  
ous and permanent relief. I therefore  
se to the Profession and the Public as  
who suffer from toothache."—[Advvt.]

## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

No lectures and classes are delivered or held in the Hall of the Incorporated Law Society, Chancery-lane, during the Christmas vacation, which terminates on the 3rd of Jan. next. On Thursday the 4th of Jan. a lecture on Equity will be delivered by Mr. Dickinson.

THE next preliminary examination will be held in the Hall of the Incorporated Law Society, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York, on the 21st and 22nd of Feb. in the ensuing year.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the Examination, of the languages in which they propose to be examined, the place at which they wish to be examined, and their age and places of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

Examination days for 1877—Wednesday 21st and Thursday 22nd February; Wednesday 16th and Thursday 17th May; Wednesday 11th and Thursday 12th July; Wednesday 24th and Thursday 25th October.

A Form of notice was given in our last issue. The next Intermediate Examination will be held on the 18th Jan. 1877.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

IN case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

WHERE articles expire between the 9th April and 23rd May 1877, candidates may be examined on the 24th and 25th April 1877; and if between the 21st May and 2nd Nov. 1877, may be examined on the 19th and 20th June 1877; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during December must be enrolled and registered at the Petty Bag Office on or before the same days in the month of June next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of December, they must be produced and entered at the Law Institution on or before the same day of the month of March next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articulated students.

THE general rules and regulations as to the several examinations prior to admission on the roll of solicitors, and as to taking out and renewal of annual certificates, issued on the 2nd Nov. 1875, provide in effect "that if any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall, for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, or has failed to obtain such a certificate within twelve months from the date of his admission on the Roll, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, and for the purpose of obtaining such an order the applicant shall, six weeks before the application is intended to be made, give notice thereof as in the case of an original admission, and the affidavits in support of such application shall be filed at the Petty Bag Office, and a copy thereof shall at the same time be left with the clerk of the

Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such taking out or renewal, shall (if made) be drawn up on reading such affidavits, and an affidavit of such copies having been left and notices given. Upon an application to dispense with the required notice of intention to take out or renew a certificate, a summons must be served on the Registrar of Solicitors calling on him to shew cause within ten days why such taking out or renewal of certificate should not be allowed; and if no cause be shown to the satisfaction of the Master of the Rolls, he may make an order for allowing such certificate to be issued."

IN another column we print an inquiry from a law student, from which it will be seen that it was six weeks from the day he went up for the Intermediate Examination before he was informed that he had failed to pass. We cannot admit that so long a delay is necessary or desirable. On the contrary, one consequence of this protracted delay in this particular case is that our correspondent is thrown over the January examination, not now having time to give a full month's notice. Greater dispatch is absolutely needed in such case, and if necessary the staff of clerks at the Law Institution should be increased.

ELSEWHERE we publish a report of the annual general meeting of the United Law Students' Society, which was held in the hall of the Honourable Society of Clement's-inn, on Wednesday last, Mr. J. T. Davies (solicitor), in the chair. The honorary officers of this society are certainly deserving of all praise for the very close attention they give to their several duties, and foremost among them are probably the honorary secretary (Mr. Rubinstein), and the honorary treasurer (Mr. Walter Dawson), who now retires from office. The society has achieved a great success, in the midst of which we have only one fault to find, namely, that for one dry question of law discussed by the society, there are probably ten which have little or nothing to do with law at all. We should like to see a larger number of legal and jurisprudential questions discussed at the weekly meetings.

A PRIZE offered to the law students of Huddersfield for the best essay on the question, "Do the changes effected by the recent Judicature and Appellate Jurisdiction Acts constitute a reform in keeping with the requirements of the age," has been awarded by the learned judge of the Huddersfield County Court under the most favourable circumstances, as will be seen from a report in our present issue. The students of Huddersfield are to be congratulated upon securing the warm support of the learned judge (J. W. de Longueville Giffard, Esq.) in promoting the welfare of their local debating society, the advantages to be derived from which societies, by law students, can hardly be exaggerated, and hence our endeavours to promote their formation and their welfare throughout the country.

### BRADFORD LAW STUDENTS' SOCIETY.

THE ordinary fortnightly meeting of the above society was held at their rooms in the West Riding Court Hall, Ings, on Wednesday, the 6th Dec., 1876, A. W. Robinson, Esq., in the chair. The debate was on the following subject: "Should the borough franchise be extended to the counties, and a consequent redistribution of seats made?"

### BRISTOL LAW STUDENTS' DEBATING SOCIETY.

AT a meeting of this society held in the Law Library, Small-street, on Tuesday evening last, Mr. John Miller, solicitor, in the chair, the following was the subject for discussion: "A. enters into an agreement by parol, whereby he lets an estate from year to year to B., reserving the game; is such reservation good?" The affirmative side of the question was taken by Mr. Fenwick and Mr. Cross, who relied in their arguments upon the Game Act (2 & 3 Will. IV. c. 32, s. 8) and the case *Reg v. Thurstone*; whilst the negative was led by Mr. Foster (Hon. Sec.), and supported by Mr. Powell, both relying upon *Bird v. Higginson*, and that sect. 8 of the same Act did not prevent the operation of the principle that the right of shooting was an incorporeal hereditament, and the grant of it must be by deed. The following members spoke on the subject, viz., Messrs. Blake, Mosely, Gachy, Caparn, and Carpenter, and the motion was affirmed by a majority of six votes. At the same meeting Mr. T. C. Fenwick was elected chairman of the society in the room of Mr. A. H. Dymond (resigned), and Mr. W. F. Foster gave notice of his intention to resign his duties of honorary secretary, and was snatched from his past services.



## HULL LAW STUDENTS' SOCIETY.

THE usual ordinary meeting of this society was held on Tuesday, the 19th inst. Mr. Farrell took the chair. The subject discussed was: "In an action of slander, can the special damage consist of the tortious act of a third person induced by the slander?" Mr. Babington took the affirmative, and was followed by Mr. Johnson. The negative was taken by Mr. Lambert. Finally the question was decided in the affirmative by a majority of three. The next meeting will be held on Tuesday, 2nd Jan. 1877.

## HUDDERSFIELD LAW STUDENTS' SOCIETY.

A GENERAL meeting of this society was held last Monday night at the County Court, James Yeoman, Esq., in the chair. There was a large attendance of members. After the transaction of some preliminary business, the chairman said that it would no doubt be within the recollection of those present that some time ago Mr. Charles Ford, of the LAW TIMES, offered a prize, to be called "the LAW TIMES Prize," of the value of two guineas, to the writer of the best essay on the question, "Do the changes effected by the recent Judicature and Appellate Jurisdiction Acts constitute a reform in keeping with the requirements of the age?" In addition to this prize two prizes were offered by the society, one of the value of two guineas to the winner of the LAW TIMES Prize, and a second, of the value of one guinea to the writer of the next paper in order of merit. The essays were forwarded by their writers to the learned president, Mr. Learoyd (solicitor), on the 1st Dec. last, one bearing the motto "Foy et Devoir," written by Mr. R. Welch; another, bearing the motto "Sic vos non vobis, &c.," written by Mr. D. F. E. Sykes. The essays were submitted by Mr. Learoyd to the learned County Court Judge (J. W. de Longueville Giffard, Esq.), who had kindly consented to act as adjudicator on their merits. His Honour had with extraordinary dispatch already arrived at his decision. Mr. Yeoman then read the judge's award, which was addressed to the president, and was as follows:

"I have read with great interest and, I may add, profit, the two essays submitted to my consideration, and have been very much impressed with the amount of learning and ability that both exhibit. The subject of the essay is one by no means easy to deal with within the limits assigned, involving as it does necessarily the consideration of the former state of our law in order to illustrate the beneficial character of the changes effected by recent legislation. Both of the essayists have treated the subject very much in the same way, and, so to speak, on the same lines, both estimating favourably, perhaps too favourably, the advantages to be expected from the change. I have really felt great doubt how to determine a question so nicely balanced, both the essays showing very great merit, and both some few blemishes. To define more precisely my meaning I would say that 'Sic vos non vobis' exhibits greater vigour and originality than his competitor, but is inferior to him in patient thought, in sobriety of reasoning, and conciseness of style. For these reasons I am of opinion that the first prize ought to be awarded to the writer who adopts as his motto 'Foy et Devoir.'"

The learned judge then adds, with reference to law students' societies:

"If I had entertained any doubt of the usefulness of these institutions, which I did not, the perusal of these essays would have convinced me that they are admirably calculated to encourage and assist our young men in the study of the laws of our country."

After the reading of the Judge's award, the Chairman called upon Mr. D. F. E. Sykes to open the evening's discussion on the proposition "That a codification of our 'corpus juris' is both practicable and desirable." The negative of the proposition was sustained by Mr. J. W. Piercy and Mr. J. A. Slater. The advantages and difficulties of codification met with a full discussion, the result being, on the proposition being put to the vote, a decision in favour of the affirmative by a majority of three.

## LEICESTER LAW STUDENTS' SOCIETY.

THE sixth meeting of this society for the session 1876-77 was held in the Law Library, Friar-lane, G. W. Randa, Esq., in the chair. The question for discussion was: "If goods are sold by a trader in the ordinary course of his business on a Sunday, and the purchaser afterwards promises to pay therefor, can the trader maintain an action for the price?" Mr. Dickinson opened the debate in the affirmative, and was supported by Mr. Ellis. Mr. Kowatt and Mr. Holyoak supported the negative side of the question, and after the summing by the chairman, the question was put to the meeting, and decided in the negative by a majority of 6.

## PLYMOUTH, STONEHOUSE, AND DEVON-PORT LAW STUDENTS' SOCIETY.

THE last meeting of this society was held at the Athenaeum, Plymouth, on the 15th inst., J. Shelly, Esq., in the chair. The attendance of members being larger than at any previous meeting, the advisability of having a mock trial was discussed, and after the president had explained the manner in which these trials had been conducted in other societies, it was resolved that one should be held at the first meeting in February next. The chairman then read the rules as settled at a special meeting held on the 8th inst., and after a long discussion and their alteration in one or two particulars, the same were passed. The moot point for the evening was then discussed: "Where A., an executor, asks a banker to pay him money for the purpose of discharging a debt of the testator, and the banker pays the money, will such money be construed to be paid to the use of A. in his capacity of executor?" In the affirmative Mr. Gny and Mr. Graves, in the negative Mr. E. F. Fox. After the last gentleman had spoken, and before the seconder (Mr. Helpman) had been called upon, it was moved, seconded, and resolved to adjourn the meeting. The next meeting of the society will be held on 12th Jan. 1877.

## UNITED LAW STUDENTS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday evening, 20th Dec. 1876, Mr. Jesse Thomas Davies in the chair. This meeting was the annual meeting of the society. The respective officers presented their reports, which showed the condition of the society to be highly satisfactory. Subsequently the officers for the ensuing session were elected. Mr. J. S. Rubinstein was re-elected for the second time as secretary; Mr. W. Shirley Shirley was elected as treasurer; Mr. W. Dawson, as secretary for societies in union; and Mr. E. Dean as secretary of the legal correspondence department. Mr. E. C. Rawlings was re-elected as secretary of the general correspondence department; Mr. E. H. Quick was elected as reporter; Messrs. J. T. Davies (re-elected), P. Thornton, and W. C. Owen were elected on the committee; and Messrs. H. Lewis, Arnold, and C. E. Beal, auditors. The society will resume its meeting on the 17th Jan. 1877.

## EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

## NOVEMBER 1876 FINAL EXAMINATION.

AT the examination of candidates for admission on the roll of solicitors of the Supreme Court, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

1. George Henry Carthew, who served his clerkship to Messrs. Sparkes and Pope, of Crediton, and Messrs. Guscotte, Wadham, and Daw, of London.
2. William Thomas Rogers, who served his clerkship to Messrs. Bateson and Co., of Liverpool.
3. William Percy Pain, who served his clerkship to Messrs. Pain, Clarke, and Webb, of Whitchurch, Hants, and Messrs. Austen, De Gex, and Harding, of London.
4. Arthur Mellor Bramall, who served his clerkship to Messrs. Gollaty and Warton, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:

- To Mr. Carthew, the prize of the Honourable Society of Clifford's Inn.
- To Mr. Rogers, the prize of the Honourable Society of Clement's Inn.
- To Mr. Pain and Mr. Bramall, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, passed examinations which entitle them to commendation:

1. William Burchell Pritchard, who served his clerkship to Messrs. Burchells, of London.
2. Arthur Tom Metcalfe, who served his clerkship to Messrs. Marshall, Sons, and Bescooby, of East Retford, and Mr. Richard Smith, of London.
3. Thomas Edmund Page, who served his clerkship to Messrs. Coaks, Rackham and Cooper, of Norwich, and Messrs. Sole, Turners, and Knight, of London.
4. Arthur Walter Mills, who served his clerkship to Messrs. Cousins and Burbridge, of Portsmouth.
5. Clifton Herbert Tickell, who served his clerkship to Messrs. Lyne and Holman, of London.
6. Thomas Hawkes Russell, who served his clerkship to Messrs. Ryland, Martineau, and Carslake, of Birmingham, and Messrs. Sharpe, Parkers, and Co., of London.
7. Arthur Robert Rogerson, who served his clerkship to Messrs. Bagshaw and Wigglesworth, of Manchester.

8. Wyndham Smith, who served his clerkship to Messrs. Erie, Son, Orford, and Co., of Chester, and Messrs. J. E. Fox and London.

The council have accordingly awarded certificates of merit.

The examiners have further announced following candidates that their answers to questions at the examination were highly satisfactory, and would have entitled them to distinction if they had not been above the twenty-six:—

John Buckley Norris, B.A., who served his clerkship to Messrs. Keen and Eq London.

Walter Henry Pride, who served his clerkship to Mr. Edwin Hughes, of Liverpool.

The number of candidates examined was of these 150 passed and thirty were posted.

By order of the council,

E. W. WILLIAMSON, Secy  
Law Society's Hall, Chancery-lane, Lond

## Queries.

INTERMEDIATE EXAMINATION.—On the 9th inst. sent myself for Intermediate examination morning (five weeks and five days after) I have a letter from the secretary expressing regret that I was unsuccessful. The next examination is fixed for proximo. What opportunity (I should like to know) left me to prepare for that examination? the long delay in sending out the notices to me apprising them of their success or non-success and prejudicial to them? I was article in Sep 1874, for three years, my term therefore expires September, 1877; under the circumstances when I advise me to go in for the Intermediate, and when Final? I had hoped to have passed the Final before expiration of my articles, but cannot see what there is of my now doing so. Kindly advise me above points.

[Go up for the Intermediate on the 25th Apr and in June for the Final examination. You fairly have expected to learn sooner the result examination.]

— I was article on 27th Jan., 1875, for five years; what is the latest date that I can go up for my intermediate examination?

[The 8th Nov. next.]

— I was article on the 10th June, 1875, years; when must I go up for my Intermediate examination?

[J. Moore.]

[You can present yourself in January or Apr 1877, and passed my Intermediate examination 9th Nov. last. Will you kindly inform me what earliest time at which I can present myself for examination?]

[November 1878.]

DEATH OF PRINCIPAL DURING ARTICLES.—article in June, 1874, for five years, and my principal died in October, 1874. In April 1875 I entered articles with my present principal for a period of years and eight months, which with the period months I served with my late principal, will amount to five years' actual service. If I write the third paragraph in your issue of 1 inst., under the heading "Law Student's Journal," articles will expire in December 1879. Will that do?

[Yes.]

— I was article on the 14th June, 1870, to Mr. man, of Manchester; he died on the 10th Jan 1875, and my articles have not been transferred to one. I have passed my Intermediate examination only wanted five months to the completion of articles at the time of his death. Since then I have been and still am under medical treatment, and doctor ordered me to have plenty of exercise in open air, in consequence of which I have not been attending at the office. Can my articles now be transferred for the residue of my term, viz., five months, or there have to be an application to a judge for leave to transfer them? What course would you suggest in the above circumstances?

[No application is necessary. Merely fresh articles for the residue of the term of five years still stand under articles, namely, five months from signing the fresh articles. The time between death of principal and date of entering into fresh articles does not count.]

FINAL EXAMINATION.—My articles expire on the 1st July next, and I shall be of age on the 25th Apr following. When can I present myself for Final examination?

[In June next upon obtaining a judge's order allowing you to present yourself notwithstanding your minority; if not, in November next.]

STAMPING ARTICLES.—What time is allowed of execution, without penalty?

[Articles cannot now be stamped after sunset except upon payment of a penalty of £10.]

## Answers to Correspondents.

LONDON L. L. B.—(1) Yes. (2) About £15 for the examinations. (3) The Registrar of the Law University, Burlington House, Piccadilly, will the regulations for Degrees in Law, on application.—In answer to the query of "Subsidiary" in the TIMES for Dec. 9, I am pleased to inform him that he can take the London L.L.B. without going to London at all, except for a few days at each session. (2) The fees are about £12. (3) For information write to The Registrar of the Law University, Burlington-gardens, W. In reply to your correspondent "Subsidiary" inform him. (1) It is not at all necessary, it is impossible, to keep terms in London, as the

don for residence at the University. (2) The re #5 for the first LL.B. examination, and the re for the second LL.B. examination. (3) On ation to the Registrar of the University, seed London, W., he will receive post free a of the regulations relating to degrees in law, a reference to the University calendars he will se questions put at each examination. I presume re, that "Sebach" has already matriculated at m, for until he has done so he is not eligible for LL.B. examination.

J. W. P.

**MAGISTRATES' LAW.**

**NOTES OF NEW DECISIONS.**

**"THE LUNATIC—ORDER FOR MAINTENANCE.** Action was brought on an order made by the court under 16 & 17 Vict. c. 97, s. 96, directing the guardians of a union to pay certain costs for maintenance of a lunatic pauper. The defendant defended the action. An application was made to have the statement of defence put under Order XXVII, rule 1. Held (by Mr. J. and Lush, J.) that though the defendant could not be appealed against, yet such order formed the subject matter of an appeal and the defendant was entitled to plead to such an order and if such plea affords no answer to the claim of maintenance the proper mode of objection is by a writ of certiorari. (*Finch v. The Guardians of the Union*, 35 L. T. Rep. N. S. 360. Q. B. Div.)

**Y-WALL—METROPOLITAN BUILDING ACT 85—APPOINTMENT OF THIRD SURVEYOR**  
**ION LAW PROCEDURE ACT 1854, s. 12—**  
**G ACTION.—Where “a difference arises”**  
**a “building owner” and the “adjoining**  
**with reference to a party-wall, and the**  
**veyors appointed by the parties refuse to**  
**a third surveyor, the court has power,**  
**he Common Law Procedure Act 1854, s. 12,**  
**int a third surveyor to act with the other**  
**settling the matters in dispute between**  
**ties, under the Metropolitan Building Act**  
**85, sub-sect. 7, although an action be then**  
**to restrain the building owner from**  
**ing with an ancient right of the adjoining**  
**in the party-wall: (Re the Metropolitan**  
**g Act 1855; ex parte McBryde, 35 L. T.**  
**.S. 543. Ch. Div.)**

**ZZLEMENT—PROCEEDS OF CHEQUE—FOR  
ACCOUNT OF MASTER—INDICTMENT.**—The  
ices of an insurance company was at L.  
were branch offices at M. and G. The  
managers at M. and G. having moneys to  
to the head office, paid them into local  
obtaining cheques thereon for the amount  
to the order of the prisoner (the chief  
r at the head office), and forwarded the  
by letter to the head office. It was the  
s duty to open the letters at the head  
ceive the remittances, and hand the same  
the cashier. The local managers at M.  
remitted by letter two such cheques for  
nd £400 respectively to the head office,  
he prisoner duly received. He indorsed the  
t them discounted by friends of his own,  
of handing them to the cashier to pay  
company's bank, and converted the pro-  
o his own use: Held, that the prisoner  
l the proceeds for and on account of his  
l, and that he was properly indicted for  
ing the money: (*Reg. v. Gale*, 35 L. T.  
S. 526. Cr. Cas. Res.)

**AL. IN CRIMINAL CASES.**—The Judicature 1873 and 1875 have not changed the practice procedure in criminal cases; there is no appeal in such cases unless there is a point reserved for the consideration of the Crown Cases Reserved. An order made on the trial of a criminal information, in a criminal cause, and therefore an order made on the Crown side of the Bench Division, cannot be the subject of an appeal. (*Reg. v. Steel and others*, 35 L. T. Rep. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 89

ANCE—DOCUMENT TO REFRESH MEMORY  
STOCK COMPANY.—It was the prisoner's  
a timekeeper, to give to a clerk (not the  
) a list of the number of days on which  
man had worked; and it was the clerk's  
enter these times in the time book, and  
out of wages due to each workman accord-  
ing returns; and from the time book at  
of paying the wages it was the prisoner's  
read out aloud the number of days each  
worked, and the wages were then paid to  
man by the pay clerk. The prisoner had  
falsified the list by overstating the time  
the workmen had worked, and the false  
it was entered in the time book by the  
d wages calculated accordingly. On the  
the entries were read out aloud by the  
and the amount of wages so represented  
the workman. On an indictment against  
for false pretences, the pay clerk was  
a witness, and, not remembering the par-  
of the entries, he was allowed to refrain

his memory by reference to the time book, because he saw the entries at the pay time when they were read out by the prisoner, and knew that the prisoner then read the entries correctly, and that he, witness, had paid the sums mentioned in those entries, although the entries were not made by himself. Held, that the time book was properly admitted to refresh the witness's memory. Parol evidence that a Joint Stock Company Limited has acted as an incorporated company is sufficient evidence of its incorporation as a limited company on an indictment for false pretences in which the property obtained is alleged to be the property of the A. B. Company, Limited: (*Reg. v. Langton*, 35 L. T. Rep. N. S. 527. Cr. Cas. Res.)

**LANDS CLAUSES ACT—COMPENSATION TO TENANT—JURISDICTION OF JUSTICES.**—Justices under the Lands Clauses Consolidation Act 1845 (8 Vict. c. 18, s. 121) may award compensation in respect of any interest being less than that of a tenant from year to year, although such interest arises out of a lease originally created for a longer term. In Aug. 1871 A. demised to the prosecutors for one year a piece of land by an agreement, giving option of renewal for a further two years

afterwards. In Aug. 1873 the defendants served the prosecutors with a notice to treat, and in the same month of that year the prosecutors served the defendants with a notice of claim, requiring them to proceed to arbitration. An arbitrator was appointed by the defendants under protest, and an award was made, which the defendants refused to take up. Held, upon a special case stated in an action by the prosecutors for a writ of *mandamus*, that the claim was one for the determination of justices under the 121st section of the Lands Clauses Consolidation Act: (*Reg. v. Great Northern Railway Company*, 35 L. T. Rep. N. S. 551. Q.B.).

**RATING OF THE METROPOLIS—VALUATION LIST—STATUTE.**—By sect. 42 of the Valuation of Property Metropolis Act 1869, the overseers "shall make and deposit the valuation list" before the 1st June, and the assessment committee "shall hold a meeting for hearing objections to the list" before the 1st Oct., and "shall finally approve the list" before the 1st Nov. Held, that the section was directory and not imperative, and that a valuation list deposited on 27th Sept., and finally approved on 21st Jan., was good: (*Reg. v. Ingall*, 35 L. T. Rep. N. S. 552. Q.B.).

**BOROUGH QUARTER SESSIONS.**

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover .....		W. W. Ravenhill, Esq. ....	10 days .....	Thomas Lamb.
Birmingham .....	Monday, Jan. 8 .....	A. R. Adams, Esq., Q.C. ....	14 days .....	T. B. T. Hodgson.
Bridgewater .....	Tuesday, Jan. 9 .....	P. H. Edlin, Esq., Q.C. ....	14 days .....	John Trevor.
Chichester .....	Tuesday, Jan. 9 .....	John J. Johnson, Esq., Q.C. ....	10 days .....	E. Titchener.
Doncaster .....	Thursday, Dec. 23 .....	Edgar John Meynell, Esq. ....	10 days .....	Edward Nicholson.
Dover .....	Friday, Dec. 29 .....	Harry B. Poland, Esq. ....	2 days .....	G. W. Ledger.
Exeter .....	Monday, Jan. 1 .....	C. G. Frideaux, Esq., Q.C. ....	2 days .....	T. J. Bremridge.
Faversham .....	Monday, Jan. 1 .....	C. E. Dering, Esq. ....		F. F. Giraud.
Gloucester .....	Tuesday, Jan. 9 .....	G. S. Whitmore, Esq., Q.C. ....	7 days .....	Francis W. Jones.
Gravesend .....	Friday, Dec. 29 .....	Standish G. Grady, Esq. ....	2 days .....	Geo. E. Sharland.
Northampton .....	Friday, Jan. 5 .....	John H. Brewer, Esq. ....	10 days .....	C. Hughes.
Oswestry .....	Friday, Dec. 29 .....	J. R. Kenyon, Esq., Q.C. ....	14 days .....	Wm. Isaac Bull.
Portsmouth .....	Friday, Jan. 5 .....	Mr. Serjeant Cox .....	10 days .....	Jno. Howard.
Reading .....	Wednesday, Jan. 3 .....	J. O. Griffiths, Esq., Q.C. ....		Jos. O. Whitley.
Shrewsbury .....	Wednesday, Jan. 3 .....	W. F. F. Boughey, Esq. ....	14 days .....	Richard Clarke.

**REAL PROPERTY AND  
CONVEYANCING.**

### NOTES OF NEW DECISIONS.

**MANDATORY INJUNCTION—LIGHT AND AIR—DAMAGES.**—Mandatory injunction refused, and nominal damages, without costs on either side granted in a case where the plaintiff had only a life interest, subject to an existing lease, and where, though there was a substantial interference with present comfort in respect of light, there was no prospective injury or diminution in the saleable value of the property. There being no case as to air, the plaintiff's case as to light was made less strong by its being addressed conjointly to air and light. As proceedings were taken under the old practice, the plaintiff should have sought his remedy by action at law: (*Perkins v. Slater*, 35 L. T. Rep. N. S. 356. Chan. Div.)

**PROBATE OF COPY WILL—PERSONS INTERESTED IN TESTACY—COMPLETION OF TITLE.**—The copy of a will may be admitted to probate in order to aid the completion of the title of a testator's representative in the Court of Chancery, but the consent of those persons, if any, who may be interested in the event of an intestacy is required before a grant of probate can be made: (In the goods of *John Entichnap*, 35 L. T. Rep. N. S. 427, Prob.)

ANNUITY—FORFEITURE CLAUSE—WRIT OF SEQUESTRATION—SPECIAL CASE—PRACTICE—STAY OF PROCEEDINGS—COSTS OF SPECIAL CASE—RULES OF COURT 1875, ORDER XXXIV., RR. 1 AND 2.—Testator gave an annuity to the plaintiff for life, or until he should assign or encumber his interest under the will, or any part thereof, or until he should assign or encumber his interest under the will, or any part thereof, or until he should do or suffer some act or thing, or something should occur, whereby his interest under the will, or any part thereof, should, or might be, or but for that stipulation would, become vested in some other person, or whereby he would cease to be beneficially in receipt of the annuity; the testator also gave two other specific gifts to the plaintiff, to which the same clause of forfeiture was by reference appended, and a share of the ultimate residue of his estate to which the forfeiture clause did not apply. In Dec. 1874, a writ of sequestration was issued against the plaintiff. Upon this the trustees of the will were advised that the forfeiture took effect, and they ceased to pay the proceeds of the annuity and the other gifts to the plaintiff. In March 1875 the plaintiff commenced this suit against them. In May 1875, the plaintiff's in the residue of the testator's estate was sold under an order of the

court that issued the writ of sequestration. A special case was stated for the opinion of the court as to whether the plaintiff's interest under the will had not ceased under the forfeiture clause. Held, that plaintiff was no longer entitled to receive the annuity, or the proceeds of the other gifts, which ceased to be payable from the date of the sale of the residue; that all further proceedings in the suit must be stayed, and that plaintiff must pay the costs of the suit and the special case. Held, also, that plaintiff had no ground of action against the trustees, and that they were perfectly right in refusing to pay the annuity and proceeds of the other gifts after the issue of the writ of sequestration, and that plaintiff must pay the costs of a motion made to restrain them paying them to anyone but himself: (*Dixon v. Rowe*, 35 L. T. Rep. N. S. 548. Ch. Div.)

**VOLUNTARY GIFT—BONDS PASSING BY DELIVERY—CORROBORATIVE EVIDENCE—LEASEHOLD HOUSE—IMPERFECT GIFT—INSUFFICIENT DECLARATION OF TRUST.**—The defendant, A. B. K., alleged that the testator had given her in his lifetime two Egyptian bonds, which, together with one admitted to be the defendant's, were found in the testator's safe after his death. Upon one of the bonds in question was written, in the defendant's handwriting, "given to me with bonds 18th April, 1870, A. B. K." The coupons on these bonds were proved to have been carried to the testator's account at the bank. The defendant alleged that these bonds were in the testator's safe for safe keeping only, and that the cash for the coupons carried over to the testator's account had been regularly paid to her. The only evidence proving the delivery of these bonds, and explaining the fact of their being in the testator's safe, was that of the defendant herself and her sister. The defendant also claimed a leasehold messuage, which she alleged the testator had built for her. The land on which this house was built was to be held on a long lease from the Dover Harbour Board, to be granted to the testator upon the completion of the house. This lease, however, had not been granted at the time of the testator's death, but there was a duplicate copy in an envelope amongst the testator's papers, on which was written "for A. K." Proposals for a lease of a part of this house had been made and accepted, and on the envelope, which contained the letter of acceptance, was written, "The lease of twenty-one years to C. F. T., of London, to be made out in A. B. K.'s name," also "T.'s rent to be paid to A. B. K., making, without harbour rent, £45." Evidence of the testator's intention was given. The defendant, A. B. K., was appointed executrix. Held, as to the bonds, that the evidence of the gift by delivery was sufficiently established, and the fact of their being found in the testator's safe satisfactorily explained, and the defendant

to them allowed. Held, as to the leasehold house, that the gift was an imperfect gift, which could not be perfected without the aid of the court, and that aid, according to the principles laid down in *Milroy v. Lord* (7 L. T. Rep. N. S. 178; 4 De G. F. & J. 264), could not be given: (*Bottle v. Knockor*, 35 L. T. Rep. N. S. 545. Chan. Div.)

## BANKRUPTCY LAW.

### NOTES OF NEW DECISIONS.

**TRADER—KEEPER OF HOTEL—LODGING-HOUSE KEEPER—PROFESSIONAL NURSE—BANKRUPTCY ACT 1869 (32 & 33 VICT. C. 71), s. 1.**—A professional nurse who keeps a lodging-house for invalids, and nurses and boards them at a profit is a "keeper of an hotel," and therefore a trader, within the meaning of schedule 1 to the Bankruptcy Act 1869. Decision of Mr. Registrar Pepps affirmed: (*Ex parte Thorne, re Jones*, 35 L. T. Rep. N. S. 532. Ct. of App.)

**FRAUDULENT TRANSFER OF PROPERTY—PAST DEBT—PRESSURE—FRAUDULENT PREFERENCE—PAYEE IN GOOD FAITH.**—The burden of proof is on the person who claims the protection of the proviso at the end of the 92nd section of the Bankruptcy Act 1869 as "a payee in good faith." Semble, that that proviso applies not only to cases of fraudulent preference under the 92nd section of the Act, but also to cases of "a fraudulent conveyance, gift, delivery, or transfer of the debtor's property or any part thereof" under sect. 6, sub-sect. 2: (*Ex parte Tate, re Tate*, 35 L. T. Rep. N. S. 531. Ct. of App.)

**COMPROMISE BETWEEN TRUSTEE AND CLAIMANT—EXAMINATION OF CLAIMANT—BANKRUPTCY ACT 1869 (32 & 33 VICT. C. 71), s. 27.**—A mortgagee of property of a bankrupt who had foreclosed before the bankruptcy, sent in a claim three years after the commencement of the bankruptcy to prove for £21,000 as the balance of his debt after giving credit for the value of his security, treating the foreclosure as reopened. The trustee in the bankruptcy, believing that the claimant's right to reopen the foreclosure could only be decided by a very expensive litigation, effected a compromise with him with the assent of the creditors, by the terms of which compromise his claim was to be admitted for £20,000, all the other creditors were first to receive 18s. in the pound, then the claimant was to receive 18s. in the pound, and afterwards he and the other creditors were to share *pari passu* in the remaining assets. But for this claim the estate would have been sufficient to pay all the other creditors in full and to leave a large surplus for the bankrupt. The bankrupt disputed the validity of the claim altogether, and applied to the Court of Bankruptcy for an order for the examination of the claimant in respect of his claim: Held, that the bankrupt was entitled to the order asked for, as the compromise was one which was only detrimental to the bankrupt, and was not such a one as the trustee could effect under sect. 27, sub-sect. 3 of the Bankruptcy Act 1869: (*Ex parte Austin; re Austin*, 35 L. T. Rep. N. S. 529. Ct. of App.)

**COMPOSITION—CREDITOR VOTING FOR COMPOSITION WITHOUT DEDUCTING VALUE OF SECURITY.**—A judgment creditor delivered a writ of *f. fa.* to the sheriff before the judgment debtor had filed a liquidation petition. The creditors duly passed resolutions accepting a composition of 2s. 6d. in the pound. The judgment creditor proved for the whole amount of his judgment debt, and voted in favour of the composition. After the registration of the resolutions the sheriff seized under the writ. Held (affirming the decision of Bacon, C.J.), that the judgment creditor, not having seized before the composition was accepted, had no security upon the debtor's property, and could not enforce the writ after the resolutions were registered. Held also (affirming the decision of Bacon, C.J.), that the judgment creditor, having voted as an unsecured creditor, could not afterwards be allowed to set up his security: (*Ex parte Jameson; re Balbirnie*, 35 L. T. Rep. N. S. 533. Ct. of App.)

**GUARANTEE—OSTENSIBLE PARTNER—RELEASE OF—PROOF—DELAY.**—In consideration that the Halifax Bank would open a banking account with A. and B., and make advances to them, B. guaranteed the payment of the balance which upon the closing of such account should be due to the bank from A. and B. individually or in partnership to the extent of £1000. No partnership at any time existed between A. and B., but when the guarantee was given, B. represented to the bank that he was a partner with A., but did not wish his name to be disclosed. A. traded under the name of A. and Co. for about two years, and then became bankrupt. The bank proved against A.'s estate for the whole amount due upon the balance of account. Subsequently B. paid the bank £1000 under his guarantee and received a receipt "in discharge of all claims against him in reference to the guarantee or in connection with

A. and Co." The trustee of A.'s estate having rejected the proof by the bank upon the ground that the release to B. operated also to release A.: Held, that as no partnership had existed between A. and B., and no right of contribution which A. could enforce against B., the release of B. by the bank did not operate as a release to A.: (*Ex parte The Halifax Joint Stock Banking Company; re Armitage and Company*, 35 L. T. Rep. N. S. 554. Bank.)

### COURT OF BANKRUPTCY.

Friday, Dec. 15.

(Before Mr. Registrar PEPPS.)

*Re VARBETIAN; Ex parte LEVY.*

*Injunction—Composition—Default—Action.*

THIS case raised questions of importance in regard to the rights of creditors in cases of composition. It was an application by a debtor, who had registered a resolution for a composition, to restrain proceedings in an action brought by Messrs. H. and E. N. Levy against him, in the Common Pleas Division of the High Court of Justice, for the recovery of a debt of £1314.

*De Gez*, Q.C. and E. C. Willis appeared in support of the application.

F. O. Crump for Messrs. Levy.

The evidence showed that on the 24th Nov. 1870, H. Varbetian, a merchant, carrying on business at Finsbury-chambers, London-wall, presented a petition to this court for the liquidation of his affairs by arrangement or composition. His debts were then returned at £15,693, with assets £2000. At the first meeting, held on the 12th Dec., a resolution was passed by the creditors to accept a composition of 3s. in the pound, by the three instalments of 1s. each, at three, six, and nine months from the 1st Jan. then next; and such resolution was confirmed at the adjourned meeting and duly registered. Messrs. Levy, who were merchants, carrying on business in Market-buildings, Mark-lane, proved under the petition as creditors for the sum of £1010. The first instalment of the composition having become due on the 1st April 1871, default was made in payment of the amount on that day; but on the 4th April the money was tendered by the clerk of the debtor's solicitor to Messrs. Levy and refused. On the 1st July 1871, the second instalment was tendered to Messrs. Levy with the like result, and they also, on the 3rd Oct. 1871, refused to receive the third instalment of the composition which became due on the 1st of the same month. On the 18th Nov. last, Messrs. Levy commenced an action in the Common Pleas Division for the recovery of the whole amount of their debt and interest, amounting together to £1314. An application was now made by the debtor for an injunction to restrain further proceedings in the action. The application was opposed by Mr. Levy on the ground that at the date of the petition the debtor traded at Manchester and Smyrna, and that, in fraud of his creditors, he described himself in his petition for liquidation simply as trading in Finsbury-chambers, London-wall; and on the further ground that the amount of the instalments of the composition had not been duly tendered. The debtor denied that he had any interest in the businesses carried on by his brothers at Manchester and Smyrna.

*De Gez*, Q.C., in opening the case on behalf of the debtor, pointed out that the first objection made by Levy went to the whole resolution; and he contended, upon the authority of *Ex parte Harley* (L. Rep. 8 Ch. 743), that where a resolution accepting a composition payable by the debtor had been duly passed and registered, an individual creditor was precluded from proceeding at law in order to try the validity of such resolution.

Mr. Registrar PEPPS said he did not think he could deal with the first objection upon the present notice of motion; there must be a substantive motion to set the resolution aside.

*De Gez* proceeded to contend, in regard to the second point, that the court would allow a reasonable time for payment of the composition, and that the debtor had, in substance, complied with the terms of the resolution.

Crump, on the other side, urged that the agreement by which the creditors were bound was that the debtor should pay the instalments on certain specified days, and that if he made default, the right which the creditors had to sue for the whole amount of their debts revived. He pointed out that no excuse was offered by the debtor for non-payment of the first and third instalments of the composition on the days when they respectively became due. He cited *Edwards v. Coombe*; *Re Hatton*; and *Re Harper*.

Mr. Registrar PEPPS said the question appeared to be whether or not the tender has been properly made. That was a matter personal to the debtor and the creditor. The other creditors had assented to the resolution, and had obtained all they wanted, and the debtor, being in possession

of his estate, was in a position to defend an action which might be brought against him. He did not think this court ought to exercise its power of restraining actions unless it was satisfied that complete justice could not otherwise be done, or the interests of persons besides the debtor and the creditor were affected. This was simply a question between the debtor and creditor, and he did not think sufficient ground had been shown for an injunction.

*Application refused.*

## LEGAL NEWS.

**JURORS' PENALTIES.**—In the Common Pleas Division, Mr. Justice Grove said he had previously fined the absent jurors 40s., but now had not secured attendance he now fined them each. He added that he would, if necessary, fine them £10 each, and so on until they came.

The Legislature of Western Australia has passed a Bill to legalise marriages with a dead wife's sister. When this Bill and that of Queensland have received the Royal sanction marriages will be legal throughout the Australian Continent. The Lower House of the New Zealand Legislature have five times passed similar Bill.

**LADY LAWYERS.**—The Council of Union College, London, have awarded the Josephine Scholarship in Jurisprudence to a lady who has already taken the first place in all that she is permitted to attend at this institution, who is now working her way in such assiduousness at the law as is allowed to persons not called to the Bar.

**STOCKBROKERS AND THE BANKRUPTCY.**—The Court of Appeal at Lincoln's Inn before them on Thursday an appeal, *inter partes Saffery re Cooke*, from a decision of Mr. Registrar Pepps as Chief Judge, which raised a question of great importance to members of the Stock Exchange. On the 27th April last Mr. Edward Cooke, a stockbroker, and a member of the Stock Exchange, found that he was unable to meet his engagements on the 1st day, and he wrote to the secretary of the Stock Exchange informing him of the fact. Cooke was accordingly declared a defaulter in the usual way. He was then summoned to attend a meeting of the committee and the result was that the next day he was the official assignee of the Stock Exchange, cheque for £5000, the whole, or nearly the whole of the balance standing to his credit as a banker's. The sum was distributed among the Stock Exchange creditors, and he had then about £3000 to meet the claims of other creditors amounting to £100,000. He was then adjudicated a bankrupt, and the trustee in bankruptcy applied for an order on the official assignee of the Stock Exchange to refund the £5000, on the ground that the payment was a fraudulent breach of the trust. The registrar refused the application, and the trustee appealed. The court reversed the decision of the registrar.

**FRIENDLY SOCIETIES AND POOR GUARDIANS.**—Last week a deputation of Friends waited upon Mr. Salt, M.P., the Parliamentary Secretary of the Local Government Board, in reference to a grievance arising from the Law Amendment Act of last session, under which the deputation allege that the guardians are to be removed from the managing body of a friendly society, so far as a member's sick pay, and to recompense them for his maintenance while in receipt of a workhouse or asylum connected with a law union. The deputation consisted of Messrs. Shawcross, Pinchbeck, Wood, Brown, Tummon, Fisher, and Glover, the chief officers of the Foresters, and they explained that the clause, which had been put into the Act at the close of last session, had raised a great outcry in all the large towns, and they wished to have it abolished. There were over 2,000,000 members of friendly societies, and by their frugal habits, saved the poor rates much, and they considered it very hard to deprive an unfortunate man's family of what he contributed to him from a friendly society. Mr. Salt, in reply, said the clause was introduced to remedy the grievance which arose in a case where a man was in the habit of getting drunk and was chargeable to the parish, and after being received his club money, with which he went into such a state as to become an inmate of a workhouse; and this was really a great loss upon the poorer class of ratepayers. He thought the clause would apply to any other and he could assure them that if it was generally in the way they had indicated the Department would see that the grievance was remedied.

**THE VACANT CHIEF JUSTICE OF THE LAND.**—A printed circular, issued to certain servative members of the Bar, invited them to attend an "an adjourned meeting," in the

a room, Four Courts. The circular bore the names of James P. Hamilton, Q.C., Henry Fitzgibbon, C., M. Blood Smyth, John Frazer, Robert Leton, William Irvine, Wm. B. Kaye, and Kisbey. Shortly after the hour named for meeting, the following assembled at the appointed place: Dr. Andrews, Q.C., J. P. Hamilton, Atcheson Henderson, Q.C., W. B. Kaye, John Frazer, J. Creed Meredith, LL.D., Raymond, W. H. Kisbey, John Giblin, J. H. Blake, J. Hewson, T. Pakenham, M. Blood Smyth, R. Irwin, J. arte, John Sullivan, George E. Price, arphrey, R. Shackleton, D. Colquhoun, W. S. Eades, E. F. Beatty, &c. The most privacy guarded the proceedings so far as the topics discussed, the speakers, and the way they expressed, but after an hour spent in debate, the following resolution communicated to the representatives of the as having been passed by the meeting:— "we desire to give the strongest contradiction to the language of the *Daily Express*, derogating the professional ability of the Vice-Chancellor and Attorney-General for Ireland, and disclaiming any intention of dictating in any way to the Government, to express our opinion at the tone of disparagement adopted in that paper towards the Conservatives of the Bar and generally." — *The Freeman's* 21.

**EUPION GAS DIRECTORS.**—Judgment was given by the Court of Appeal (Sir Balliol Sir E. Amplett, and Mellish, L.J.), on the day morning at Westminster, in the case of *all and others v. The Queen*, better known as the *Aspinall* case. The appeal was brought by Aspinall, Whyte, Muir, and Charles, from the judgment of the Queen's Bench on, sitting on "the Crown side," affirming the verdict of the indictment upon which they found guilty of conspiring to obtain a settlement on the Stock Exchange by false and silent means. A very elaborate argument delivered by Mr. Benjamin for the purpose showing that the only counts on which the indictment of guilty was founded were so drawn that it was impossible for the defendants to know the precise nature of the offence — if, indeed, it was one — which they were charged. The Queen's Bench (the Lord Chief Justice and Justices Turner and Field) were of opinion that the charge was sufficiently stated, and that the evidence was sufficient to sustain the verdict. The decision was now affirmed by the Court of Appeal (whose judgment was read by Sir Balliol and the defendants were thereupon taken into custody by the officer of the court, an application by Mr. Bowen for four days' grace in which to obtain bail being refused. Messrs. Muir and Aspinall have already suffered their two months' imprisonment, and the substantial question before the court was as to the twelve months' imprisonment to which Aspinall and Knockner were sentenced, and to undergo which the Court of Appeal has now committed them.

**EARLDOMS.**—Lord Redesdale's promotion may give some reflections on the composition of the peerage to which he will henceforth belong. Though an earldom is the most noble of English titles of nobility, the senior earldom of England not merged in a title dates only from the reign of Henry VI.; and Lord Shrewsbury has a precedence of forty-three years over Lord Derby, the earl on the roll of peers, whose ancestor preceded to the rank which his descendant now holds by Henry VII. The third earldom, Huntly, was created by Henry VIII.; the fourth, Duke, by the Government of Edward VI.; the fifth, Devon, by Queen Mary; the next three, viz., Donbigh, and Westmoreland — by James I.; the next four — Lindsey, Stamford, Winchester, and Chesterfield — by Charles I.; the next — Sandwich, Essex, Carlisle, Doncaster (the Duke of Devonshire sits in the House of Commons), Shaftesbury, Berkeley, and Abingdon — by Charles II.; the next four — Scarborough, Rutland, Coventry, and Jersey — by William III. while the last surviving earldom in the Peerage of England, not merged in a higher title, of Poulett, which dates from the reign of Anne. The remaining earls in the House of Commons, of course, either "of Great Britain" or "of the United Kingdom," or representative for Scotland or Ireland. Several dukes, marquises, however, hold earldoms of early date. Thus, the Duke of Norfolk is Earl of Arundel, and premier earl, the Duke of Beaufort is Earl of Worcester (1514), and the Duke of Rutland is descended from Thomas Manners, third Lord De Ros, created Earl of Rutland in 1525. This peer, by the way, made a very dog Latin about his creation, obliging to Sir Thomas More, Lord Chancellor, to say "mutant More." "Nay, by your leave, my lord," replied More, "the pun is better in the Honour change Manners." The English

earldoms now in existence, and dating back from the fifteenth century, appear to be but three in number, while those dating from the sixteenth century may be counted on one's fingers. Indeed, though the aristocracy of birth in this country is both ancient and illustrious, the titles borne by its members are nearly all of modern origin. The oldest barony, that of de Ros, dates from 1284, the 49th of Henry III., though the Irish barony of Kingsale was created by Henry II. in 1181. But hardly a score of baronies can boast an older origin than the reign of James I., the first of our princes who seems to have bestowed honours with a prodigal, not to say a reckless, hand. Yet long before his time "the commonalty murmured that there never were so many gentlemen or so little gentleness." Meanwhile, it is satisfactory to know that, in spite of pretty numerous creations in late years, the peerage at the present day probably bears a smaller proportion to the number of the Queen's subjects than in any former reign. In William III.'s time the House of Lords counted little less than 200 peers to a population of some 5,000,000. It now counts about 500 lords temporal to a population for England alone of about 24,000,000. The earls are less than a third of the Upper House; and rarely indeed is the title attained by anyone who has begun life as a commoner. Since the Revolution, however, three Prime Ministers have crowned their careers by the acceptance of earldoms. History, nevertheless, has obstinately refused to change Walpole's name into Orford, though the elder Pitt is frequently known as Chatham. Earldoms won by lawyers during the same period have been more numerous, as the titles borne by Lords Aylesford, Cowper, Macclesfield, Hardwicke, Mansfield, Eldon, and Cottenham bear witness. Lord Aylesford was himself the son of a Chancellor and an Earl (of Nottingham). Mansfield was a son of the Scottish Viscount Stormont. The rise of the first Earl of Hardwicke is perhaps the most extraordinary in our legal annals. Philip Yorke, the son of "solicitor of respectability at Dover," was called to the Bar in 1715, at the age of twenty-four, and in 1720 was made Solicitor-General. Four years later he became Attorney-General, and in 1733, before he had completed the forty-third year of his age, Lord Chief Justice of England and a peer of the realm as Lord Hardwicke. A little more than three years placed him on the woolsack, where he sat comfortably for some nineteen years, being further raised during his tenure of office to an earldom. It must be remembered, too, that the office of Chancellor meant a good deal more in those days than at present; both the power and patronage enjoyed by the Keeper of the Great Seal were greater, while the authority of the First Lord of the Treasury was not so great. — *Pall Mall Gazette*.

## CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**LAW BOOKS.**—When I quitted my home, A.D. 1838, for article clerkship, my chattels included standard legal works, viz.: Jacob's Law Dict. 2 vols. 4to.; Burn's Justice of the Peace, 5 vols. 8vo., by Dr. Burn, LL.D., 1762, 9th edit. 1783; Beccaria on Crimes, 1 vol. 8vo.; De Lolme on the British Constitution, 1 vol. 8vo.; the editions were old, but the books, even now, are esteemed sufficiently to justify this notice. Giles Jacob published his dictionary A.D. 1729, abridged A.D. 1743; Sir P. E. Tomlins, Kt. (the 4th edit. of whose law dictionary, based upon Jacob's, appeared A.D. 1835) edited the 11th edit. 1797. Mr. Jacob published, A.D. 1714, the Accomplished Conveyancer; A.D. 1716, the Clerk's Remembrancer and Conveyancer's Guide; A.D. 1717, the Catalogue of Writs, &c., of the Westminster Courts, and Lex Mercatoria; A.D. 1718, the Law of Appeals and Murders, compiled from Gale's MSS., also Lex Constitutionis; A.D. 1721, Treatise of Common, Civil, and Canon Law; A.D. 1724, the Court Keeper, with precedents, 7th edit. 1781; A.D. 1725, Reason of the Law, or Pleadings on Common and Statute Law; A.D. 1726, Common Law Common Placed, a substance of collected cases; A.D. 1730, Chancery Practitioner; A.D. 1736, The Seventeen Tables to the Law, The Attorney's Practice, and Cite Liberte of London; A.D. 1740, Treatises on Estates and The Game Laws; A.D. 1744, the Compleat Conveyancer; A.D. 1748, The Statute Law Common Placed, including the Statutes from Magna Charta to 22 Geo. 2; A.D. 1749-54, Jacob's Law Grammar concluded the list. Richard Burn published, A.D. 1755, his Justice of the Peace, 5 vols., 8vo., 30th edit. 1869; A.D. 1760, Ecclesiastical Law; A.D. 1764, History of the Poor Laws; A.D. 1775-6, Observations on the Bill for Erecting County Workhouses. The final edition of Blackstone's Commentary intact is

stated to be the 21st, which appeared A.D. 1844. The Marquis Beccaria's Treatise on Crimes, based on humane principles, was issued in Italian A.D. 1770, and English 1775: is cited by Blackstone, Book IV., Com. Ch. 25, and elsewhere. De Lolme's vol. was published in French A.D. 1771 and A.D. 1790; English editions appeared anonymously A.D. 1775-6-7, 1781-4, 1807-10, '14, '16, '21; the latter one by a barrister. In 1827 a small edit. was published with a frontispiece, showing Minerva teaching law to Britannia; A.D. 1834, an edit. by W. H. Hughes, M.P., with portrait of De Lolme and copious notes; in 1838 the edit. of A. J. Stephens was published, vol. 1 contains pedigree tables of the British Kings, &c., and a Treatise on Government, by Mr. S.; A.D. 1846-50 Bohn's edit., 1868 the Chandos edit., and 1870 Hallam's edit. appeared. The letters of Junius were attributed to De Lolme, who published also A Parallel between the English Constitution and the Antient Government of Sweden, A.D. 1772; Thoughts on Taxes and on Marriage, no date; The British Empire in Europe, A.D. 1787; A Treatise on Executory Devises, A.D. 1798-1800. His History of Human Superstition, Paraphrase on Mons. Boileau's Work on Flagellation, and An Introduction to De Foe's Treatise upon the Union between Scotland and England were received were received with favour. Jean Louis De Lolme was a Swiss barrister, clever but imprudent, who died A.D. 1806, aged 66 years. The *European Magazine* for Dec. 1816 contains a memoir and portrait of Mr. Granville Sharp, with a description of his works, including the volume on Retribution. — **CHR. COOKE.**

**SECRETARIES, &c., AS ADVOCATES.**—Referring to your remarks on the appearance of secretaries in courts of justice as advocates, may I suggest the true rule as it appears to me. All the Queen's subjects have a right to appear in person, and are under no obligation to employ solicitor or counsel. Surely this right ought not to be lost by persons who become a corporation aggregate; but should only be modified so as to meet the altered circumstances. From this consideration I deduce, as I think, the true rule, viz., that the person upon whom service of process is sufficient and equivalent to personal service in other cases is for all the purposes of a court of justice the corporation in person; and that appearance by that officer is the only manner in which a corporation can exercise the universal right of appearing in person. On this view I have a dozen times allowed prosecutions to be conducted by a clerk to a local board of health, who is not a solicitor. — **A MAGISTRATE'S CLERK.**

[Your view is not entirely correct. Suppose the case of a company formed to assist creditors to recover debts, is the secretary of such a company, paid say £100 a year for acting as advocate of the company in court, to have all the privileges of an advocate in a court of justice as though he was appearing for himself? He, or any director, or officer, or servant, may appear to give evidence and prove facts, but not cross-examine witnesses, address the jury, argue before the court, and otherwise act as a lawyer. See the Solicitors' Acts. Police officers have been known to appear as advocates for railway companies, but County Court judges have at once denounced the practice. — **ED. SOLS.' DEPT.**]

**MAGISTRATES CONFERRING WITH THEIR CLERKS.**—There is not much fear of your correspondent putting an end to the sensible practice of magistrates conferring with their clerks in private. Will he contend that when the magistrates confer with one another the parties have a right to hear all that is said so as to answer it? Of course not. Then why have the parties the right to answer the clerk's advice? The clerk is no advocate or partisan of either side, but an adviser of the magistrates. If he is to be prevented correcting all the erroneous views of the law that magistrates take in any other manner than by exposing them, I am afraid "justices' justice" will justly become the byword it is sometimes said to be. I go a step further, and say that the clerk's advice to the magistrates is a privileged communication of the same or a higher kind than other advice by a solicitor to his clients. It is no part of his duty to advise upon the facts, and a wise man will not volunteer to do so; but if his opinion be asked, I fail to see why it is improper to give it. — **A CLERK OF PETTY SESSIONS.**

**ADVOCATES IN POLICE COURTS.**—I shall feel greatly obliged if you will reply to the following question in your next number, at the same time referring me to the Act regulating the practice. Is a person, who is neither a barrister, solicitor (either certificated or uncertificated), nor an articulated student, entitled to appear in a Police Court or a County Court to advocate a case on behalf of a client? A practice prevails at one of the London Police Courts at least, by which, if a manager



clerk brings a letter addressed to the magistrate from his principal requesting that such clerk should conduct the case he is allowed to do so. This, sir, you will see at once opens the door to practitioners not too particular to having "managing clerks" in this capacity to any number, and it is really not just to Professional men, who have not only had the expense of entering their Profession, but have annually, so long as they remain in practice, their certificate to pay. I do not wish to disparage the legal knowledge of many of these managing clerks, but in common fairness, if they wish to act as, and appear before the public as, members of the solicitors' branch of the Profession, they should be compelled to pass through the same tests and be liable to pay the same fees as solicitors themselves. K.

[We entirely agree with your views. None but barristers and solicitors can appear as advocates in County Courts. See the Solicitors' Acts 1843 and 1860. As to Police Courts, see sect. 2 of 6 & 7 Vict., c. 73. There is some difference of opinion as to the exclusive rights of barristers and solicitors in the latter courts. We do not approve the practice you name, and which we are aware obtains in the metropolitan police courts.—ED. SOLS.' DEPT.]

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

42. CRIMINAL.—A person styling himself a commercial traveller, puts up at various first class hotels in this and neighbouring towns, in some cases staying some days, and living in a most expensive manner. From each place he decamps, leaving no address, and without paying the hotel bill. A warrant is applied for and returned, the applicant being referred to the County Court. As it is evidently a systematic swindle, I shall be glad to know whether any and what criminal proceedings can be taken in the matter? S. S. C.

43. SUCCESSION DUTY.—A. becomes entitled to an estate for life upon the death of B.; B. died before A.; A. died without paying the duty. Is the personal estate of A., or the estate in which he only had a life interest, liable for the duty? H. B. H.

44. POWER OF ANTICIPATION.—Testator devised all his property to trustees for conversion, and declared that the trustees should invest the sum of £2,000, and pay the income thereof unto his daughter M. during her life, but so that, whenever she should be under coverture, the same should be for her separate use, without power of anticipation, and after her death should hold the investments and the income thereof upon trust for the children of his said daughter M., as she should appoint, with trusts over. Proviso, that his trustees might raise any part or parts of the fortune of his daughter M., or her children, under the trusts aforesaid, and apply the same for her or their advancement and benefit. Although the testator before declared that his daughter (if married) was not to have the power of anticipation, would the trustees be authorised by the last proviso to raise her (testator's daughter M.) fortune if she were married and had children, or were married and had no children, or were unmarried? ARTICLED CLERK.

45. LEASE.—Lease provides all future rates and taxes shall be paid by lessee. Subsequent local Act throws first instalment of rate on landlord, and the remaining instalments on tenant. In present case who pays first instalment?—J. H. L.

## LAW SOCIETIES.

### THE LEGAL PRACTITIONERS' SOCIETY.

#### ANNUAL MEETING.

THE annual meeting of this society was held on Monday evening, 18th Dec. 1876, at Clement's Inn Hall, under the presidency of Mr. W. T. Charley, D.C.L., M.P.

The circular convening the meeting having been read, and the minutes of the last general meeting having been confirmed,

Mr. Charles Ford (hon. sec.) said he had received a number of letters and some telegrams from gentlemen who were unable to be present. He was glad to be able to announce the receipt of a letter from Mr. William Gordon, M.P., intimating his willingness to undertake the office of president of the society if elected. (Hear, hear.)

Mr. W. T. Charley, M.P., then rose to address the meeting, and was received with applause. He said: Gentlemen—It is with feelings of satisfaction at the progress which this society has made during the comparatively short period of its existence that I rise to address you as its president for the last time. This society has mainly two objects in view: first, to protect the profession against the encroachments of unqualified persons; and, secondly, to promote the amicable arrangement of questions arising between the two branches of the profession. With regard to the first point, the encroachments upon the pro-

fession of unqualified persons, I think that these encroachments have for the most part been upon solicitors. It is impossible to disguise the fact that there are questions which arise between the two branches of the profession, some of them, indeed, being of a burning character, with regard to which the interests of the two branches of the Profession are not identical—(hear, hear)—and, I may almost say, are antagonistic. Solicitors say that they are encroached upon by the Bar, and barristers say that solicitors encroach upon the Bar. I had fondly hoped at one time that this society would act as a kind of board of conciliation or board of arbitration, between the two branches of the Profession (hear), but the weakness of the representation of the Bar in the membership of this society, and the strength of the representation of solicitors, have convinced me that the time was not yet opportune of considering the matters connected with the second object of the society, and that, therefore, we should confine our attention as much as possible to protecting the Profession and the public against the encroachments of unqualified persons. (Hear, hear.) If we had succeeded in finding some energetic young barrister, gifted with the same indomitable perseverance of Mr. Charles Ford (hear, hear), who is, as you are aware, a member of the solicitors' branch of the Profession, I think we might have succeeded in making the element drawn from the Bar as strong in the membership of this society as the element drawn from the other branch of the Profession; but, unfortunately, we have not succeeded in securing the services of this energetic barrister, and, consequently, the enactments promoted by the society seem almost exclusively to trust to the promotion of the interests of solicitors. (A voice: "Quite right too.") At the same time, I would venture to point out that, when legislating in regard to outsiders, the interests of the two branches of the Profession are practically identical (hear, hear), and that any Legislative enactment which tends to promote the interests of one branch of the Profession directly, must indirectly tend to promote the interests of the other branch of the Profession. (Hear, hear.) Mr. Ford will bear me out when I say that I have declined to promote any measure in the House of Commons which would infringe upon the privilege of that branch of the Profession to which I belong (hear, hear, from Mr. Ford). I trust the time may arrive when a body may be formed which may adequately represent the Bar, and by the decisions of which the Bar of England may consent to be bound. (Hear, hear.) It certainly was a singular anomaly, notwithstanding the existence of many powerful organisations connected with solicitors, formed mainly for the protection of their interests, that it was not until this society took the matter up that any attempt was made to extend to the legal profession the benefits of the measure, which had for a long time existed on the statute-book, from protecting the medical profession against the encroachments of unqualified persons. The 12th section of the Attorneys and Solicitors Act 1874, which was entirely due to this society, has extended to solicitors the protection against unqualified practitioners which has long been enjoyed by the medical profession. The solicitors of Ireland considered this enactment so useful that they promoted and carried last session a Bill, the principal clause of which was copied from it word for word, to extend its benefits to Ireland. This is an answer to those who say that the point was not hardly worth considering. Now, I think that both the public and the Profession owe a debt of gratitude to this society for passing that enactment. I say deliberately "the public" as well as "the Profession," because it is quite as much to the interest of the public as to that of the Profession that quack lawyers should be suppressed. (Hear, hear.) I am happy to say that that is the view entertained by the chief magistrate of the metropolis. A case was heard at Bow-street Police-court before Sir James Ingham, on the 29th Aug. last, in which a person of the name of Dobson was proceeded against under one enactment of having illegally used the name of a qualified practitioner in the matter of a petition in bankruptcy. Sir James Ingham characterised the offence as "one of the most serious nature to society at large." You observe the words of Sir James Ingham, "to society at large"—not merely to solicitors, but "to society at large." (Hear, hear.) This is our answer to those who say that this society is merely a "trades union," and that it ignores the interests of the public. This society has also been instrumental in passing two small enactments, called after itself, "The Legal Practitioners' Acts 1875 and 1876." It was an undoubted fact that unscrupulous persons came to solicitors, and engaged their services, and not only so, but induced them to disburse money on their behalf, and then, within the month which must elapse, according to the law of the land, before a solicitor can sue his client, absconded. It was necessary that some relief should be afforded against this abuse, accordingly the Legal

Practitioners' Act of 1875 was passed, an enactment enables solicitors to go before a jury, and, on proof that the client is trying by means to defeat or delay his claim, he can leave to bring his action within the month, to tax his costs, and immediately levy them. A short enactment was also passed last session the society—"The Legal Practitioners' Act 1876." Under the Probate Act, proctors were admitted all the privileges enjoyed by solicitors, but the other hand, solicitors were only admitted practice in the Probate Court, and were not admittance to the ecclesiastical courts. This anomaly was subsequently remedied as regards most of the diocesan courts, but the anomaly still remained that solicitors could not appear in the provincial courts of Canterbury and Exeter, while proctors were permitted to practise in the courts. It was possible this anomaly have been unredressed had it not been for the passing of the Public Worship Regulation Act 1874, which enabled Lord Penance to discipline with regard to the conduct of public services of the church; and I trust that the Recorder of the City of London may the Act as a necessary supplement to the Worship Regulation Act 1874. It certainly objectionable to those who promoted those courts, and clergymen who were not then should be obliged to go to the trouble and expense of procuring proctors to represent them instead of being in a position to employ their own solicitors. This society enables anyone to appear in the provincial courts of Canterbury and York by his own solicitor. In this enactment will be the means of those who sue and those who are sued in provincial courts, before Lord Penance, no trouble and expense. (Cheers.) Gentlemen, is another matter I should like to refer to, and is the clause for protecting the public and the profession against unqualified competitors. (Hear, hear.) By the 60th section of the Act, a penalty of £50 is imposed upon anyone not being duly qualified, who draws contracts for fee or reward. That enactment was intended to induce the authorities at the House to take action in case the Act was violated with impunity, and it was very much indeed to induce the authorities at the House to take action in case the Act was violated. It was necessary that proceedings should be taken in the name of the Attorney General in such action. Our object was to simplify the law while preserving the principles of the 60th section of the Stamp Act; at the same time reducing the penalty. Unfortunately, owing to the opposition of the mercantile members of the House of Commons, session after session we have been unsuccessful in carrying that clause, but the night which we initiated has been productive of results. You probably will have seen the report of the case, heard before Mr. Baron Pollock, special jury, on the 28th of last month, in which Sir John Holker (Attorney General) recovered a penalty of £50 against an accountant for drawing a bill of sale. I think that accountants draw a bill of sale every day. I look upon the decision in that case as a very great triumph, and I will prove a warning to those who violate the law. There is a remarkable incident connected with the history of this agitation, and that is the opinion on the part of the chief law adviser to the crown. (Hear, hear, and a laugh.) Sir John Holker is a personal friend of mine, and I will speak of him with every respect. He was Attorney-General in 1874 when I brought forward this clause. In his reply to me he said he considered the clause was entirely open to free trade. I think he might have said the words "free piracy," (hear, hear,) the accountants were better qualified to draw many legal instruments than solicitors (oh!), especially in connection with banking proceedings. This was the language of John Holker in 1874, and in the report of our Parliamentary committee for that year took the liberty of animadverting upon the language. In the case heard on the 28th of last, the Attorney-General spoke as follows: "This was a proceeding for a penalty incurred by the defendant under the provisions of the 60th section of the 34th Vict. c. 97 s. 60, which provided that no person who (not being a serjeant-at-law, barrister, or a duly certificated attorney, solicitor, or public, writer to the signet, agent, promoter, conveyancer, special pleader, or draughtsman in equity), either directly or indirectly, for an expectation of any fee, gain, or reward, shall prepare any instrument relating to real or personal estate, or any proceeding in law or equity, shall forfeit the sum of £50." The result of this provision was that every unqualified person drew certain legal instruments incurred a penalty, and in his opinion the provision was a wise and necessary for the protection of the qualified practitioners as well as for the public. It was very hard upon a man who had, through a long, a laborious, and an arduous training, and who had thereby duly qualified himself for the practice of the law, that he should

it to the competition of those who were lifted, and, as a rule, were quite unfit to take the conduct of legal matters; and it is the interests of the public that their legal business should be transacted by duly qualified men, who, in case of want of skill or sense, were liable to an action, or subject to the control of the courts. Men, in my opening remarks I said this be the last time I should have the honour of seeing you as president of this society. I am to be able to state that a gentleman, who is highly respected, and who is one of the most of our metropolitan representatives in Parliament, Mr. William Gordon, has consented to become president of this society for the year. The selection of Mr. Gordon for this office is, I think, appropriate. As your out-president is a member of the Bar, I think it that your incoming president should be a member of the other branch of the Profession. Gordon is also a member of the Legislature, and has materially assisted me in carrying out measures promoted by the society; and I have felt that as he has done good service to the Bar in the past, he will do good service in the future. (Cheers.)

Charles Ford then read the Report of the Parliamentary Committee for the past

William Griffith, M.A. (barrister-at-law, chairman of the committee), in moving the adoption of the report, said it was the result of labour and energy on the part of the president and the hon. secretary, Mr. Ford. Through the assistance of Mr. Charley, M.P., they had been enabled to carry measures of interest to the Bar. It had been said that the society was a "dead union," but this he (the speaker) felt, for the Bills brought forward had been of great importance (hear, hear), benefiting the Bar at large. They must congratulate themselves upon having roused public opinion on these subjects, especially as regarded the Act of 1870, in the case of the *Attorney-General v. Tett*, which was reported in the Law Times of 2nd Dec. 1876. (Hear, hear.) There was another matter of importance which had been brought forward, viz., that the attesting of a bill of sale should only be by a qualified practitioner. (Hear, hear.) This principle was adopted by the Lord Chancellor in the Bill sent from the Upper House to the Lower House, and as long as Lord Cairns sat in office they would have this measure enacted. (Hear, hear.) The Parliamentary Committee had considered the relations of the two branches of the Profession, as well as *inter se* as in relation to the public, and they were of opinion that time had arrived when some practical measure should be made to shorten the transition of enforced idleness in passing from one of the Profession to the other. Why should not solicitors have the opportunity of joining the Bar, if they wished to do so? (Hear, hear.) Three years was a long time to deprive this privilege. On the other hand, members of the Bar thought that solicitors abused their calling if they wanted to go to another branch of the Profession. As a matter of opinion, however, that there should be facilities given for changing from one to the other. (Hear and cheers.) The Incorporated Law Society had discussed this question, and the other societies had been moving in the same direction, and it was to be hoped as the public became more enlightened, coupled with the energy of both societies, that before long this measure could be carried. Then, with regard to the Act of 1870, passed into law last session, which it was provided that it should be lawful for a certified solicitor of the Supreme Court to act as a proctor in the provincial courts of London and York, it was found that when the Workshop Regulation Act came into force, there were not a sufficient number of proctors to attend the persons who were engaged as suitors. In a case in the provincial court of York, it was found that the only proctor in the town engaged on the other side—(hear)—consequently the solicitor had to obtain a proctor from the other side. Solicitors, certainly, were admittedly competent to undertake the duties of a proctor, and Parliament had showed its sense of their competence, and wisely passed the enactment referred to. (Hear, hear.) With regard to the retirement of a member from the society, the decision was much to be regretted. (Hear, hear.) The society was greatly indebted to him for the position now occupied, for it was Mr. Charley who had occupied it, and his skill and eloquence in Parliament had been freely devoted to its interests; but to his numerous parliamentary engagements he had been compelled to resign. The hearty thanks from all the members he deserved for his valuable services. (Hear, hear.)

Wheatcroft seconded the adoption of the report, which was carried.

Mr. W. T. Charley, as honorary treasurer, then read the annual balance sheet.

Mr. Edwin Low (Smith, Fawdon, and Low) briefly moved its adoption, and he considered the report was thoroughly satisfactory.

Mr. W. H. Fullager, in seconding the motion, said the first observation he had to make was with reference to the subscriptions of the members to this society. It had been mentioned that they were only nominal, and so they were. He could not help characterising them as perfectly useless, for how could a society be of any practical use if its members, being of the legal profession, could only afford to pay a subscription of 5s. a year. He had spoken to some members of the Profession about this, and they had ridiculed the lowliness of the subscription. He thought the amount should be raised to one guinea a year. The sum of 5s. a year could hardly repay their excellent friend Mr. Ford for postage stamps and paper used in propagating the utility of this society (Hear, hear). If, as professional men, they really wanted to carry out the aims of this society, which was the object of every member belonging to it, they must know, from practical experience, that without money they could do nothing (Hear, hear). They got no assistance from the Incorporated Law Society to resist the encroachments of unqualified practitioners. (Hear, hear.) He had laid before the society several cases for prosecution, but they had refused to take any action in the matter. He could not appeal to the Legal Practitioners' Society because they wanted funds. He had come across many instances of encroachments upon the Profession by men who were a disgrace to it, yet he personally did not feel he could act the part of public prosecutor. If he belonged to a society, whose object was to suppress unqualified practitioners, by all means let them have funds to put down men who were a disgrace to the Profession. Instead of saying that they had only got £229 in hand it ought to be said that they had £500. (Hear, hear.)

Mr. Charley.—In the first place, the officers of this society are all honorary, and, therefore, any money that is disbursed by them is afterwards recouped. In the second place the work of the society hitherto has been chiefly confined to Parliamentary action. The Bills being of a public character are paid for by the public. I may also point out that in connection with this society, there are fourteen law societies throughout the country, some of which are very large, like that of the Bristol Law Society, and many energetic, like the Stockport Law Society; the vice-presidents each subscribe a guinea a year. At the same time, if we could get a larger number of vice-presidents, each paying their guinea annual subscription, it would be very desirable in the interests of the society. The object of the smallness of the subscription is to enlist the sympathies of the legal profession throughout the kingdom. It is by moral means alone we can hope to carry out the objects we have in view. (Hear and cheers.)

A gentleman in the body of the hall, whose name did not transpire, asked the chairman if he had well considered the announcement he had made regarding his retirement from the presidential chair.

Mr. Charley.—Mr. Gordon has worked very hard in the interests of the society, and I think it is time that there should now be at the head a member of another branch of the Profession than that to which I belong. I shall, however, continue to hold the office of hon. treasurer. (Cheers.)

Mr. Holroyd Chaplin then moved the election of Mr. William Gordon, M.P., as president for the ensuing year, and that the gentlemen, who were annual subscribers of a guinea, be affirmed as vice-presidents of the society.

Mr. Wingfield seconded the resolution, which was unanimously carried.

Mr. Edwin Low then moved the election of Mr. Charles Ford as hon. secretary, Mr. W. Charley, M.P., as hon. treasurer, and the re-election of the retiring council, which was agreed to.

Mr. Charles Ford then read his annual report.

Mr. Holroyd Chaplin moved the adoption of the report, and trusted that in the ensuing year the society would have the benefit of the influence of Mr. Charley, M.P., and Mr. Gordon, M.P., in bringing before the House of Commons any measures that might involve the interest of the profession. (Hear, hear.)

Mr. A. F. Vaughan (Stockport) seconded the adoption of the report, and said that it seemed as if the society was showing the white feather in regard to the clauses of the Legal Practitioners' Bill, 1876, which dealt with bills of sale. He thought the best plan would be to continue to agitate the question. (Hear, hear.) They all knew that the property of the men who gave a bill of sale was frequently swept off. The society should endeavour by every possible means to carry out what they last proposed in regard to this matter. With respect to the relations between barristers and solicitors, he spoke in strong terms of the former neglecting their business after being "briefed." He advocated a

special tribunal of the regulation of the bar, and did not see why barristers should not be under the same regulations as solicitors. (Hear, hear.) The Bar existed for the public, and not the public for the Bar. (Hear.) They all knew from practical experience that they could get no remedy against barristers, and if they were rash enough to complain to the benchers they were smothered at once. (Hear.) The Bar arrogated to themselves privileges totally out of reason, which privileges wanted abolishing. (Hear, hear.) Mr. Ford had referred to accountants doing the work of solicitors. He (the speaker) was glad to say that his brother had "nobbled" one of them, who, a short time back, was committed for subornation and perjury, and would have an opportunity of explaining his conduct before the jury at the next March assizes. (Hear, hear.)

Mr. Charley.—With regard to the bills of sale clause, there is no intention on the part of the society to abandon it. The Lord Chancellor has sanctioned the principle by sending down to the House of Commons the Bill. In respect to the privileges of the Bar, they are as essential to maintain as the privileges of the House of Commons, and, as long as I have any voice in the matter, I should think the infringement of any privileges would result in a loss to the auditor, for how could he properly do his duty if he feared an action?

Mr. Vaughan.—So have solicitors the fear of an action.

Mr. Charley.—I am speaking of barristers in the character of advocates. With respect to barristers accepting work they cannot attend to it, it is becoming a glaring grievance; but the remedies lie in the hands of solicitors themselves. The chances are that a popular barrister will not be able to be present at a trial, yet solicitors are willing to "brief" him on the chance of his being present. It is really a great grievance. If counsel of the Common Law Courts were to confine themselves to their particular courts that would be a step in the right direction. (Hear, hear.)

Upon the resolution being put to the meeting it was carried.

Mr. W. H. Wheatcroft (Eastbourne) moved a vote of thanks to the Earl of Donoughmore for having again taken charge of the bills in connection with the society in the House of Lords. The noble Earl, he said, had been of great use to the society, which would be wanting in duty if they forgot to tender a vote of thanks to him. They heard from day to day constant complaints of the Incorporated Law Society. Some of the complaints were well merited, but out of the numerous body of solicitors throughout the country how many were there who did not belong to any society at all? (Hear, hear.) With regard to the lowliness of the subscription to the Legal Practitioners' Society, it was impossible for them to do much good unless they had a good sum at their bankers. Some solicitors had said "Why not join the Incorporated Law Society?" but the initiation fee was four guineas, and its general expenses were large. If the Legal Practitioners' Society was to be of any use to the Profession, every individual member must help. (Hear, hear.) It was no use their learned president bringing bills in the House of Commons unless the legal members of the Assembly supported him. Every country solicitor who had something to do with electioneering matters knew his power when election time came; and when a Bill was before Parliament solicitors should write to the members and urge them to support their bills. They all grieved very much on the retirement of the president (Hear, hear), who had worked very hard in the interests of the society, and he trusted on another occasion Mr. Charley would again fill the presidential chair. (Hear, hear.)

Mr. Symonds (Dorchester), with some well-chosen observations, seconded the resolution, which was also carried.

A general discussion then took place upon questions of professional interest.

Mr. Wingfield, barrister-at-law, said he had listened with a great deal of interest to all that had been said relative to both branches of the Profession. He certainly considered that the time had arrived when the invidious distinction between the two branches of the Profession ought to be put an end to. (Hear, hear.) They knew that a house divided against itself could not stand, and that there is strength in unity. The existing state of things was an innovation. A very able man, the late Mr. Edwin Field, a descendant of Oliver Cromwell, nearly half a century ago, advocated the amalgamation of the two branches of the Profession, and on the 8th July 1833, there was a leading article in the *Times* newspaper to that effect, which was known to have been written by Mr. Field. All great reforms were works of time. It had been said that people did not like change, but men were only "creatures of habit." (Laughter.) As the late Dr. Arnold used to say, "All men by nature are Tories, and education makes them Liberals." (Laughter.) The invidious distinction between the two branches of

the Profession was a great curse, and he hoped to live to see the day when this great reform would be carried out. (Cheers.)

Mr. Symonds wished to refer to page 13 of the parliamentary report concerning the Bill to amend the law relating to legal practitioners. It was there stated: "Every person who shall have been a solicitor of the Supreme Courts for a period of not less than five years, and after ceasing to be a solicitor, shall have been a student of one of the Inns of Court for a period of two years, and shall have passed the usual examinations for the degree of barrister-at-law, shall be entitled to be called to the Bar." He thought that if a gentleman had been through five years' articles he ought, if he passed his examination, to be at liberty to pass directly. (Hear.) He was not favourable to amalgamation, but thought that the clause should read as follows: "Every person who shall have been a solicitor of the Supreme Court for a period of not less than five years, and shall have passed the usual examination for the degree of barrister-at-law, shall be entitled to be called to the Bar." He knew a case where a gentleman was articled for five years, and then had to commence another three years study for the Bar. This was an anomaly, and he trusted that the society would consider this matter. With regard to raising the annual subscription, if they intended to give their able secretary a salary, or authorised him to instruct people in the provinces to prosecute unqualified persons, then he (the speaker) would advocate the raising of the subscription. He did not think the amount of the subscription was any criterion of the ability of a society. At present they must not be too hasty in raising the subscription, unless it were for giving the secretary a salary or for prosecuting unqualified practitioners.

Mr. Cutcliffe (solicitor) spoke in strong terms against the practice of the lessor's solicitors putting into leases the covenant that he had to prepare all under-leases and assignments. Clerks of various city companies invariably inserted this covenant. If the system was to be attacked it must be attacked in high places. (Hear, hear.) With regard to unqualified practitioners, solicitors in the country greatly felt the want of a public prosecutor. The general feeling was that solicitors were perfectly capable of taking care of themselves. He firmly believed that the society would do good by its indirect influence (hear, hear), and he did not think they could measure their results by the prosecutions that had taken place. There were very many unqualified practitioners who were held in check by the knowledge of the Acts of Parliament brought about by this society. (Hear, hear.) The hearty thanks of the society were due to Mr. Stephen Tripp, of taking the part of public prosecutor in the summoning of Mr. Dobson for having illegally used the name of a qualified solicitor in the matter of a petition in bankruptcy. Mr. Ford had truly said, "The practices complained of are notoriously on the increase, while the Profession at large is too lukewarm in the detection and punishment of the offenders." (Hear, hear.)

Mr. George Whale, jun. (solicitor), heartily concurred in the third and fourth clauses of the Legal Practitioners' Bill 1876, and regretted that the Bill had to be passed without them. Many people thought that "half a loaf was better than none," but they had come off with only a small portion of the loaf. Without wishing to depreciate the labours of the committee, would it not be better to postpone the Bill? (no, no), the third and fourth clauses of which, he thought, were of the utmost importance to the Profession. The grievances these clauses sought to remedy were of a very grave character. For himself, he could not afford to stand idle for three years before he could be called to the Bar. Why should a man be subject to social degradation because he belonged to another branch of the Profession? (Hear, hear.) In the interests of the Profession, especially of its younger members, he hoped these clauses would be carried.

Mr. Holroyd Chaplin said that when the question was discussed before the Parliamentary committee, it was treated as a practical question, "How long it would fit a man to become a barrister?" For his part he did not think two years was too long an interval for him to acquire a thoroughly practical knowledge of the profession of a solicitor. He had had articled clerks who had taken degrees at the universities, and had a knowledge of the law, and yet did not have two years' articles to acquire a knowledge of the practice of a solicitor. If two years was right in one place it was far better to offer the same term at another place. The question was whether a man educated for a barrister's office, to do the work without being in a solicitor's office, which he very much doubted. Mr. Chaplin then moved a vote of thanks to the president, expressing at the same time the regret of the society at his retirement, and stating that he would continue to take the interest in its welfare as he had

always done, especially in the House of Commons. (Cheers.)

Mr. Wheatcroft said that there was one thing they had forgotten, viz., a vote of thanks to the author of this society (Mr. Ford), who had laboured hard in its interests. (Hear, hear.)

Mr. Fullager seconded the vote of thanks to the president, and reiterated most cordially all that had been said of the labours of Mr. Charley, whose energy and perseverance had done much to promote the welfare of the Profession. In fact, he was the foundation stone of the society. (Hear, hear.)

Mr. Geo. Whale seconded the vote of thanks to Mr. Ford.

Mr. Charley, in supporting the resolution, said—I certainly never met with more indomitable energy or perseverance in any one than on the part of Mr. Ford. (Hear, hear.) These qualities which he possessed had been given without stint.

Mr. Ford, in reply, said—I thank you very much for the kind compliment you have paid me this evening in recognition of my services. Nothing gives me more pleasure than to labour for the welfare of my own Profession. We ought all to make some sacrifices to this end. Before I sit down I should like to take the opportunity of saying that what I have done—be it little or be it much—I should have been utterly unable to do it had I not had the constant support of my valued and excellent friend Mr. Charley, who has always been ready in every possible way to help me and to encourage me, and has always received me with that courtesy which he can so well command. I know that in the small hours of the morning Mr. Charley was to have been seen in his place in the House of Commons waiting for an opportunity of bringing forward this society's Bills. Only to-day Mr. Charley has come from Manchester to attend this meeting. No one more than myself can possibly regret or feel the loss of his retirement from the presidential chair. I am, however, sure that Mr. William Gordon, M.P., who is a solicitor, will prove a valuable president, and he will command my best support so long as I continue to fill the office of hon. secretary. Again I thank you for your vote.

The vote having been carried by acclamation, Mr. Charley said—Gentlemen, I sincerely thank you for the honour you have done me, and for the kind—too kind (no, no)—expressions that have fallen from the different speakers. When sitting up, night after night, promoting the Bills of this society, and trying to save the remnants from the burning (laughter), it has always been my consolation to feel that a number of gentlemen like yourselves were deeply interested in the success of the measures, and I always knew, when our annual meeting took place, that my efforts would be appreciated. I have never heard more kind words, and I can assure you I feel deeply grateful. I trust the society, under Mr. Gordon's presidency, will have "God speed." (Cheers.)

The proceedings then terminated.

#### DENBIGHSHIRE AND FLINTSHIRE LAW ASSOCIATION.

At the recent annual general meeting of the association, held at Denbigh, present: Ellis Eyton, Esq., M.P., M. Louis, Esq., J. C. Owen, Esq., A. S. Weston, Esq., T. Bury, Esq., J. Parry Jones, Esq., John Davies, Esq., Mr. M. D. Roberts, hon. sec., T. T. Kelly, Esq., president, J. A. Hughes, Esq., J. Parry Jones, jun., Esq., E. A. Hughes, Esq., Evan Morris, Esq. In the absence of the president, it was proposed, and carried unanimously, that Mr. Ellis Eyton should take the chair. The minutes of the last meeting having been read and confirmed, letters of apology for non-attendance at to-day's meeting were read from Messrs. Gold Edwards, Keene, George, Lewis, Trevor-Roper, and Sison. The secretary reported the deaths of Mr. J. G. Buckton, Wrexham, and Mr. Francis Wynne, Denbigh, since the last meeting. It was resolved that expressions of regret at the loss the association had sustained in the deaths of these gentlemen be entered upon the minutes. Proposed by Mr. Weston, and carried: "That at the annual general meeting a committee shall be appointed for the year to watch over the course of legislation, and the interests of this society and of the profession. Such committee shall consist of the president for the year, the retiring president, and three other members of the society." Proposed by Mr. Parry Jones, and carried: "That a donation of £5 5s. be given by this society to the funds of the Legal Practitioners' Society." Proposed by Mr. Louis, and carried: "That the minutes of this meeting be printed, and copies sent to the various law associations and to each member." Votes of thanks were passed, to the president for his services during the past year, to the hon. treasurer (Mr. Parry Jones), and to the hon. secretary (Mr. M. D. Roberts). It was unanimously resolved that Mr. Ellis Eyton, M.P., be the president for the ensuing year, and that the next annual meeting be held at Rhyl.

#### LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is edited by Edward Walbrook, M.A., and late scholar of Magdalen College, Oxford, and Fellow of the Geological Historical Society of Great Britain; and, as it is intended to make it as perfect a record as possible, the friends of deceased members of the Profession will be forwarding to the LAW TIMES Office any materials required for a biographical notice.

##### SIR B. EDWARDS.

THE late Sir Bryan Edwards, formerly Justice of Jamaica, who died on the 6th inst. at his residence, Eltham Park, Spanish Brompton, Jamaica, in the seventy-seventh year of his age, was born in 1799, and was called to the Honourable Society of the Inner Temple in 1825. He was for many years Chief Justice of the Admiralty Court of Jamaica.

##### SIR C. W. TURNER.

THE late Sir Charles Robert Turner, Master of the Court of Queen's Bench, died on the 13th inst., at his residence in the terrace, Regent's Park, in the eighty-eighth of his age, was the fifth son of the late Richard Turner, vicar of Great Yarmouth, Norfolk, by his marriage with Elizabeth, daughter of Thomas Rede, Esq., of Beccles, Suffolk. He was born in the year 1789. He was called to the Bar by the Honourable Society of the Temple in Michaelmas Term 1839, and held the above-mentioned office from 1839 down to when he retired on a well-earned pension. Charles, who was formerly in practice as a solicitor in London, received the honour of knight in 1871. He married, in 1816, Judith, daughter of the late Charles Harvey (afterwards Sir Charles Onley), Esq., M.P., and sister of Onley, Esq., now of Stisted Hall, Essex.

##### MR. EDWARD RYE.

THE late Mr. Edward Rye, solicitor, formerly of Chelsea, and of St. James's, Westminster, died on the 8th inst., at Brompton, in the fourth year of his age, was the eldest and surviving child of the late Mr. Edward Rye, formerly of Wells-by-the-Sea, in Norfolk, and wards of London, merchant. He was born in London, and after private tuition at home, and St. Omer, was educated at St. Paul's. He was admitted a solicitor in Trinity Term 1840, and, says one who knew him well, "he was well known in the Profession, not only as of great erudition and legal knowledge, but very willing to impart his knowledge and to freely with his friends and neighbours the fine library (over 13,000 vols.) he had collected. His acquaintance with general literature was curious and exact, and being possessed very considerable attainments, though of a retiring disposition, he numbered among his several well-known artists and literary men." long and painful illness forced him to retire from business two years ago, after having been of rolls for more than half a century. The late the deceased gentleman has been long resident in Norfolk, where it once held considerable positions, including the Barony of Rye of Elm and numbered among its members a Cardinal, Norwich Castle, a part founder of Norwich Cathedral, and the founders of Binham and other Abbeys, of Aldeby Priory, and of Wolsey's charity. The "Court of the Honour of Rye" exists in the county, but the name—the only folk name that appears in the "Domesday Book" of 1086, and the recent Government map of 1873—has very nearly become extinct. He married in 1828 Maria, daughter of Mr. Rye Tupper, of Brighton, by whom he had a family of nine children. Of his sons, Mr. Edward Rye, of Putney, is Librarian to the Geographical Society; Mr. Walter Rye, of Wandsworth, a solicitor, has succeeded to his father's business; and Mr. Francis Rye is a solicitor and solicitor of Barrie, Ontario, Canada. The remains of the deceased gentleman were interred at Kensal-green.

#### PROMOTIONS AND APPOINTMENTS.

NOTE BEVE.—Information intended for publication in the above heading should reach us not later than 10 day morning in each week, as publication is often delayed.

MR. CHARLES HENRY SIMPSON, solicitor, of Chester, has been appointed by the Lord Chancellor a Commissioner to Administer Oaths in the Supreme Court of Judicature.

MR. HENRY INSHELMOORE, solicitor, of St. Abbott, has been appointed by Lord Chief Justice Coleridge, a Perpetual Commissioner taking the Acknowledgments of Married Women for the county of Devon.

MR. JOHN CAMDEN HAYWARD, of Dal and 5, Frederick's-place, Old Jewry, London, has been appointed a Commissioner to Administer Oaths in the Supreme Court.







Gazette, Dec. 12, 1876.

ATKINSON, WILLIAM, out of business, Beeston, par. Leeds. Pet. Dec. 15. Dec. 30, at one, at office of Sol. Pullan, Leeds.

ALEXANDER, NATHAN, wholesale clothier, Houndsditch. Pet. Dec. 15. Jan. 9, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Catlin, Guildhall-yard.

ALLOTT, ALFRED, public accountant, Sheffield; ironmaster Renshaw, par. Fokington, under firm of Appleby and Co., and at Woodford, under firm of the Newbridge Iron Ore Co.; also iron mine proprietor, St. Austell, under firm of the Ruby and Treborth Iron Mine Co. Pet. Dec. 14. Jan. 8, at two, at the Cannon-st. hotel, Cannon-st., London. Sols. Burdett, Smith, and Fry-Smith.

BARNES, WILLIAM, farmer, Newborough. Pet. Dec. 13. Dec. 20, at twelve, at office of Sol. Gaches, Peterborough.

BOON, JAMES, blacksmith, Newbury Weston. Pet. Dec. 15. Jan. 1, at two, at the George hotel, Huntingdon. Sol. Gaches, Peterborough.

BENNETT, MATTHEW, carpenter, Bristol. Pet. Dec. 16. Jan. 2, at two, at office of Sol. Beckingham, Bristol.

BIRKETT, ROBERT CHAMBER, schoolmaster, Harrogate. Pet. Dec. 15. Dec. 23, at twelve, at office of Sols. Hirst and Capes, York.

BURNBY, MATTHEW ASHTON, oil manufacturer, Carbrook, par. Sheffield. Pet. Dec. 12. Dec. 20, at twelve, at the Cutler's Hall, Sheffield. Sol. Mellor, Oldham.

BARBER, RICHARD, grocer, Sheffield. Pet. Dec. 12. Dec. 30, at four, at office of G. E. Gee, 23, Fig Tree-lane, Sheffield. Sol. Binns, Sheffield.

BELL, PETER, carpenter, Erith. Pet. Dec. 14. Jan. 1, at one, at the Lord Baglan hotel, Burrage-lane, Plumstead. Sol. Wymond, Chatham.

BEVERIDGE, RICHARD, grocer, King-st., Maidstone. Pet. Dec. 14. Jan. 6, at twelve, at the Bridge House hotel, London Bridge. Sols. G. and F. S. Stebbing, Maidstone.

BECKETT, JOHN, wholesale confectioner, Upper Kennington-lane. Pet. Dec. 4. Dec. 23, at three, at office of Sol. Cooper, Chancery-lane.

BOYES, THOMAS MASON, and THOMAS, RICHARD KIRKBY, drapers, Upper-st., Ilkington. Pet. Dec. 15. Jan. 3, at two, at office of Sol. James, Birmingham.

COOPER, WALTER JOSEPH, bookseller, Birmingham. Pet. Dec. 14. Jan. 1, at three, at office of Sols. Buller and Bickley, Birmingham.

COFF, JOHN, bootmaker, Skeen, near Neath. Pet. Dec. 15. Jan. 1, at eleven, at office of Sol. Davies, Neath.

CARPENTER, WILLIAM, innkeeper, Cheltenham. Pet. Dec. 15. Jan. 3, at three, at office of Sol. Champion, Brighton.

COASH, WILSON, farmer, Kirby Knowle. Pet. Dec. 12. Dec. 20, at eleven, at office of Sols. Arrowsmith and Richardson, Thirsk.

CROFT, JOHN, baker, Liverpool. Pet. Dec. 15. Jan. 2, at one, at office of Sol. Brown, Liverpool.

COLLETT, WILLIAM PERKINSON, butcher, Liverpool. Pet. Dec. 14. Jan. 11, at three, at office of Vine, public accountant, Liverpool. Sol. Bartlett, Liverpool.

COLLINS, EDWIN, beerhouse keeper, Upper Kennington-lane, Lambeth. Pet. Dec. 6. Dec. 23, at twelve, at 37, Bedford-row. Sol. Marshall.

CAMPBELL, ANDREW, licensed victualler, Minorca. Pet. Dec. 13. Jan. 1, at three, at office of Sol. Walker, King's Arms-yd., Moor-gate-st., E.C.

COXHEAD, WILLIAM FREDERICK, commission agent, Osborne-st., Strand Green-st., Hornsey, and Jewin-st. Pet. Dec. 11. Dec. 27, at three, at the Inn of Court hotel, Holborn. Sol. Godfrey.

DAVIES, HENRY, draper, Llanelli. Pet. Dec. 16. Jan. 6, at eleven, at office of Sol. Howell, Llanelli.

DAVIES, JOHN, builder, Aberystwyth. Pet. Dec. 15. Dec. 23, at eleven, at office of Sol. Thomas, Aberystwyth.

DAVIES, WILLIAM, watchmaker, Hay. Pet. Dec. 15. Jan. 5, at twelve, at office of Sol. Chene, Hay.

DAVIS, JOHN, furniture dealer, Bishops Waltham. Pet. Dec. 12. Jan. 2, at twelve, at office of Deacon, Pearce, Deacon, Paris, and Smith, Southampton. Sol. Smith.

EDWARDS, EVAN, farmer, Giffordby Farm, par. Llanwennor. Pet. Dec. 12. Jan. 4, at twelve, at office of Sol. Rosser, Pontypridd.

EWEN, FREDERICK WILLIAM, merchant, Manchester. Pet. Dec. 13. Jan. 3, at three, at office of Sols. Addleshaw and Warburton, Manchester.

EVERETT, DAVID, music seller, Tunbridge Wells. Pet. Dec. 13. Dec. 23, at half-past ten, at the Chamber of Commerce, 145, Cheapside. Sols. Stone and Simpson, Tunbridge Wells.

FISHER, JOHN WALE, refreshment house keeper, Whitehaven. Pet. Dec. 16. Jan. 9, at two, at office of Sol. Atter, Whitehaven.

FORD, MALACHI HENRY, draper, Bradford. Pet. Dec. 16. Jan. 2, at twelve, at office of Sol. Berry and Robinson, Bradford.

FLETCHER, THOMAS, contractor, Grendon, par. Halifax. Pet. Dec. 11. Jan. 15, at ten, at office of Sol. Rhodes, Halifax.

FILMER, JOHN, corn merchant, Wandsworth-rd. Pet. Dec. 12. Dec. 23, at three, at office of Sol. Ald, Eastcheap, E.C.

FILLISTON, JOSEPH, grocer, St. Leonard-st., Bromley-by-Bow. Pet. Dec. 12. Dec. 23, at one, at office of T. Ager, 3, Bernard's-lane, Holborn. Sol. Padgett, Finsbury.

GOODRICH, GEORGE HENRY, contractor, Buckingham-villa, Ealing Green. Pet. Dec. 5. Dec. 23, at three, at 37, Bedford-row. Sol. Marshall.

GRAHAM, JOHN, brickmaker, Walton-on-the-Hill. Pet. Dec. 13. Jan. 2, at eleven, at office of Sol. Morrison, High-st., Reigate.

HILLIARD, EDWARD, surgeon, Beckington. Pet. Dec. 14. Jan. 1, at eleven, at the Bristol Arms hotel, Sleaford. Sol. Bean, Boston.

HOBBS, WALTER, baker, Cheltenham. Pet. Dec. 13. Dec. 20, at three, at office of Sol. Preen, Cheltenham.

HARDWICK, HENRY, out of business, Stockton, near Tenbury. Pet. Dec. 13. Dec. 30, at three, at office of Sol. Tree, Worcester.

HAERDINE, FREDERICK, stationer, Balaall Heath, near Birmingham. Pet. Dec. 13. Dec. 23, at twelve, at office of Sol. East, Birmingham.

HURLEY, GEORGE, publican, Harborne, and Birmingham. Pet. Dec. 13. Dec. 23, at three, at office of Sol. Boraston, Birmingham.

HARRIS, HENRY, shoe manufacturer, Stone. Pet. Dec. 16. Jan. 3, at eleven, at office of Sol. Griffith, Newcastle.

HARKER, WILLIAM, out of business, Bradford. Pet. Dec. 14. Jan. 1, at eleven, at office of Mossman and Haley, Bradford.

HOLLIS, HENRY HENRIK, hair dresser, Southampton. Pet. Dec. 14. Dec. 23, at three, at office of Sol. Shuttle, Southampton.

HEATON, THOMAS, twine spinner, Lancaster. Pet. Dec. 16. Jan. 4, at eleven, at office of Sols. Hall and Marshall, Lancaster.

HARRIS, JOHN, no occupation, Bexley Heath. Pet. Dec. 13. Dec. 23, at three, at the Lord Bexley Arms, Bexley Heath. Sols. Russell, Son, and Scott, Old Jewry-chambers.

HOLLIDGE, WILLIAM JAMES, and SMALLBRIDGE, THOMAS, contractors, Portland-rd. and High-st., South Norwood. Pet. Dec. 12. Jan. 5, at twelve, at the Chamber of Commerce, 145, Cheapside. Sol. Rogers, Leadenhall-st.

JONES, WILLIAM THOMAS, electro plate manufacturer, Birmingham. Pet. Nov. 29. Dec. 23, at a quarter-past ten, at office of Sol. East, Birmingham.

JOHNSON, JOSHUA, cabinet maker, Leicester. Pet. Dec. 16. Jan. 4, at three, at office of Sols. Fowler, Smith, and Warwick, Leicester.

JOHNSON, WILLIAM, farmer, Mill House, near Thirsk. Pet. Dec. 16. Jan. 4, at eleven, at the Three Tuns hotel, Thirsk. Sol. Jefferson, Northallerton.

KETTLE, BENJAMIN, machinist, Leeds. Pet. Dec. 14. Jan. 1, at three, at office of Sol. Pullan, Leeds.

KEMPELL, JANE, and DUNDIDGE, ELIZABETH, clothiers, Leeds. Pet. Dec. 15. Jan. 2, at twelve, at office of Sols. Bond and Borwick, Leeds.

LEE, THOMAS, fish merchant, New Glace. Pet. Dec. 16. Jan. 1, at twelve, at office of Sols. Green and Winttingham, Great Grimby.

LEGG, GEORGE, licensed victualler, Bilston. Pet. Dec. 15. Dec. 30, at eleven, at office of Sols. Stratton and Rudland, Wolverhampton.

LONGSHAW, CHARLES, potter, Hanley. Pet. Dec. 11. Dec. 27, at half-past ten, at office of Sol. Stevenson, Hanley.

LEWIS, JOHN, sen., and LEWIS, JOHN, jun., tailors, Landore, near Swansea. Pet. Dec. 2. Dec. 23, at three, at office of Sols. Davies and Harland, Swansea.

LEES, SAMUEL, stationer, Sheffield. Pet. Dec. 13. Dec. 23, at three, at office of Sols. Meers, Clegg, Sheffield.

LAVENDER, ROBERT JAMES, bookseller, Gravesend. Pet. Dec. 14. Jan. 4, at twelve, at office of Sol. Mitchell, Gravesend.

LAZARUS, NATHAN, commission agent, Charterhouse-st. Pet. Dec. 14. Jan. 3, at twelve, at office of Sol. Montague, Bucklers-

MULLAND, JOHN, potato dealer, Wrafton, par. Heanton Panchard. Pet. Dec. 12. Dec. 30, at eleven, at office of Sol. Thorne, Barnstaple.

MEADOWS, THOMAS, miller, Smeeton Westerby. Pet. Dec. 14. Jan. 2, at three, at office of Sol. Owston, Leicester.

MARSDEN, BENJAMIN, joiner, Brighouse. Pet. Dec. 11. Dec. 20, at eleven, at office of Sols. Foster and England, Halifax.

MANNFIELD, ALFRED, baker, Droxford. Pet. Dec. 12. Dec. 20, at eleven, at the Royal Oak Tavern, Farnham. Sol. Ford, Portsea.

MEAD, WILLIAM, journeyman carpenter, Palace-st., Prince of Wales-rd. Pet. Dec. 13. Dec. 23, at ten, at H. T. T. Waites' offices, 42, Basinghall-st. Sol. Fulcher, Cornwall-rd., Kensington Park.

NASH, GEORGE PERGRINE, grocer, Bedford. Pet. Dec. 15. Jan. 2, at twelve, at office of Sols. Conquest and Clara, Bedford.

NEVILLE, JOHN, out of employment, Gateshead. Pet. Dec. 16. Jan. 4, at eleven, at office of Sol. Bush, Gateshead.

NAYLOR, EDWARD, brass founder, Birmingham, and Lozells, par. Aston. Pet. Dec. 14. Dec. 23, at twelve, at office of Sol. Green, Birmingham.

NEDDIAH, JOHN, farmer, Delph. Pet. Dec. 16. Jan. 2, at twelve, at office of Messrs. Horner, Manchester. Sol. Law, Manchester.

NIBLETT, WILLIAM THOMAS, builder, Highbury Works, Hornsey-rd., off. Bessville-rd., Holloway. Pet. Dec. 12. Dec. 20, at eleven, at the Ashford Arms, East of Court-hill, Lincoln's-inn-fields. Sols. Meers, Heathfield, Lincoln's-inn-fields.

PARKS, ROBERT, hotel keeper, Bytton. Pet. Dec. 16. Jan. 4, at three, at office of Sol. Owston, Leicester.

PLATT, JOHN, sawmill manufacturer, Saddleworth. Pet. Dec. 14. Jan. 4, at three, at the King's Arms hotel, Oldham. Sol. Mellor, Oldham.

PERKINSON, THOMAS, smallware dealer, Warrington. Pet. Dec. 15. Jan. 2, at three, at office of Sol. Bretherton, Warrington.

PRESTON, WILLIAM JAMES, grocer, Sudock, near Ewbury. Pet. Dec. 14. Dec. 23, at three, at office of Sol. Jenkins, Falmouth.

PULLIN, THOMAS JONAH, iron merchant, late of 6, Gracechurch-st., London, and Auckland Hill, Lower Norwood. Pet. Dec. 12. Dec. 23, at two, at office of Panam and Webber, 50, Bow-lane. Sol. Currie, King-st.

RICHARDS, BENJAMIN, tinman, Glydech, near Swansea. Pet. Dec. 13. Jan. 6, at two, at 34, Wind-st., Swansea. Sol. Kempthorne.

REEK, DAVID, labourer, Bridgend. Pet. Dec. 13. Jan. 3, at eleven, at office of Sol. Jones, Bridgend.

ROOTH, JOSEPH, fruiterer, Chesterfield. Pet. Dec. 15. Jan. 5, at twelve, at office of Sol. Cowdell, Chesterfield.

RICHARDSON, DAVID, RICHARDSON, GEORGE, and RICHARDSON, JAMES, manufacturers, Rawdon. Pet. Dec. 15. Dec. 20, at eleven, at office of Sol. Howson, Rawdon.

RICHARDS, RICHARD, engineer, Old Barge House-st., Upper Ground-st., Blackfriars-rd. Pet. Dec. 14. Jan. 4, at twelve, at office of Sols. Willoughby and Cox, Clifford's-inn.

SHILLCOCK, JOHN, general dealer, Cooper's-rd., Old Kent-rd., Camberwell. Pet. Dec. 12. Jan. 4, at two, at office of Sol. Martin, Mitre-chimbs, Fenchurch-st.

SHUBB, RICHARD CORRIE, farmer, Dorch ester, near Wallingford. Pet. Dec. 14. Jan. 2, at two, at 13, Friar-st., Reading. Sol. Dodd, Reading.

SMITH, WILLIAM, builder, Halton, near Hastings. Pet. Dec. 14. Jan. 3, at three, at office of Miller and Miller, 5 and 6, Shear-borne-lane, London. Sol. Savery, Hastings.

SUTTON, WILLIAM, pianoforte manufacturer, Birmingham. Pet. Dec. 14. Jan. 2, at twelve, at office of Sol. Solomon, Birmingham.

SKELP, GEORGE, plumber, Sherwood. Pet. Dec. 16. Jan. 5, at twelve, at office of Sols. Meers, Bright, Nottingham.

SCRAGO, JOSEPH, butcher, Hanley. Pet. Dec. 11. Dec. 27, at half-past eleven, at office of Sol. Stevenson, Hanley.

SWITHAM, EDWARD, grocer, Hingley. Pet. Dec. 18. Dec. 27, at ten, at 30, Manor-row, Bradford.

SEED, GEORGE, boatman, Leeds. Pet. Dec. 14. Dec. 20, at three, at office of Sol. Lodge, Leeds.

STRAW, THOMAS, grocer, Sheffield. Pet. Dec. 15. Jan. 4, at two, at the rooms of the Sheffield District Incorporated Law Society, Sheffield. Sol. Exam, Sheffield.

SACHS, JOSEF JULIUS, chemist, New Barns, near Barrow-in-Furness. Pet. Dec. 13. Dec. 23, at twelve, at the Royal hotel, Cumberland, Blackfriars. Sols. Southall, Thomas and Southall, Birmingham.

SHARPLES, RICHARD, coal dealer, Over Darwen. Pet. Dec. 15. Jan. 3, at twelve, at office of Sol. Hindle, Over Darwen.

SANKE, EDWIN, commission merchant, Liverpool. Pet. Dec. 14. Jan. 3, at eleven, at office of Sol. Gill and Archibald, Liverpool.

TURNER, CHARLES, fruit merchant, Bristol. Pet. Dec. 15. Dec. 23, at twelve, at office of S. Hare, accountant, 4, Exchange-buildings, Bristol. Sol. Burnard, Bristol.

TANKER, WILLIAM, mast maker, Great Grimby. Pet. Dec. 16. Jan. 1, at eleven, at office of Sols. Grange and Winttingham, Great Grimby.

THOMPSON, JOSEPH, builder, Skelton. Pet. Dec. 15. Dec. 20, at half-past ten, at office of Sol. Draper, Stockton-on-Tees.

THOMAS, JOHN, licensed victualler, Providence Inn, par. Narberth. Pet. Dec. 8. Dec. 27, at two, at office of Sols. Green and Griffiths, Carmarthen.

TARVER, WILLIAM HENRY, French master, Eton. Pet. Dec. 16. Jan. 3, at three, at the Adelaide hotel, Windsor. Sol. Durant.

TREWLINS, HENRY, out of business, Leeds. Pet. Dec. 14. Jan. 4, at eleven, at the Royal hotel, Brigsteed. Sol. Lake, Wakefield.

TRILL, JAMES DAVID, boot maker, Landport. Pet. Dec. 15. Jan. 5, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Cole, Portsea.

WILSON, JONATHAN, builder, Spennymoor. Pet. Dec. 16. Jan. 3, at two, at office of Sol. Slader, Bishop Auckland.

WOODS, JAMES MATTHEW, grocer, Wymondham. Pet. Dec. 16. Jan. 1, at three, at office of Sol. Cooks, Norwich.

WETTON, SAMUEL, milliner, Birmingham. Pet. Dec. 15. Jan. 1, at twelve, at office of Sols. Southall, Thomas, and Southall, Birmingham.

WALKER, GEORGE, clogger, Maryport. Pet. Dec. 13. Jan. 3, at eleven, at 7A, Kirkby-st., Maryport. Sol. Collin, Maryport.

WILLEY, JAMES, outfitter, Leeds. Pet. Dec. 15. Jan. 1, at three, at office of Sol. Spillett, Leeds.

WARD, JAMES, builder, Blackpool. Pet. Dec. 14. Jan. 3, at three, at office of Sol. Morgan, Blackpool.

WOODLAND, JOHN WILLIAMS, and WOODLAND, GEORGE EDWARD, printers, Runcorn. Pet. Dec. 15. Jan. 2, at one, at office of Sol. Linaker, Runcorn.

WILLIAMSON, JOHN, grocer, coal merchant, Regent-st., Piccadilly, Chesham-st., Lupat-st., Pimlico, and Parson's Mead, Croydon. Pet. Dec. 14. Dec. 20, at ten, at the Chamber of Commerce, 145, Cheapside. Sol. Holmes, Fenchurch-st.

WILLIAMS, JOHN, coal merchant, Harpenden. Pet. Dec. 13. Dec. 20, at half-past eleven, at the George hotel, Bedford. Sol. Shires, Leicester.

## Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &amp;c., are given, to whom apply for the Dividends.

High J. engineer in royal navy, 2s. 6d. At Trust. J. E. E. Dawe & Co., Union-st., Plymouth.—*Intermittent*, W. F. gentleman, Torquay, fifth and final, 2s. 1d. At office of Harding, Whinney, and Co., 8, Old Jewry.—*Bryant & Co.*, grocer, third and final, 2d. At Trust. W. Isard, 46, Eastcheap.—*Capers*, C. merchant, first, 3d. At office of Benson, Elard, and Co., 42, Westgate-rd., Newcastle.—*Wines*, B. L. solicitor, third and final, 2d. At Trust. J. E. Guard, 1, Wolsley-st., Ipswich.—*Knots*, J. and E. steel manufacturers, first joint, 3s.; first sep. of J. Knott, 2s.; first and final sep. of E. Knott, 3d. At office of Camm and Corbridge, 133 and 131, Abchurch-lane.—*Wines*, T. C. bootmaker, first and final, 3d. At Trust. J. S. Pitt, 30, Broad-st., Bristol.—*Wines*, J. W. the manufacturer, first, 2s. 4d. At Trust. K. W. Bowen, 41 and 44, Gresham-st.—*Richardsons*, A. ale and spirit merchant, final, 9d. At Trust. J. C. Wannop, 3, Carruthers-st., Scotch-st., Carlisle.—*Verdery*, W. beerkeeper, first and final, 3s. At Sols. Woodbridge and Sons, 8, Clifford's-inn.

## Orders of Discharge.

BANKRUPT'S ESTATES.

Gazette, Dec. 12.

MOORE, WILLIAM, manufacturer, Pudsey. Gazette, Dec. 15.

ABBOTT, THOMAS, clerk in H.M.'s Court of Probate, Sydney-rd., Romington.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

DEANE.—On the 17th inst., at Loughborough, the wife of Deane, solicitor, of a son.

KNOWLES.—On the 17th inst., at Biddulph, the wife of Knowles, of Blackburn, and the Middle Temple, of a son.

POPE.—On the 13th inst., at South Walk House, Rome, wife of Alfred Pope, solicitor, of a son.

SANDERSON.—On the 24th ult., at Barbadoes, W. L. M. wife of J. M. Sanderson, solicitor, of a daughter.

WHITLEY.—On the 14th inst., at 77, St. George's-square, wife of William Whitley, barrister-at-law, of a son.

## MARRIAGES.

HAGUE—DRAKE.—On the 18th inst., at St. Dunstan's London, Temple Lutton Square, solicitor, to E. Georgians, only daughter of the late Rev. George James Drake, M.A.

## DEATHS.

BIRD.—On the 17th inst., at Brighton, aged 61, Charles of the Middle Temple, and Woodford, Wells, Essex, at-law.

CLARK.—On the 18th inst., at his residence, 9, Doughty, aged 89, Thomas Clark, solicitor, 9, Gray's-inn-square, 1 year of Clement's-inn.

TURNER.—On the 13th inst., at 17, Chester-terrace, 1 park, aged 67, Sir Charles Robert Turner, formerly a Master of the Court of Queen's Bench.

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## THE LAWYERS' ALMANAC FOR 1877.

The Almanac will be sent to Subscribers to the LAW TIMES with the issue for next week.

## The Law and the Lawyers.

MEMBER of the ROLLS recently stated, for the information of members of the Bar, that on motion to vary minutes question which he could allow to be argued was what actual order made, and that he could not, on such a low the case to be re-argued. The only exceptions were parties consented to something being added to the order, as sometimes happened, when it could not be ascertained what order had been made, when his Lordship would allow it to be put in the paper and argued again.

Council of Law Reporting having been in existence for ten years cannot be considered premature in inquiring what it has done. The answer is extremely unsatisfactory. Numerous reports have been issued, but in nothing but type and very excel if indeed they come up to the contemporary requirements. No 1761.

ports. The selection of cases is by no means always judicious, whilst some of undoubted importance have not been reported at all. In short, there is ample evidence that the reporters are left pretty much to their own devices. The same remark applies to the Digest, which we have already characterised with sufficient vehemence. The council might have rendered great services to the Profession and the public, but it appears to have neither capacity nor industry. It has done nothing more than pile upon judges and lawyers the ever accumulating and unassorted decisions and dicta of a large judicial bench.

In dealing with "matrimonial reconciliations," the *Times* recognises the important part played by solicitors, putting them quite on a level with clergymen as peacemakers. It is very satisfactory to find the leading journal taking the true view of the duties and responsibilities of a class which receives from the public generally so little credit for the discharge of functions the result of which is never heard of outside private circles, whereas the miseries of litigation are readily heaped upon the very often unoffending heads of the legal profession.

WE notice the reversal of the decision of the Common Pleas Division in *Burchell v. Clarke* (L. Rep. 1 C. P. Div. 602) by the Appeal Court on the 18th inst., Sir FITZROY KELLY, C.B., dissenting. In this case, as it may be remembered, a lease was granted, *habendum* for ninety-four and a quarter years, *reddendum* for ninety-one and a quarter years. Reading the lease and counterpart together, it was, as observed by Mr. Justice BRETT, obvious that the term was intended to be for ninety-one and a quarter years, not for ninety-four and a quarter years. The consequence of holding the lease to be good for ninety-four and a quarter years would have been to give the tenant three years of occupation without paying a farthing of rent. This notwithstanding, the Common Pleas Division (consisting of Justices BRETT and ARCHIBALD) held that in an ejectment by the assignee of the lessor against the assignee of the lessee, the lease must be taken to be a lease for ninety-four and a quarter years. The reversal turned on the question whether the counterpart could be looked at as explaining the error and inconsistency on the face of the lease. The LORD CHIEF JUSTICE, with BRANWELL and AMPHLETT, J.J.A. thought it could. The LORD CHIEF BARON pronounced a weighty opinion to the contrary effect. With all respect for the majority of the Court of Appeal we cannot help thinking that the desire of carrying out the intentions of the original parties to the deed has led them into an error. The pith of the case cannot be better stated than in the decision of Mr. Justice BRETT, where he says: "The defendant has bought the premises from the lessee upon the faith of the lease. I cannot think it right to say that the purchaser of a lease, if the construction upon the face of it is doubtful, is under any obligation to look from the superior to the inferior document to see whether or not the two are consistent. He has a right to assume that the counterpart is in all respects in conformity with the lease. I think the plaintiff is not entitled to this remedy as against the defendant who was not a party to the original lease. We must, therefore, treat the lease as unreformed." It appears to us a perilous extension of the doctrine of constructive notice to hold that contradiction or ambiguity in an original instrument casts upon the person taking the benefit of it notice by which he is put to an inquiry whether such contradiction or ambiguity may not be explicable by reference to a counterpart or other extrinsic circumstances.

THERE are few branches of law probably which require a more careful consideration or more accurate knowledge for the application of the appropriate principles in any given case than that respecting nuptial settlements. Vice-Chancellor HALL decided in *Price v. Jenkins*, on the 20th inst., rather a novel question with respect to the validity of such a settlement as against a *bona fide* purchaser for valuable consideration. The question actually raised was whether the consideration of marriage, which is itself a valuable consideration, extends to limitations in an ante-nuptial settlement in favour of children by a former marriage as against subsequent *bona fide* purchaser for value. This obviously raises a question as to the extent of the consideration. Of the general rule there can be little doubt. The valuable consideration of marriage extends only to support interests given to the husband, wife, and the issue of the marriage, and to no other persons (see *May's Voluntary and Fraudulent Alienations of Property*, p. 326). Two limitations were engrafted upon this rule by subsequent cases. Thus it was said by the LORD CHIEF JUSTICE, in *Clarke v. Wright* (30 L. J., 113, 120 Ex.), "Upon the rule that in a marriage settlement a limitation in favour of the relations of the settlor, other than the issue of the marriage, will be invalid, two exceptions have, it seems to me, been engrafted by very high authority. In *Newstead v. Searles* (1 Atk. 265), Lord HARDWICKE held that in a marriage settlement the settlor might introduce a limitation in favour of the children of a former marriage, while in *Clayton v. The Earl of Wilton* (3 Mad

362n.), Lord ELLENBOROUGH, and the Court of King's Bench, upheld against a purchaser for value a similar limitation on a marriage settlement, in favour of the issue of the settlor by a future wife in default of issue of the intended marriage." In *Newstead v. Searles* a settlement by a widow on her grandchildren was held valid as against creditors. In *Clarke v. Wright* a widow having settled her property in trust for herself for life with remainder to her husband for life, with remainder to her illegitimate son in fee, joined with her husband in mortgaging the property. The last limitation, however, was held good as against the mortgagee. Mr. Justice WILLIAMS dissented from this decision in the Exchequer Chamber, contending that *Newstead v. Searles* simply decided that the limitation was not fraudulent, nor that it was founded on a valuable consideration. The same learned Judge also rested his opinion upon the fact, that it is now established that every voluntary conveyance is fraudulent against a subsequent purchaser for value. Thus Lord HARDWICKE himself has said in *Townsend v. Windham* (2 Ves. Sen. 10), "Every voluntary conveyance made, where afterwards there is a subsequent conveyance for valuable consideration, though no fraud in that voluntary conveyance, nor the person making it at all indebted, yet the determinations are that such mere voluntary conveyance is void at law by the subsequent purchase for valuable consideration." In another case Lord HARDWICKE upheld a settlement by a man on his second marriage in favour of a son by his former marriage as against creditors: (*Ithell v. Beane*, 1 Ves. Sen. 215.) Vice-Chancellor HALL has decided in the present case that the marriage settlement, so far as regarded a son by the former marriage, was voluntary, and therefore void as against a subsequent purchaser for valuable consideration. We shall look forward with some interest to the publication of the report of this judgment, inasmuch as the authorities are certainly not clear.

#### DISCOVERY.

THE framers of the Judicature Act evidently intended that in the majority of cases a writ of summons should be the end, as well as the beginning, of an action. Hence the numerous indorsements which are to be made upon it, such as the names of the parties (and their character, where representative), the general nature of the action, and the amount of money claimed, or the other relief sought.

It lies upon the defendant, in the first instance, to decide whether any further proceedings are necessary. If he cannot gather from the writ of summons what is the demand made upon him, or if the writ does not suffice to bring the circumstances to his memory, he must apply to the plaintiff to furnish him with a more detailed statement of his claim.

The courts have decided that until pleadings have been exchanged by the parties, discovery will not be ordered, whether in the shape of answer to interrogatories, or of the production, or inspection, of documents. Before an opportunity has been given to a party to state his own case, he may not be called upon to do so by process of discovery.

The exceptions to this rule are very few. It has been decided that the mere fact of ignorance of one of the parties as to his opponent's claim gives him no right to seek discovery before pleading. If a defendant, for instance, is utterly unaware of the cause of action he must first plead, stating his inability through ignorance to make a more complete defence; and reserving any defence which may be open to him when he knows more of the facts. The decisions, however, do not abrogate the rule of court which allows interrogatories at any stage of an action. There may be a state of circumstances rendering discovery proper before pleading. It is most probable that the economy of such a proceeding would have to be very clearly shown; or else, which is more likely, the time available for obtaining discovery must be proved to be very limited.

Nothing has been decided as to whether discovery may be obtained before reply, or subsequently pleaded. Take, for example, a case where the defendant is in total ignorance of the claim of the plaintiff, and pleads the fact. May the plaintiff resist discovery on the ground that he will amend his statement of claim? The point seems to be immaterial, and for this reason: The claim must have made out a *prima facie* case; the defence has denied liability, and pleaded ignorance as an excuse for a fuller answer. Surely the defence should move further, so as to bring itself *au courant d'affaires*: and discovery is the means it should adopt.

In the usual course of things pleading must precede discovery. There are two ways in which discovery may be obtained, when the proper time for it comes: the one is by production of documents, and the other by answers to interrogatories. It is clear that the two processes are to be conducted upon the same principles—that there is no other distinction between the two kinds of evidence than the mere fact that the one is originally in writing and the other is material within a party's own knowledge and reduced to writing. Discovery, it is true, sometimes incidentally aims at the security of a document, but its object is generally nothing more than to procure information, and never to pass a title. That would be an encroachment upon the objects of

relief. For information the inspection of a document, liberty to copy it, is as valuable as the possession of it. Inspection is in effect the same thing as production.

The object of discovery is to enable a party to prove his case of his opponent's mouth, or from documents in his possession, not to enable him to fish out a case to bring, or a defence to put. An interrogatory may ask whether a specific fact is true, but what are the general facts of a supposed case. Production of the documentary evidence relating to a matter in dispute may be obtained, but it is not regular to interrogate as to what documents generally a party has. A specific question, "have you documents relating to a specific statement in the plaintiff's case," has, however, been allowed.

As a general rule, discovery will be given in aid of an action of anything within the personal knowledge of an opponent, or documents in his possession, provided that the action in which they are sought is maintainable, that the discovery relates to a case of the party seeking it, and that it is not sheltered by some ground of protection.

The facts relied on by the parties are contained, partly in indorsement upon the writ of summons, and partly upon pleadings. As discovery is the evidence of a party to be given before trial, it must relate to the facts so stated. The nature of the action indorsed upon the writ would usually be general to be the foundation for an interrogatory. Besides more detailed statement must be asked for before interrogatories can be put. The representative character of a party is a ground of protection. The amount of the claim may, at proper time, be the subject of discovery. If a claim is liquid its amount will rarely be disputed; if unliquidated, the conditions by which it is arrived at must be fully disclosed. Stories related by the parties in their pleadings are the primary basis of interrogatories. In reference to them, any interrogatory may be put which does not encroach upon one of the grounds of protection afforded by the law, viz.:

1. That the answer may tend to subject to a penalty or forfeiture.
2. That an answer would be immaterial to the purposes of the action.
3. That an answer would be a breach of professional confidence.
4. That the answer sought is not evidence to support the case of the party seeking it.

The more reticent a party is in his pleading, the more search may be the discovery sought for. For instance, if a defendant in an action for breach of promise of marriage were merely to state his liability, he might be specifically asked, "Did you not make such a promise (as alleged)?" Where, however, the cause of action may be the subject also of a criminal proceeding, a question would offend against the protection (1) as above.

Production and inspection of documents may be resisted on the same grounds.

In conclusion, there are some points of discovery which depart from the rule that discovery is granted equally to both sides. A claimant, for example, must discover strictly his case which the party in possession need not do. This follows from the fact that a claim for relief not showing a cause of action cannot be sustained.

A compromise has been ordered to be discovered. A defendant has been required to state upon what terms he had compromised with a third party a claim similar to that of the plaintiff; the plaintiff has been ordered to discover to some of the defence the terms he had come to with others of them. The discovery afforded in these cases was not within any ground of protection.

#### THE EFFECT OF RE TURNER, EX PARTE ATTWATER

WE briefly mentioned last week that the Court of Appeal in *Turner v. Attwater* had decided that an unregistered bill of sale which takes actual possession before the grantor commits an act of bankruptcy on which he is adjudicated or files his petition nevertheless unprotected if the grantor has committed a prior act of bankruptcy.

One effect of this is:

If A. on Jan. 3 advances B. £1000, in consideration of which B. assigns him personal chattels, and B. does not register the assignment, but on Jan. 30 takes possession and sells, he is to refund the proceeds to the trustee of B. appointed under a petition filed by B. in December, should B. have committed an act of bankruptcy on Jan. 1.

Sections 94 and 95 of the Bankruptcy Act of 1869 say that a *bona fide* disposition by the bankrupt of his property shall be notwithstanding a prior act of bankruptcy.

In *Ex parte Arnold*, *re Wright*, Lord Justice Mellish said that sect. 94 was intended to protect every transaction not amounting to a giving away of the bankrupt's property.

Therefore the Court of Appeal must mean that an assignment of personal chattels which, although not registered, is *good against the grantor*, is not a disposition of the bankrupt's property.

If it is a disposition of his property, it is valid as against the trustee, notwithstanding a prior act of bankruptcy (sect. 95).

It was admitted in this case that if the debtor had sold the goods and paid the creditor, the payment would have been proved by the proviso in sect. 92.

But because the creditor paid himself without the assistance of the debtor, the prior secret act of bankruptcy is brought in to meet him, and give the proceeds of the goods to the trustee. His remarkable decision is based entirely on the words of the 1st of Sale Act, which says that a bill of sale not registered within twenty-one days shall be void against assignees of the estate of a bankrupt, if the goods and chattels comprised therein were sold at or after the time of such bankruptcy, or the filing of the bankrupt's petition, in the possession or apparent possession of the grantor.

The Court of Appeal say that "such bankruptcy" means the committing of any act of bankruptcy within twelve months before adjudication, disregarding the fact that when the Bills of Sale Act was passed in 1854, the Bankruptcy Act of 1849 was in force. Justice Bramwell observed that the Act of 1869 could not repeal the Bills of Sale Act, and that the latter must be construed strictly, although inconsistent with the Bankruptcy Act of 1869, in which the title of the trustee rested.

### USE OF EXTRINSIC EVIDENCE TO SUPPLEMENT OR CONTROL DOCUMENTS OF TITLE.

#### VIII.—EQUITABLE PRESUMPTIONS.

##### 7.—Vendor's Lien.

(Continued from p. 113.)

Lord CHANCELLOR HATHERLEY, when Lord Justice Wood, was of opinion (*Wing v. Tottenham and Hampstead Junction Railway Company*, L. Rep. 3 Ch. App. 740), that the 85th section of the Bills of Sale Act does not transfer the absolute ownership to a venditor, and that it merely empowers them to take and use the land on making a deposit of a sum of money and giving a bond. Lord Justice Selwyn further held that a vendor of land to a railway company who have entered and used it for the purpose of their railway is entitled to the same lien on the land for unpaid purchase money, and the same remedies for enforcing it as an ordinary vendor.

Parties purchasing a guaranty which eventually fails, have no right to the benefit of the vendors. Thus the Western Assurance Society, in consideration of the Albert Company taking upon itself all the liabilities of the society, agreed to refer to the Albert all the funds and property of the society. The Chancellor James and Vice-Chancellor Bacon held that the vendor of the society was not entitled, upon the principle of the vendor's lien for unpaid purchase-money, to have delivered back to him by the liquidators of the company a lease, mortgages, and insurance policies, which had been handed over; also that the vendor of the society was not entitled on any principle analogous to the right of a surety who discharges the debt of the principal to the benefit of the reinsurance policies (23 L. T. N. S. 726; L. Rep. 10 Eq. Ca. 178).

And where the consideration is an annual rentcharge, the extinction of the parties negatives the existence of the lien, *The Jersey v. The Briton Ferry Floating Dock Company* (L. Rep. 1 Ch. App. 409).

In *Re Parkes* (1 Glyn & J. 228) Vice-Chancellor Sir John B. held that a bond, being merely a security for payment of purchase-money, does not destroy the lien, but that the promise of a covenant by which the vendor consents to the postponement of payment till two years after a resale do destroy it. Such a covenant is an implied authority to the vendee to take premises discharged of the lien, and a consent to rely upon personal security of the bankrupt.

A contract for re-purchase is to be distinguished from the relation of debtor and creditor in an ordinary sale. Thus in *Knox v. Porter* (L. Rep. 5 Ch. 515; 23 L. T. Rep. N.S. 227), the plaintiff took an annuity, to continue during his own life, to the defendant, it was agreed that the plaintiff should appear at an insurance office for the purpose of having his life insured, and should, if he died beyond the seas, pay any extra premium which might be charged thereby, and that he might at any time re-purchase the annuity for the sum which was originally paid for it. The defendant insured the life of the plaintiff and paid the premium in full. The plaintiff afterwards re-purchased the annuity, and the question was raised whose property was the annuity. Lord Chancellor Hatherley thought that the Chancellor Stuart had made a fundamental error in treating the case as one of debtor and creditor, and in speaking of the annuity money as property created by the plaintiff's money, and in his opinion, the annuity belonged not to the plaintiff but to the purchaser until the plaintiff chose to buy it back.

Mr. Sugden, in the seventh edition of his work on "Vendors and Purchasers," p. 258, expressed a doubt, which he repeated in the eighth edition, p. 284, whether the lien existed in favour of the vendor who has paid the purchase-money. In *Burgess v. Wheate* (Black 150; 1 Eden, 211) Sir Thomas Clarke impugned the authority of Mr. Sugden's doubt, viz., that it would be raising a

debt against the express agreement of the parties. Lord Eldon, in *Mackreth v. Symmons* (15 Ves. 345), agreed with Sir T. Clarke, and thought that Mr. Sugden assumed this very matter in controversy in assuming that there was no debt between the parties.

Accordingly, in *Rose v. Watson* (33 L. J. 385, Ch.; 10 Jur. Rep. N. S. 297; 10 L. T. Rep. N. S. 106), where the evidence failed to establish the title, Lord Chancellor Westbury thus laid down the law: "When the owner of an estate contracts with the purchaser for the sale of it, or even for the immediate sale of the ownership of the estate is in equity transferred by that contract. Where the contract is undoubtedly an executory contract in this sense, viz., that the ownership of the estate is transferred subject to the payment of the purchase money, every portion of the purchase money paid in pursuance of that contract is a part performance of the contract, executes it, and to the extent of the purchase money so paid does in equity finally transfer to the purchaser the ownership of a corresponding portion of the estate. If that contract fails, and the failure is not to be attributed to any misconduct or default on the part of the purchaser, the question is a very obvious one. Is the purchaser to be deprived of the interest in the estate which he has acquired by that *bonâ fide* payment? It only gives in point of fact an additional ground of complaint to the purchaser that he cannot obtain the estate he contracted for. The money was money advanced on the faith that the land, the subject of the contract, would become the property of the respondent, and being so paid as part of the purchase money, the Lord Chancellor thought that their lordships would have little difficulty in ruling that these sums of money thus paid formed powerful sums, in respect of which a lien arose from the time of payment in consequence of the subsequent failure of the vendor to perform the contract, and being a lien they bore fruit consequently, that is to say, they entitled the person who is possessed of the lien to interest in respect of them."

### AGENCY.—LIABILITY OF AGENT TO PRINCIPAL.

#### NEGLIGENCE IN PERFORMING UNDERTAKING.

An agent is liable for misfeasance in performing a gratuitous undertaking if he fails to exercise that degree of skill which is imputable to his situation or employment. Any failure on his part to fulfil the obligations imposed upon him as being possessed of the skill which he holds himself out to the world as possessing is actionable negligence. The expression "gross negligence" is discarded for reasons already mentioned. A reference to any reported case where the defendant has been charged with negligence will show at once that the whole argument and reasoning have gone to demonstrate that the negligence, if any existed, was or was not actionable. That this is always the real inquiry in an action for negligence cannot be doubted, and it is impossible to see in what way this inquiry is facilitated by attempting to qualify the variable term "negligence" by an adjective (gross), which cannot be defined to any useful purpose.

The following cases sufficiently illustrate the above propositions:—

In *Shiells v. Blackburne* (1 H. Bl. 158), decided 1789, the defendant, a general merchant, undertook without reward to enter a parcel of goods of G. together with a parcel of his own of the same sort at the custom house for exportation. In order to save the expense and trouble of a separate entry at the custom house, he by agreement with G. made one entry of both the cases, but did it under the denomination of wrought leather instead of dressed leather. Owing to this mistake the two cases were seized, and the assignees of G., who had become bankrupt, brought an action to recover the value of G.'s parcel. The defendant's liability was urged on the ground that although an action would not lie for nonfeasance it would for a misfeasance.

Lord Loughborough agreed with Sir William Jones (Law of Bailments, p. 120) that when a bailee undertakes to perform a gratuitous act, from which the bailor alone is to receive benefit, there the bailee is only liable for gross negligence; but if a man gratuitously undertakes to do a thing to the best of his skill, where his situation or profession is such as to imply skill, an omission of that skill is imputable to him as gross negligence. His Lordship acknowledged too that if in this case a ship-broker or a clerk in the custom house had undertaken to enter the goods, a wrong entry would in them be gross negligence, because their situation and employment necessarily imply a competent degree of knowledge in making such entries; but when an application under the circumstances of this case is made to a general merchant to make an entry at the custom house, such a mistake as this is not to be imputed to him as gross negligence.

Mr. Justice Heath said "The defendant in this case was not guilty either of gross negligence or fraud, he acted *bonâ fide*. If a man applies to a surgeon to attend him in a disorder, for a reward, and the surgeon treats him improperly, there is gross negligence, and the surgeon is liable to an action; the surgeon would also be liable for such negligence if he undertook gratis to attend a sick person, because his situation implies skill in surgery; but if the patient applies to a man of a different occupation for his gratuitous assistance, who either does not exert all his



skill, or administers improper remedies to the best of his ability, such person is not liable."

*Wilkinson v. Coverdale* (1 Esp. 74, 1793), was an action against a person who had gratuitously undertaken to procure an insurance against fire for certain premises belonging to the plaintiffs, but who, in effecting it, acted so negligently that the plaintiff lost the benefit of it, and suffered a total loss. Lord Kenyon, before whom the case was tried, expressed a doubt whether any action could be maintained on such an undertaking. *Erskine* for the plaintiff thereupon cited a manuscript note of the case of *Wallace v. Talfair*, decided at Nisi Prius before Mr. Justice Fuller, when it was ruled in a similar action, "that though there was no consideration for one party's undertaking to procure an insurance for another, yet where a party voluntarily undertook to do it, and proceeded to carry his undertaking into effect, by getting a policy underwritten, but did it so negligently that the party could derive no benefit from it, in that case he should be liable to an action." Lord Kenyon acquiesced, but the plaintiff failing to prove any promise to insure on the part of the defendant, was nonsuited.

*Coplett v. Gordon* (3 Campb. 473) decided in 1813, was an action for the value of goods which the defendants had neglected to insure. The plaintiff residing in South America, sent a bill of lading of certain bales of cotton to the defendants, who were merchants in London, and requested them to effect insurance to the full amount. The defendants had not done business for the plaintiffs before, and had given no promise to act as his consignees, nor did they wish to do so. On receiving the bill of lading they indorsed it over to M., a friend and creditor of the plaintiff. M. procured the insurance, and received the goods, but afterwards became insolvent, with the proceeds in his possession. The plaintiff then sued the defendants for the value. The case was tried before Lord Ellenborough, who told the jury that the defendants had no right to indorse the bill of lading, though he was not quite clear what they ought to have done. "They had their election," said his Lordship "either to take or reject the bill of lading. If they took it, they were bound to take it according to the terms of the consignment, by which they themselves were to insure and sell the goods." A verdict for the value of the goods was entered for the plaintiff.

In *Pappa v. Rose* (L. Rep. 7 C. P. 32, affirmed *ib.* 525, 1872) the defendant was a broker employed by the plaintiff to sell some raisins on the terms of the following sale note: "Sold by order, and on account of P. (the plaintiff), to arrive, to my principals H. and Son, 500 tons of black Smyrna raisins, 1869 growth, fair average quality, in the opinion of the selling broker," signed J. R. (the defendant). Upon the arrival of the raisins, H. and Son objected to their quality, the defendant accordingly examined them, and decided that they were not of the quality mentioned in the sale note. The buyers accordingly refused to accept them. The plaintiff then brought an action against the broker on the ground that he had shown want of skill in deciding upon the quality of the currants. The Chief Justice of the Common Pleas (Sir W. Bovill), after consulting Mr. Justice Willes, ruled, so far as the ruling is material for the present question, that the defendant was appointed to act as an arbitrator or judge of the quality, and was, therefore, not liable for an error in judgment or want of skill in certifying the quality if he acted honestly and *bonâ fide*. The plaintiff elected to be nonsuited. A rule for a new trial was discharged by the Common Pleas, the judgment of which court was affirmed in the Exchequer Chamber. Mr. Justice Brett said, "I think it is quite unnecessary for us to determine what is the true construction of the contract, because I think the Lord Chief Justice was clearly right on the second point. The ruling upon that was not that the defendant was in the strict sense of the term an arbitrator, but that he was a person filling a position which brought him within an exception well-known to the law of

England, viz., that a person who is appointed and is acting as an arbitrator to determine a matter in difference between two more persons does not enter into an implied promise to bring the performance of the duty entrusted to him a due and reasonable amount of skill and knowledge. The question is merely as to an implied undertaking; and the law says there is none such. If then, the defendant within that exception? I apprehend that every person falls within it who has taken upon himself to determine a disputed matter between two persons who have agreed to be concluded by his opinion."

In the Exchequer Chamber, Chief Baron Kelly said: "It is the duty of the broker to make the contract, and he must engage his principal to enforce it, which he cannot do unless he (the broker) expresses his opinion on the goods. But having entered into an implied contract to give that opinion, is he bound to exercise skill in the matter? He may have impliedly contracted to do all that is necessary to enable him to give an opinion, it is to say, he is bound to examine the goods, as no one can give an opinion on goods without looking at them. . . . The position of an arbitrator was used in the court below only as an illustration, and to assist the court in determining the nature of the contract. If two parties agree to submit a question to a third, the third party is not bound to give an opinion. But if this third party is in any way a party to the transaction, and is acting for his reward, he is just as much bound to give his opinion as the other two are to abide by it. . . . If the arbitrator agrees to give an opinion, I deny that there is any contract to use skill."

*Jenkins v. Bethan* (15 C. B. 160; 24 L. J. 94, C. P.) was distinguished on the ground that the defendant, who was employed as a valuer, was a valuer, and thereby held himself out as a person possessing skill in the subject-matter.

The result of the cases may be stated in the following terms:

1. An agent, whether remunerated or unremunerated, is liable for negligence in performing an undertaking.
2. Actionable negligence in the case of an unremunerated agent consists in a failure to exercise that skill which is implied in his situation or employment, or which he holds himself out to the world as possessing.

## LAW LIBRARY.

*The Merchant Shipping Laws.* By A. C. BOYD, Barrister-at-Law. London: Stevens and Sons.

MR. BOYD has adopted an excellent plan in this treatise, he has brought together under the sections of the Merchant Shipping Act of 1854, all cognate sections of other Acts and orders by which means he provides the practitioner with something approaching to a digest of the law and procedure connected with shipping. Having done this he leaves the statutes to speak for themselves, but in some instances he adds notes which show an intelligent acquaintance with the law. The work thus being mainly a collection of the provisions of Acts of Parliament, the great desideratum is obviously a good index, and this Mr. Boyd has taken particular care to supply. We recommend the work as a very useful compendium of shipping law.

*The Popular Conveyancer.* By JAMES BALL. London: B. T. B. worths.

THIS is mainly a book of precedents, comprising ordinary conveyances, leases, mortgages, marriage settlements, simple wills. Mr. Ball is "a conveyancing clerk, reading to the Bar," and as he says, able by his own experience to anticipate the wants of others. The work shows that Mr. Ball has a clear conception of conveyancing, his notes are well written and compendious, and the precedents have been selected with great care. Such a book must commend itself to students and practitioners.

## SOLICITORS' JOURNAL.

THE "law's delay" has become proverbial, and the confusing and unsatisfactory manner in which the routine business of the law courts is administered, is at the present time more loudly complained of than ever. These complaints find their way into the columns of the leading journals, at the instance of lawyers themselves be it observed. Two points have to be considered—are these complaints well founded, and does the publication of such complaints serve any useful purpose? The first question may be dismissed by giving it an affirmative answer. It is beyond dispute that the common law judges' chambers bear a greater resemblance to a bear garden than to an important branch of a court of justice. We speak strictly within the limits of truth when we say that nineteen solicitors out of twenty will not attend these chambers, so that what common law clerks cannot do, counsel is called upon to under-

take. This has lately been very properly pointed out by a letter from a solicitor published in the *Times*. In all the law chambers and law offices, there is a great deal of unnecessary delay, but nowhere to such an extent as in the Chancery Judges' chambers. Even in friendly suits, as a solicitor writing to the *Times* on Tuesday last pointed out, the delay that now takes place is as serious and as unnecessary as ever it was. We have pointed out in these columns that one of the chief reasons for this is that the chief clerks have more work than they can possibly get through. The business of these offices is conducted with the greatest quietude and decorum, the arrangements are excellent, and nothing but an insufficient staff of chief clerks can account for the delay which is often so serious in its consequences to suitors and their interests. But it is quite unnecessary to pursue this investigation further; every lawyer in active practice knows very well that what we allege is correct. Now, as to the second question, does the discus-

sion of these complaints in the public press serve any useful purpose? This course has for years been adopted by lawyers without any substantial remedial reform, that we posed to doubt whether it does serve any purpose, for nothing but the interference of the Legislature will provide a remedy, and in the *Times* very properly points to complaints such as his serve to excite the ears and to prevent blame being cast upon the shoulders of those who ought not to bear it, but not to secure any redress. In short, the Profession complains to no

CONSISTENCY, in its strictest sense, is of which few men can fairly boast. The statesmen have been guilty of grave inconsistency. It is not, therefore, to be wondered at that a law officer in the person of John Holker, M.P., should be found to lack this virtue when submitted to a crucial

comparing what he said about the privileges when, as Solicitor General, he learned of the proposed Bill 1874, which proposed accountants to a penalty of £10, veral, when infringing the provisions of the Stamp Act 1870, with what he said the in the Exchequer Division at West- hen, as Attorney-General, he represented in the case of the *Attorney-General v. Whiffin*, which case the learned gentleman re- judgment for £50 by way of penalty Stamp Act 1870, against the defendant, ing a bill of sale. We reported this in our issue of the 2nd instant. The the chief law officer, to which we refer be found in our issue of the 11th July 193. This report was specially taken v. TIMES, and we can vouch for its cor- In order to do the learned Attorney- possible injustice, we will place his is in each case in juxtaposition, and readers to judge how far the soft im- to which we have subjected the chief is warranted by facts.

om the speech Extract from the speech of Sir John Holker, as Attorney-General, in the recent case of *The Attorney-General v. Tett* :—

"The *Attorney-General*, in opening the case, said that this was a proceeding for a penalty incurred by the defendant under the provisions of the 33rd & 34th Vict. c. 97, s. 60, which provided that—'Every person who (not being a solicitor, barrister, or a duly certificated attorney, solicitor, proctor, notary public, writer to the signet, agent, procurator, conveyancer, special pleader, or draughtsman in equity) either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate, or any proceeding in law or equity, shall forfeit the sum of £50.' The result of that provision was that any unqualified person who drew certain legal instruments incurred a penalty, and in his opinion the provision was a wise one, and necessary for the protection of properly qualified practitioners as well as for the public. It was very hard upon a man who had gone through a long, a laborious, and an expensive training, and who had thereby duly qualified himself for the practice of the law, that he should be subject to the competition of those who were unqualified, and, as a rule, were quite unfit to undertake the conduct of legal matters; and it was for the interest of the public that their legal affairs should be transacted by duly qualified persons, who, in case of want of skill or negligence, were liable to an action or were subject to the control of the courts. The facts of the case were short and simple. In 1874 the defendant, who appeared to be an accountant, took a part of a house in Westbourne Park, from a Mr. Smith. He then seemed to have entered into the transaction of legal business of various kinds. In August, 1874, a gentleman who was in want of money obtained through the defendant the loan of £147 from the defendant's land- lord. How much of that sum eventually reached the hands of the borrower it was difficult to say, but there were considerable sums deducted from it for interest and commission. The loan, however, was to be secured by a bill of sale on the borrower's furniture. He was in a position to show that that bill of sale was prepared by the defendant, who wrote it and got it executed, and who charged for his services in that respect the sum of 10 guineas, the amount being deducted from the sum lent before it reached the borrower's hands."

Under this accountant a document in the cre of 1th reference apcy, would a penalty of us should be understand, the business and than an he was more an attorney k. Again, an prepared a h regard to herty, would o the same ould not be er the rema- is work. He ould be most sanction any ling to these h regard to ause, which ls of sale, it thought, de- ge a man to ttorney. It ppened in that an at- n sooner or eing eagerly there was a other House visions with ls of sale, robably meet ents of the He should the second ill, but he the third either to be considerably mittee."

ition that Mr. C. E. Lewis warmly

supported the Legal Practitioners' Bill, and retorted upon the Solicitor-General by saying that he was surprised that the learned gentleman should have objected to the third clause of the Bill, which only embodied a principle contained in earlier statutes, the 44 Geo. 3, c. 98, s. 14, and 33 & 34 Vict. c. 97, s. 60, which Mr. Lewis read to the House. The following is the third clause referred to, to which the learned Attorney-General is—we suppose—not now so strongly opposed :—

Every person who (not being a serjeant-at-law, barrister, duly certificated attorney or solicitor, proctor, notary public, writer to the signet, agent, procurator, certificated conveyancer, special pleader, or draughtsman in equity), either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument relating to real or personal estate, or any proceedings in law or equity, shall for every such offence forfeit the sum of £10. Provided as follows:

- (1) This section does not extend to—  
Any public officer drawing or preparing instruments in the course of his duty;  
Any person employed merely to engross any instrument or proceedings.
- (2) The term "instrument" in the section does not include—  
(a) Wills or other testamentary instruments;  
(b) Agreements under hand only;  
(c) Letters or powers of attorney;  
(d) Transfers or assignments of stocks, shares, or bonds.

Penalties incurred under this section are to be sued for by a qualified practitioner by action brought in the county court within the jurisdiction of which the cause of action shall have arisen, and may be recovered with full costs of suit.

Penalties recovered under this section shall be paid over to the Receiver-General of Inland Revenue. It may be that the Attorney-General has taken an altogether different view of the matter; if so, we hope the Legal Practitioners' Society will introduce this provision as framed in their Bill of last session (which we consider an improvement on the above), into Parliament next session for the fourth time.

UNDER the heading "Commissions" letters have during the past week appeared in the columns of the *Times*, the subject matter of which, we hope, will not be lost sight of by solicitors. "An Auctioneer" in one of such letters, and "A Broker" in another, point out the extent to which solicitors take, or rather insist, upon the payment of a "commission." Within certain well-defined limits we see no objection to this practice, but when it is carried to the length it now sometimes is, threatening as it does, to induce a solicitor to consider the payment of the commission as of greater consequence than the genuine interests of the client, then we must denounce it as a dangerous and unprofessional proceeding.

MANY things have contributed to militate against the perpetuation of a good old custom by which at Christmas time London agents sent to solicitors who were their country clients presents of oysters, cheeses, &c., yet we are happy to say that this practice was this year observed to a considerable extent among the old-established agency houses in London. We fear, however, that a few more years will see this professional custom rooted out. The agency of to-day is indeed a very different thing from the London agency of twenty-five years ago.

GREAT inconvenience is experienced by the Profession in London from the fact that most law stationers who sell printed forms of affidavits, print in the form of jurat at the foot thereof, the words "at judges' chambers." In the great majority of cases, therefore, in which affidavits prepared by the use of these forms are sworn before commissioners for oaths away from judges' chambers, it becomes necessary for the commissioner to re-write the entire jurat. This, of course, occasions unnecessary delay, and certainly does not look well. The words in question should be omitted from all such forms.

#### COURT OF APPEAL.

SITTINGS AT LINCOLN'S INN.

Wednesday, Dec. 20.

(Before JAMES, L.J., BAGGALLAY, and BRAMWELL, JJ.A.)

HALL v. EVE.

*Pleading—What may be alleged in a reply.*

THIS was an appeal from a decision of Bacon, V.C. It raised an important question of practice under the new rules. The plaintiff in the action claimed specific performance of an agreement entered into between the defendants Eve and Whiffin and a co-defendant Lane, for the granting of a lease of certain property to Lane with an option to the lessee to purchase. Lane had transferred his interest to the plaintiff, and notice had been given to exercise the option, but the defendants Eve and Whiffin refused to execute a conveyance. By their statement of defence Eve and Whiffin alleged that, before the transfer to the plaintiff,

Lane had committed a breach of the conditions of the agreement, which entitled the defendants to put an end to it. The plaintiff delivered a reply, by which he admitted some of the statements in the defence and denied others. He said that if there had been any breach (which he denied), it had been waived; and that, if the plaintiff had broken one of the provisions of the agreement, the defendants were not, for reasons which he stated, entitled to determine the agreement. He made various other allegations, and, finally, he joined issue with the defendants Eve and Whiffin upon their statement of defence, except as to so much of it as he had admitted; and with this reply the plaintiff served a notice of trial. The Vice-Chancellor, on the application of the defendants Eve and Whiffin, ordered both the reply and the notice of trial to be set aside as irregular and erroneous in point of form. His Lordship held that the plaintiff ought to have amended his statement of claim, and gave him leave to do so. The plaintiff appealed.

Sir H. Jackson, Q.C. and C. Browne, for the plaintiff, contended that special replications are admissible under the new rules, and that this course is the most convenient.

Kay, Q.C. and Horton Smith, for the defendants, argued that the reply contained inconsistent cases, and was open to the objection of double pleading, and that the amendment of the statement of claim was most convenient. At any rate, the Vice-Chancellor had a discretion in the matter, and the Court of Appeal would not interfere.

JAMES, L.J., said that the case reminded him of a saying of the late Mr. Jacob, which he had often heard quoted, that the importance of questions stood in this order:—The most important of all was costs; the next was practice; and the third, which came very far behind, was the merits of the case. The time occupied in the argument of the present case was wholly disproportionate to its importance. The plaintiff, by his statement of claim, said, "I am entitled to specific performance of a certain agreement." The defendants, by their statement of defence, said, "You have committed breaches of the agreement which entitle us to put an end to it." The plaintiff, in his reply said, "Your allegations are not true, and, if they are, the things which you say I have done I was induced to do by you." It was not questioned that the plaintiff was entitled to say this in some way if it was true. The only question was whether he was entitled to say it as part of his replication. Now, Order XIX. rule 2 said that the plaintiff should deliver a statement of his reply (if any) to the defence, and there was no limit that his lordship knew of as to what might be said in the reply, except that it must not be irrelevant or scandalous, or anything which the court might consider as tending to prejudice, embarrass, or delay the fair trial of the action. The reply was left as much at large as the statement of claim or the defence. It was contended that the plaintiff ought to have said what he had to say by means of an amendment of his statement of claim, and, of course, if the rules had so provided, the court would be bound by them. But if the rules had not so provided, it seemed to his lordship most illogical that the plaintiff should have to do this. It was no part of the statement of claim to anticipate the defence, and to state what the plaintiff would have to say in answer to it. This would be a return to the old system of pleading in the Court of Chancery, which certainly ought not to be encouraged, when the plaintiff used to allege in his bill imaginary defences of the defendant, and to make charges in reply to them. His Lordship was of opinion that the reply was the proper place in which to meet a defence by confession and avoidance. The appeal must, therefore, be allowed.

BAGGALLAY, J.A. was of the same opinion. Order XIX., rule 2, pointed out the proper course to be pursued in ordinary cases, and there was no restriction of the generality of the words—no suggestion that they applied only to a simple reply. Then rule 4 said that forms similar to those in the Appendix C might be used, and in that appendix several forms of special replication were given. To one of these forms a note was added, that the facts stated in that reply should in general be introduced by amendment into the statement of claim. It had been argued that this note showed that, as a general rule, new facts ought to be introduced by amendment, and not by a special reply. His Lordship read it differently. The note was added to one only of the forms, and, looking at the facts stated in that form, it was clear that in that particular case they would be most conveniently introduced by way of amendment. This view of Order XIX. was confirmed by Orders XXIV. and XXV. Rule 2 of Order XXIV said that no pleading subsequent to reply, other than a joinder of issue, should be pleaded without leave of the court or a judge. This implied that a reply might contain something which would render some further pleading necessary.

BRAMWELL, J. A. was also of opinion that the

appeal must be allowed. His judgment was not influenced by any love of the old special pleading, which for a quarter of a century he did his best to get rid of, and he was happy to think it had now gone. But it was certainly quite logical, and under it this answer of the plaintiff to the defence would have come in the reply. The rule then was that you did not leap before you came to the stile. It might be a grave question whether any pleading should be allowed at all, and on this subject there were different opinions. His Lordship was inclined to think that the framers of the rules intended that the pleading should stop at replication; they certainly intended that the pleadings should go as far as replication, and that the plaintiff should be entitled to reply specially, and also to deny the statements of the defendant. It would be very unjust if he were not allowed to do this. Order XXIV., rule 2, seemed to be decisive of the matter. Did it not import that a reply might be other than a simple joinder of issue, and that it might be pleaded without the leave of the court? It amounted almost to demonstration that this was so. But it was said that this was a matter for the discretion of the judge, and that the new matter would most properly appear by amendment of the statement of claim. His Lordship was clearly of opinion that it would not. Rule 2 of Order XIX. said that the plaintiff should deliver to the defendant a statement of his complaint, and of the relief to which he claimed to be entitled. In the present case the waiver of the alleged forfeiture was no part of the plaintiff's complaint, or of the relief which he claimed. It appeared to his Lordship that it would be altogether out of place and illogical if this were put into the statement of claim, and the Rules did not require that it should. He could not help thinking that it was a mischievous thing to anticipate a defence which might never be raised. If the plaintiff were to do this, he must also anticipate every form of it, and this would lead to great length of pleadings. It appeared to his Lordship that this new matter was much more cheaply, conveniently, and compendiously introduced in the reply than by amendment of the statement of claim.

#### CHANCERY DIVISION.

(Before JESSEL, M.R.)

Monday, Dec. 11.

WHITEFORD v. WATFORD.

Motions to vary minutes.

UPON a motion by the defendant to vary minutes, and a cross motion by the plaintiffs to the like effect,

Bagshawe, Q.C. and Holles, for the defendant,  
A. Brown for the plaintiffs.

JESSEL, M.R., ascertained upon the evidence of the respective counsel's indorsements upon their briefs made on the trial of the action, what was the order actually made on that occasion, and refused to let the order then made be opened, even upon the cross-motion. He stated that he wished to inform the members of the Junior Bar (for of course the Queen's Counsel practising in his court were perfectly aware) that on motion to vary minutes the only question which he could allow to be argued was what was the actual order made, and that he could not on such a motion allow the case to be re-argued. The only exceptions were when both parties consented to something being added to the minutes, or, as sometimes happened, when it could not be ascertained what order had been made; and in the latter case his Lordship might allow the case to be put in the paper again for argument.

F. and T. Smith and Sons, for defendant.  
Wm. Tatham and Sons for plaintiffs.

#### HEIRS AT LAW AND NEXT OF KIN.

BATES (Ann), 21, Church-row, King's-cross, Middlesex, widow (who is believed to have been the daughter of Richd. Hopkins and Ann, his wife, formerly Ann Loyal, who were married at St. James's Church, Westminster, on the 15th Feb. 1779). Next-of-kin to come in by Feb. 6, at the chambers of the M.R. Feb. 29, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]

BAYLEY (Thos. Butterworth Chas.), of Winberg, Cape of Good Hope, Esq. One dividend on the sum of £225 New £5 10s. per Cent. Annuities 1854. Claimant, Daniel Bayley, acting surviving executor of Thos. B. C. Bayley, deceased.  
SPARTALI (Michael), Gresham House, Old Broad-street, London, Esq. One dividend on the sum of £350 6s. 8d. Three per Cent. Annuities. Claimant, said M. Spartali.  
TWISS (Edw. Curtis), student at Exeter College, Oxford. One dividend on the sum of £1922 6s. 8d. Three per Cent. Annuities. Claimant, said Edw. C. Twiss.  
WOODBRIDGE (Chas.), junior, gentleman, and MORTON, (Henry), builder, both of Exbridge, £55 17s. 4d. Three per Cent. Annuities. Claimants, said Chas. Woodbridge, jun., and H. Morton.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BROWN (G. and J.) AND COMPANY (LIMITED).—Creditors to send in by Jan. 15 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to W. H. Smith, 5, High-street, Sheffield one of the liquidators of the said company. Jan. 31, at the chambers of V.C. H., at three o'clock, is the time appointed for hearing and adjudicating upon such claims.

JOINT STOCK COAL COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 13 before the M.R.

LONDON, ASIATIC, AND AMERICAN COMPANY (LIMITED).—Creditors to send in by April 10 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any) to P. Williams, 5, Bank-buildings, London, E.C. April 17, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

MADRID MARKETS COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 12 before V.C. H.

TAURISE COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 13 before the M.R.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF

BROOME (Andrew), Chisden's Farm, Great Missenden, Bucks. Jan. 25; Daniel Clarke, solicitor, High Wycombe, Bucks. Feb. 5; V.C. H. at twelve o'clock.

BELL (Thos. B.), Newcastle-upon-Tyne, an Elder Brother of Trinity House. Jan. 29; Wm. Harle, solicitor, Union Chambers, Grainger-street, West, Newcastle-upon-Tyne. Jan. 29; V.C. M., at twelve o'clock.

BLOOMER (Boss), late of 56, Holland-road, Kensington, Middlesex, and formerly of Pelsall, Stafford, ironmaster. Jan. 22; Robert Peckham, solicitor, 17, Knight-bridge-street, Doctor's Commons, Middlesex. Feb. 5; M. R., at eleven o'clock.

BONNER (Thos.), Bridport, Dorset, gentleman. Jan. 22; Wm. H. Manley, solicitor, Bridport. Feb. 5; M.R., at eleven o'clock.

BURNEY (Jane A.), Gosforth, Northumberland, widow. Jan. 15; Wm. G. Davies, solicitor, Newcastle-upon-Tyne. Jan. 22; V.C. H., at twelve o'clock.

DALE (Wm.), Gt. Stanmore, Middlesex, veterinary surgeon. Jan. 12; R. B. Pugh, solicitor, 8, Gray's-inn-place, Gray's-inn, London. Jan. 29; M.R., at eleven o'clock.

EDDS (Thos. Edwards), Auckland House, Lower Norwood, Surrey. Feb. 5; W. Kelly, solicitor, 48, Lincoln's-inn-fields, London. Feb. 15; V.C. H., at twelve o'clock.

GREEN (Jonathan), Pucklechurch, Gloucester, farmer. Jan. 31; Obed Edwd. Thurston, solicitor, Thornbury, Gloucester. Feb. 9; V.C. M., at twelve o'clock.

HARDING (Edwd.), 82, Norfolk-terrace, Baywater, Middlesex, gentleman. Jan. 20; A. Pollock, solicitor, 68, Lincoln's-inn-fields, London. Jan. 29; V.C. M., at twelve o'clock.

JERVIS (Jno.), Sharrow Grange, Sheffield, gentleman. Jan. 29; Broomhead, Wightman, and Moore, solicitors, Sheffield. Feb. 15; M.R., at twelve o'clock.

JOHN (Henry), 27, Fitzroy-road, Regent's Park, Middlesex, builder. Jan. 29; Wm. Moun, solicitor, 15, Lincoln's-inn-fields, London. Feb. 2; V.C. B., at twelve o'clock.

MAGRATH (Henry J.), Holyrood House, Huddersfield, Middlesex, gentleman. Jan. 25; Flavell and Rowman, solicitors, 21, Bedford-row, Holborn, Middlesex. Jan. 30; M.R., at twelve o'clock.

PHILLIPS (Geo.), High-street, Southampton, stationer and ironmonger. Jan. 31; Alexander Paris, solicitor, Southampton. Feb. 10; V.C. H., at twelve o'clock.

REDFERN (Jas.), commonly called Jas. Frankl, late of Clifton House, Southend-on-sea, Hants, but formerly of 28, Queen Anne-street, and Lower Mount Cottage, Hampstead, Middlesex, sculptor. Jan. 15; C. Harcourt, solicitor, 13, Moorgate-street, London. Jan. 25; V.C. M., at twelve o'clock.

REVES (Samuel), 8, Richmond-grove, Richmond-road, Barnsbury, Middlesex, printer. Feb. 1; J. Rexworthy, solicitor, 57, Cheapside, London. Feb. 8; V.C. M., at twelve o'clock.

ROE (Jno.), North Shields, master mariner. Feb. 1; C. J. Holdsworth, solicitor, 25, Bush-lane, London. Feb. 15; V.C. M., at twelve o'clock.

ROWE (Jno.), 131, Coldharbour-lane, Camberwell, Surrey. Feb. 1; W. Horsley, solicitor, 11, Bull and Mouth-street, London. Feb. 12; V.C. B., at twelve o'clock.

SADLER (Wm.), Tolberton, York, yeoman. Jan. 13; Leonard, Wilkinson, and Leman, solicitors, York. Jan. 20; V.C. B., at twelve o'clock.

SHEPHERD (Wm.), Middle Rasen, Lincoln, farmer. Jan. 20; J. Fallows, solicitor, 4, Lancaster-place, Strand. Jan. 27; V.C. B., at twelve o'clock.

HOWE (Frederick William), formerly of York, but late of Leicester, pawnbroker. Jan. 27; Horatio L. Warwick, solicitor, Leicester. Feb. 8; V.C. M., at twelve o'clock.

SPINNEY (Sarah), and Kirby Stephen, Westmoreland, spinners. Jan. 19; Wm. Wilson, solicitor, Kirby Stephen. Feb. 2; M.R., at eleven o'clock.

WILLIAMS (Wm.), Port Cad. Ivor, Merthyr Tydfil, Glamorgan, innkeeper. Jan. 31; Wm. Beddoe, solicitor, Merthyr Tydfil. Feb. 5; V.C. H., at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ASH (Mary Ann), Graiseley, Wolverhampton, widow. March 21; Jno. Riley, solicitor, 32, Queen-street, Wolverhampton.

ATYER (Chas. L. S.), Allahabad, East Indies, a Lieutenant in the 5th regiment of Foot. Feb. 15; Henry P. Anber, solicitor, Bridgwater, Somerset.

BARRAS (Jas.), Seghill, Northumberland, shipowner. Feb. 7; Hodge and Harle, solicitors, Union Chambers, Grainger-street West, Newcastle-upon-Tyne.

BENSON (Samuel), Ormonde House, Eastern-road, Brighton, gentleman. Jan. 31; W. A. Crump and Son, solicitors, 10, Philpot-lane, London.

BEWICK (Calverly), Close House, Northumberland, Esq. High Sheriff of Northumberland. March 31; Dees and Thompson, solicitors, 89, Pilgrim-street, Newcastle-upon-Tyne.

BITHNEY (John), formerly of Tennis Court, Holborn, Middlesex, printer, and late of Bedford. Feb. 1; Thomas S. Porter, solicitor, Corn Exchange, Bedford.

BOWELL (William), 13, Alexandrian-terrace, Sunnyside-road, Hornsey-rise, Middlesex, builder. Jan. 31; C. G. Scott, solicitor, 1, College-hill, London, E.C.

BRANDER (Robert B.), Belmore House, West Grinstead, Sussex, Esq. Feb. 10; M. and H. Turner, solicitors, 22, Sackville-street, Piccadilly.

CHAPMAN (Alfred), formerly of Austin-friars, London, and late of Eaton-place, Middlesex, Esq. Feb. 8; W. and H. Jones, solicitors, 7, Great Winchester-street-buildings, London.

COPESTICK (Henry), Dresden, and Trentham, Stafford, out of business. Jan. 22; Clarke and Hawley, solicitors, Longton, Staffs.

CRAFTS (Caroline), Peel's Arms Inn, Bradford, widow. March 30; F. Whitaker, solicitor, Duchy of Lancaster office, Lancaster-place, Strand, London.

CROSS (Mary Anne M. A.), Waller-view, Clevedon, Somerset, widow. Feb. 1; Futton and Ommannay, solicitors, 89, Coleman-street, London.

DUDDALE (Thos.), West Riding, York, farmer. Jan. 31; J. and W. Eastham, solicitors, Clitheroe.

DARLEY (Samuel), late of Wellington House, 1, Ham, Norfolk, and formerly of Fordham, near Market, and of Worthing, near East Dereham, vicar of Brandon, and of Lakenheath, Suffolk. Feb. 1; J. M. Chamberlain, solicitor, 7, hall-street, London.

DICKINSON (Jno.), Wigan, Lancashire, furniture Jan. 20; Wright and Appleton, solicitors, Lead-ing, King-street, Wigan.

EATON (Jno.), Ashby-under-Lyne, architect and Feb. 20; H. J. Jackson, solicitor, Church-tray under-Lyne.

ELLEN (Geo.), Ed-n-street, Kingston-upon-Thames, ironmonger, undertaker, and carpenter. Feb. 1; and Durham, solicitors, Clarence-street, King's Thames.

ELLIOTT (Geo.), Mount Pleasant, Liverpool, mercer. Jan. 22; Lynch and Tinsley, solicitors, Lord-street, Liverpool.

FOULIS (Rev. Sir Henry, Bart.), Great Brickhill, 1, ham. March 31; Bell, Steward, and Co., solicitors, Lincoln's-inn-fields, London.

FRANKFORD (Isaac), 40, Leman-street, Whitechapel, sex. Feb. 15; G. J. Jennings, solicitor, 61, Lea-street, London.

GARRATT (Wm.), South Lodge, Kettering, Northampton. Feb. 14; Drake and Son, solicitors, 1, lane, Cannon-street, London.

GRAVES (Geo. C.), Gloucester House, Shepperton, sex, and of St. Dunstan's House, St. Dunstan, London, ship broker and Custom House Agent. Jan. 2; Carr and Son, solicitors, 21, Roud-lane, London.

GREEN (Jno. M.), Brookside, Withington-road, 1, Manchester, cashier. Feb. 19; Mrs. Sarah Green, Brookside.

GROVE (Jos.), Threadneedle-street, London, and 1, Park, Buckingham, Esq. Feb. 5; Farrer, Esq. Co., solicitors, 66, Lincoln's-inn-fields, London.

HARDING (Jacob), Wharf Hill, Winchester, carter, Adams, Moberley, and Shenton, solicitors, Wimb-HARLAND (Thos. Wm.), 8, Falmouth-road, and 1, place, Blackheath-street, Southwark, Surrey, 4, Cannon-street, London.

HASWELL (Jas.), Broxley, Kirby Stephen, Wex-yeoman. Jan. 29; Wm. Wilson, solicitor, Kil-phen.

HILL (Jas. Thos.), 3, Westbourne-crescent, Middle-March 1; Holden and Co., solicitors, 2, Pic-street, Hull.

HILL (Wm.), 13, Camberwell New-road, Kenning-Surrey, gentleman. March 1; Pritchard and S-citors, 9, Gracechurch-street, London.

HOLDSWORTH (Wm.), 3, Gloucester-place, Brighton-man. Feb. 1; Clarke and Howlett, solicitors, 1, street, Brighton.

JACKSON (Thos.), Louth, Lincoln, stationer. Jan. 2 and Faulkner, solicitors, Louth.

JACOBS (Eather), Kingston-upon-Hull, widow. J. L. Jacobs, solicitor, 2, County Buildings, Ed-JONQUET (Adolphe), 6, Thayer-street, St. Ma-Middlesex, tailor. Feb. 1; Deane, Chubb, solicitors 14, South-square, Gray's-inn, Middle-

KENT (Edmund), Fakenham, Norfolk, gentlem-6; Kent, Watson, and Watson, solicitors, Falm-KNIGHT (Wm.), Morden, Surrey, builder. Jan. 2 and Hughes, solicitors, 23, Martin's-lane, Can-London.

KULP (Leazarus Kirsch, otherwise Louis), forme-Newgate-street, London, importer of Berlin's-late of Frankfort-on-the-Maine, Germany, a Jan. 25; F. W. Mount, solicitor, 17, Gracech-London.

LAMBTON (Hedworth), 8, Lansdowne-place, Brigh-Jan. 31; Markby and Co., solicitors, 9, New-s-colic-inn, Middlesex.

MARTIN (Jos.), Hardwick, Bedford, gentleman. Jan. 31; A. R. Hudson, solicitor, Pershore, W-shire.

MENDHAM (Wace L.), Heigham, Norwich, ge-March 1; E. A. Tillett, solicitor, 16, Cande-Norwich.

MITCHELL (Jas. Thos.), Panton Court, Hendon-Oldbury, near Worcester, farmer. Feb. 14; J. H-Upper Wick, Worcester, H. G. Goddingham, 6, street, Worcester.

NEWBERY (Henry), formerly of Manchester, busi-gatestone, Essex, Esq. Feb. 20; Withings-solicitors, 21, Brown-street, Manchester.

NORTH (Thos.), Bar End, Winchester, Bank, g-Jan. 16; Adams, Moberley, and Shenton, solic-chester.

NORTON (Jas.), College-green, East Pennard, 5-yeoman. Jan. 31; Henry Dyne, solicitor, Branset.

POOL (Jno.), Potter's-street, Harlow, Essex, g-Feb. 1; Jno. Windas, solicitor, Epping, Essex.

POPE (Leonard), West Bromwich, Stafford, farm-Henry Jackson, solicitor, Heath Chambers, Ws-wich.

QUINHAMPTON (Jno. W.), Little Totham, Essex-Jan. 29; Digby, Son, and Evans, solicitors, 4, 1, it-fields, London.

RENDALL (Jno.), Stoke Newington, Middlesex, sho-Feb. 7; Wm. Sturt, solicitor, 14, Ironmonger-don.

ROSE (Jno.), Tadcaster, York, labourer. March-Bromet, solicitor, Tadcaster.

SHARP (Mary), Nottingham, widow. Jan. 31; W-Wadsworth, solicitors, 15, Wealdway Cross, Not-

SHAW (Jas. Veitch), late of The Elms, Twickenham-sex, formerly of Great Knight-bridge-street, Commons, London, law stationer. Jan. 25; P-Son, solicitors, 15, Old Jewry Chambers, London.

SHARP (Jas.), Nunby Bank, Batley, York, gentlem-31; F. S. Wooler, solicitor, 7, Exchange-build-SHEPHERD (Henry), Inkberrow, Worcester, bank-31; J. Langton Jones, solicitor, Alcester.

SMITH (Ellen), High-road, Tottenham, Middlesex-Feb. 15; Henry Little, Lincoln Cottage, Leat-Tottenham, Middlesex.

SPINKS (Samuel), Norwich, gentleman. Feb. 14-solicitor, 2, Andrews Hall, Plain, Norfolk.

STINGER (Thos.), Sandbach, Cheshire, gentlem-Arthur H. Thomson, solicitor's managing di-bach.

STURT (Robt. L.), Great Walsingham, Bedford-Feb. 1; Mrs. Mary J. Sturt, Great Walsingham-TYSON (Mo-es), Almsworth-street, Ulverston, 1-builder. Jan. 31; G. Remington, solicitor, The

UNDERHILL (Geo.), Henwain Cottage, Blaenau-Al-Monmouth, mineral agent. Jan. 29; Colborne-solicitors, Victoria-chambers, Newport, Mon.

UPTON (Wm.), Lichfield, gentleman. Feb. 1; B-Russell, solicitors, Lichfield.

WALKER (Henry), 152, Normacott-road, Longst-shoemaker. Jan. 15; Clarke and Hawley, solis-ten, Staffs.

WALKER (Wm.), 9, Carr-place, Leeds, gentlem-Jas. Rider, solicitor, 15, Park Row, Leeds.

WARD (Henry), formerly of Lansdowne-cresce-Worcester, but late of St. George's-square, gentleman. Feb. 18; Piddock and Son, sol-Forgeate-street, Worcester.

WARING (Jno.), formerly of Corisburgh, R-Rotherham, York, contractor and colliery-March 31; Nicholson, Saunders, and Nicho-tors, Wath-upon-Dearne, near Rotherham.



**PAKER** (Chas.), Melton Hill, Welton, East Riding, York, &c. Feb. 1; E. S. Wilson, solicitor, 6, Whitefriars, Hull.

**PLE** (Eleanor), formerly of 8, Brunswick-terrace, Camwell-road, Surrey, but late of 85, Westmoreland-road, Jivorth-road, Surrey, spinster. Jan. 27; W. A. Holme, solicitor, Gray's Inn-chambers, 20, High Holborn, London.

**PROUSE** (Geo.), Mount Pleasant, Lockwood-road, Huddersfield, cloth finisher. Feb. 23; Learoyd, Learoyd, and Trison, solicitors, Buxton-road, Huddersfield.

**RALL** (Robt. P.), late of 2, Westmorland-road, Bayswater, Middlesex, but formerly of Manchester, and of Thirning, Sussex, gentleman. Jan. 31; Wood, Norris, & Wilson, solicitors, 7, St. James-square, Manchester.

**RE** (Robt.), Greystones, Sheffield, Esq. Feb. 1; E. S. Wilson, and Nixon, solicitors, East Parade, Huddersfield.

## STUDENTS' JOURNAL.

*As to the several Examinations and as to Admission on the Roll of the Supreme Court, as being called to the Bar, and as to taking and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

Articles expire between the 9th April and May 1877, candidates may be examined on 14th and 25th April 1877; and if between the 15th and 2nd Nov. 1877, may be examined on 9th and 20th June 1877; or, of course, any subsequent examination. Six weeks at least is necessary for these examinations to be calculated up to the first day of month of examination.

As to the death of a principal during articles, articles should always be entered into with-  
out delay. The time which elapses between the death of the principal and the day of date of fresh articles being entered into, must not count, so that the further articles must be a time sufficient to make up for this loss of time, as well as for the unexpired term of the articles of clerkship.

Examination certificate is only available for admission on the roll of the Supreme Court within months from its date, and must otherwise be duly enlarged by an order of the Master of Rolls, which should be applied for at the Petty Office.

General rules and regulations as to the examinations prior to admission on the roll of solicitors, and as to taking out and renewal of annual certificates, issued on the 2nd 1875, provide in effect "that if any solicitor of the Supreme Court, after having at any time obtained a stamped certificate, shall, for the of a whole year from and after the expiration hereof, have neglected to renew the same for following year, or has failed to obtain such a certificate within twelve months from the date of admission on the Roll, the registrar shall not grant a certificate to such solicitor, and under an order of the Master of the Rolls, for the purpose of obtaining such an order applicant shall, six weeks before the application intended to be made, give notice thereof to the case of an original admission, and the Registrar in support of such application shall be to the Petty Bag Office, and a copy thereof at the same time be left with the clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such renewal, shall (if made) be drawn reading such affidavits, and an affidavit of copies having been left and notices given. An application to dispense with the required of intention to take out or renew a certificate, summons must be served on the Registrar of Solicitors calling on him to show cause within why such taking out or renewal of certificate should not be allowed; and if no cause be to the satisfaction of the Master of the Rolls he may make an order for allowing such certificate to be issued."

Rules of clerkship, or assignments of articles of clerkship, dated on any day during January, be enrolled and registered at the Petty Bag Office on or before the same days in the month of next, and when articles or assignments are to be, and are, enrolled and registered on any day during the month of January, they must be entered and entered at the Law Institution before the same day of the month of April. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24, s. 127, s. 7. Failure to comply with these requirements often entails a loss of time to articles students.

## BOLTON ARTICLED CLERKS' SOCIETY.

This society, recently organised in Bolton, held its ordinary meeting at the Law Society's Hall, Bolton, on Dec. 20, when an inaugural

address to the society was given by the president, James Watkins, Esq., solicitor, in which he dwelt strongly upon the conduct of clerks whilst under articles, and their duties when solicitors. There was a numerous attendance of members, and the address was listened to and received with very great interest.

A vote of thanks to the Bolton Law Society, for kindly allowing their rooms to be used by the society for their meetings, and to the president for his address, concluded the evening's proceedings.

## LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution, Mr. Eady, LL.B., in the chair, several notices of motion were given by the secretary for the first meeting in January, and amongst them one proposing to allow any solicitors, or any articulated clerks of solicitors, barristers, and students of any of the inns of court, or any of the universities, to enter the rolls of the society. This proposal is made with the approbation of the Council of the Incorporated Law Society, and, of course, will (if carried) give the society a far wider range than it has hitherto had, as, up to the present time, all members have been required to be in some way connected with the Incorporated Law Society. The society then proceeded to the discussion of the question on the paper, "Is Spiritualism a subject worthy of serious consideration?" Mr. Gordon opened the debate in the affirmative, which side found several active supporters, amongst others Mr. Munton. After a debate extending to a late hour, Mr. Gordon replied, and the president put the question, which, the numbers being equal, was decided in the negative by the casting vote of their chairman. The society then adjourned over the Christmas vacation, and the next meeting will be held on Jan. 9, 1877.

## LEEDS LAW STUDENTS' SOCIETY.

At a meeting of law students, held at the offices of Messrs. Bond and Barwick on the 5th Dec. 1876, when Mr. G. F. Hird, from Bradford, was voted to the chair, it was unanimously resolved that a law students' debating society be formed in Leeds. Mr. Shaw was elected to be the secretary, and Mr. Meredith the treasurer, of the society. A committee of five members was also elected. At a subsequent meeting, held on the 18th Dec., a set of rules was passed, and a number of ordinary members enrolled.

## PRELIMINARY EXAMINATIONS

BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO SOLICITORS.

PURSUANT to the Judges' Orders, the Preliminary Examination in General Knowledge will take place on Wednesday the 16th, and Thursday the 17th May 1877, and will comprise—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. Writing a short English composition.
4. Arithmetic.—The first four rules, simple and compound; the rule of three; and decimal and vulgar fractions.
5. History of England, and geography of Europe and of the British Isles.
6. Latin.—Elementary.
7. 1. Latin. 2. Greek, Ancient. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 7 at the Examination on the 16th and 17th May, 1877:—

- In Latin—Cicero, De Amicitia; or, Virgil, Æneid, Book IX.
- In Greek—Xenophon, Memorabilia, Books I. and II.
- In French—Lesage, Gil Blas de Santillane, liv. I., II., and III.; or, Molière, Le Misanthrope.
- In German—Schiller, Abfall der vereinigten Niederlande, Books I. and II.; or, Goethe, Hermann und Dorothea.
- In Spanish—Cervantes, Don Quixote, cap. xv. to xxx. both inclusive; or Moratin, El Si de las Niñas.
- In Italian—Manzoni's I Promessi Sposi, cap. i. to viii. both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 7, each candidate will be examined in two languages, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Ply-

mouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the Examination, of the languages in which they propose to be examined, the place at which they wish to be examined, and their age and places of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

Examination days for 1877—Wednesday 21st, and Thursday 22nd, February; Wednesday 16th, and Thursday 17th, May; Wednesday 11th, and Thursday 12th, July; Wednesday 24th, and Thursday 25th, October.

E. W. WILLIAMSON, Secretary.  
Incorporated Law Society's Hall, Chancery-lane, London, W.C., December 1876.

## FORM OF NOTICE.

### Preliminary Examination.

Notice is hereby given, that I,                      aged            who was educated at                      intends on the 16th and 17th days of May next, to present himself for Examination at                      previous to entering into Articles of Clerkship, and that he proposes to be examined in the                      and                      languages.  
Dated the            day of            187      .

[Signature of Candidate.]

Present address:

Christian and surname, and the address at which letters will reach the applicants must be inserted in the notice.

## MIDDLE TEMPLE SCHOLARSHIPS.

EXAMINATION, COMMENCING ON FEB. 1, 1877.

International Law and Constitutional Law.

Examiner—John Horack, Esq.

Subjects for examination:

1. Domicile.
2. Marriage.
3. The Constitutional History of England, down to and inclusive of the reign of King John.

### Common Law.

Examiner—Samuel Prentice, Esq., Q.C.

Subjects for examination:

1. Contracts.
2. Indictable Offences against the Person.

### Equity.

Examiner—William Speed, Esq.

Subjects for examination:

1. Administration.
2. Trusts.
3. The Judicature Acts, so far as they relate to or affect Administrations and Trusts.

### Real and Personal Property.

Examiner—Henry Fox Bristowe, Esq., Q.C.

Subjects for examination:

1. Estates and Interests in, and Contracts, Conveyances, and Assurances relating to Real Property.
2. The testamentary disposition of Personal Property.
3. The Statute of Frauds as affecting Real and Personal Property.

## QUERIES.

INTERMEDIATE EXAMINATION.—Please inform me when a list will be published of those who passed the above examination, held on Nov. 9 last. L. T.  
[We hope to publish it in our next issue.]

TEN YEARS' CLERKS.—FIVE YEARS' SERVICE REDUCED TO THREE YEARS.—Will you allow me to call attention to the case reported in 37 L.J. 58 Q.B., where the judges held that a clerk who, before the expiration of ten years' service, entered into articles for five years, under which, after the expiration of the ten years, he served three years, was entitled to be examined for admission; and to ask if I can present myself for examination at the end of three years' service from the expiration of my ten years' service? The circumstances in my case are almost identical with those in the case reported. W. W. A.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

## QUERIES.

(45.) EASEMENT.—Will one of your correspondents kindly inform me what are the rights and remedies of a person to whom a nominal acknowledgment is paid for the user of an easement? C. B. A.

(47.) STATUTE OF LIMITATIONS.—Where a person, owing a debt barred by statute, replies most evasively to a letter of payment, "that he was not aware of the debt owing, and knew nothing at all about it, but would pay half to save further trouble," would this be held a good acknowledgment of the debt? Would you or your readers be so kind to cite any cases where a promise to pay a part of a debt has been held good to revive the debt? H. H. D.

J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BUSTER'S NERVE as a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public, invaluable to all who suffer from toothache."



## MUNICIPAL LAW.

## MUNICIPAL ELECTION PETITIONS.

(Before T. W. SAUNDERS, Esq., Election Barrister.)

MANCHESTER MUNICIPAL ELECTION PETITION;  
ST. GEORGE'S WARD.

Tuesday, Dec. 19.

STOTT AND OTHERS (pets.), v. GOLDSWORTHY (resp.)

Ballot paper—Sufficiency of the mark.

A ballot paper was marked by the voter with a horizontal stroke on the left side of the name of the candidate.

Held, properly marked.

Woodward v. Sarsons (44 L. J. 293, C. P.) and The Wigtown Case (2 O'Malley and Hardcastle, 240) considered.

Hopwood, Q.C. (Gouldthorpe with him) for the respondent, called for the ballot paper No. 4940 in order to have it allowed amongst the votes for his client, the same having been disallowed by the returning officer on the ground of its having been improperly marked. Upon the ballot paper being produced by the town clerk it was found to be in the following form:

1	Goldsworthy
2	Read

He now contended that the vote was improperly rejected by the returning officer, and that it came within the ruling of the Court of Common Pleas in *Woodward v. Sarsons* (44 L. J. 293, C. P.), where a ballot paper, No. 875, was marked with a single stroke and was held equally valid as though marked with a cross, it being moreover held in the same case that it was immaterial whether the cross was placed on the left hand side of the candidate's name instead of the right hand side.

Ambrose, Q.C. (Edge with him), argued that although, according to the case of *Woodward v. Sarsons*, the cross may be put on the left hand side of the candidate's name, it had not been held that a mere stroke may be so placed, and that in the *Wigtown Case* (2 O'Malley & Hardcastle, 214), where a ballot paper was not marked with a cross but with a single stroke, the Scotch judges held that a mark was not sufficient, and although in *Woodward v. Sarsons*, a perpendicular stroke on the right side was held sufficient, it has not been held that any stroke on the left side would do, and that such a mark as the one in question would be likely to lead to the identification of the voter.

The ELECTION BARRISTER.—As I read the judgment in the case of *Woodward v. Sarsons*, it is immaterial on which side the mark is placed. Indeed, the court has in express terms ruled, that a cross may be either on the one side or the other of the candidate's name. Then we come to the case of a stroke instead of a cross; and it appears from the decision in the same case, that a stroke may be substituted for a cross, if it clearly indicates the party for whom it is intended. Then the question arises—is a stroke to be put upon the same footing in all respects as a cross? I apprehend that it is, inasmuch as it equally indicates the person for whom the vote is intended to be given. In *Woodward v. Sarsons* there was certainly no ballot paper with a stroke on the left side of the candidate's name, but applying the principle upon which the court acted in that case, I consider that whether it be a cross or a stroke that is used, it is practically the same thing, and that either the one or the other may be used according to the fancy of the voter. If a cross may be put on the left side, so, I apprehend a stroke may be so put, and this, whether it be perpendicular or horizontal. No doubt, as Mr. Ambrose has correctly put it, this view is in direct conflict with the judgment of the Scotch Court in the *Wigtown Case*; and the Court of Common Pleas admit that in applying the principles deduced from the statute, they were acting in opposition to the judgment of the majority of the court in that case; but they say that there may have been evidence in that case which was not presented before them in the case of *Woodward v. Sarsons*, but that if this was not so, they respectfully differed from the judgment of the majority of the Scotch judges, and agreed with the judgment in the same case of Lord Benholme. I must look, therefore, at the decision of the Court of Common Pleas as governing my decision in the present case, and I therefore, hold that inasmuch as a stroke may be substituted for a cross, and as a cross may be placed on either side of the candidate's name, a stroke instead of a cross may also be lawfully placed in the same position. I consider, therefore, that the ballot paper was properly marked and ought to have been counted.

The rejected ballot to be counted for the respondent.

## Re THE VOTE OF WILLIAM RIDLEY.

A coloured ballot paper, used as a regular ballot paper.

Where a ballot paper, coloured as a tendered ballot paper, was given to a voter who used it as a regular voting paper, and the returning officer upon counting the ballot papers, rejected it as invalid.

Held, that the vote was valid and ought to have been counted.

Hopwood, Q.C. (Gouldthorpe with him) for the respondent claimed to have the rejected ballot paper of one William Ridley counted. It appeared that Ridley, who had a qualification, was misnamed in the burgess roll as William Wrigley, applied on the morning of the election to the presiding officer for a ballot paper, explaining to him that his name was William Ridley, and that it was erroneously spelled on the burgess roll as William Wrigley. The presiding officer, thinking that this was a case for the tendered ballot paper under the 27th rule of the First Schedule of the Ballot Act (a) administered the oath to him and gave him a pink ballot paper, which was the colour adopted for tendered ballot papers. This paper the voter marked with a cross, and put into the ballot box, and then left the polling booth. The returning officer, upon subsequently counting the votes in the ballot box, finding this coloured paper, and considering it to be a tendered ballot paper, declined to count it, and accordingly it was not counted.

Ambrose, Q.C. and Edge, contended that the vote in question was a nullity, that the Ballot Act provides that the voting shall be in a particular manner, and that the only provision enabling a voter to give a tendered ballot paper is that contained in the 27th rule; that there had been no regular ballot paper delivered, and that the requirements of the 2nd section of the Ballot Act had not been complied with; that the paper in question had no more legality than any ordinary piece of paper the voter may have marked. Moreover the vote was bad, inasmuch as it violated the provision as to secrecy, since by putting into the ballot box a pink paper he thereby violated the 2nd section of the Act, which enacts that any ballot paper "on which anything except the said number on the back is written or marked by which the voter can be identified shall be void."

Hopwood, Q.C. and Gouldthorpe replied that the vote was good, and ought to have been counted, and that it was not because of the colour of the paper that the vote was bad, that the presiding officer ought not to have treated the vote as a tendered vote, since it did not come within the operation of the 27th rule which applied only to the case of a vote tendered after another vote for the same qualification, and that as the ballot paper had all the incidents of a regular ballot paper, it ought to have been counted.

Ambrose, Q.C. was heard in reply.

The ELECTION BARRISTER.—I am of opinion that this vote ought to be allowed. So far as the voter is concerned, he has done all that he could to be required to do to fulfil the conditions of the Ballot Act. It is conceded that there was a mistake in the burgess roll, and that although the name appeared as "Wrigley," it was intended for that of the voter whose real name was "Ridley," and, as such, had a right to vote; and if there had been a miscarriage it has been that of the presiding officer, who erroneously treated this as a tendered vote. In this case all the requisites of a good vote are found existing as far as the vote is concerned, except, as is suggested, the colour of the voting paper. Now, the Act of Parliament does not provide for the ballot paper being of any particular colour, and it would, therefore, be quite competent in the presiding officer to have the ballot paper of any colour, or of many colours, taking care, however, that the tendered ballot papers are of a different colour from the rest. When, therefore, the voter received this ballot paper it was not for him to say "This is not a white paper—it is a pink paper." It was really no business of his what was the colour of the paper; he would naturally rely upon the judgment and official accuracy of the presiding officer. He took the paper which was given to him as one in all respects sufficient for the purpose for which he required it;

(a) This rule directs as follows: "If a person representing himself to be a particular elector named on the register applies for a ballot paper after another person has voted as such elector, the applicant shall, upon duly answering the questions and taking the oath permitted by law to be asked of and to be administered to voters at the time of polling, be entitled to mark a ballot paper in the same manner as any other voter, but the ballot paper (in this Act called a tendered ballot paper) shall be of a colour differing from the other ballot papers, and instead of being put into the ballot box, shall be given to the presiding officer and endorsed by him with the name of the voter and his number in the register of voters and set aside in a separate packet, and shall not be counted by the returning officer. And the name of the voter and his number on the register shall be entered on a list in this Act called the tendered vote list."

he marked it in the usual way and deposited the ballot box. In this he did all that the law required of him to complete a good vote; and it is said, he voted with a pink instead of a white ballot paper. When the returning officer the voting papers he found this pink paper taking upon himself to assume that it was merely a tendered ballot paper he treated it as a void vote, and refused to count it. I think not for him to determine such a question. I find in the ballot box a voting paper, regular in form, and it was not for him to say, "I will not count it, because it is of a pink colour, whilst the other papers are white." If the presiding officer had given to the voter a paper of a colour which had appropriated to tendered ballot papers, it was a matter for himself alone, and I do not think he could disfranchise a voter by so doing. I am of opinion that it was no part of the duty of the returning officer to sit in judgment upon the colour of the voting papers. If the ballot paper properly filled up. If he had given a blue ballot paper, or a red ballot paper, or a number of different coloured ballot papers, provided they were properly marked, it was his duty to have counted them. Therefore, let us see whether the ballot paper in question upon the ground that it is a violation of the 2nd section of the Act, as having on it anything written or marked by which the voter can be identified. Mr. Ambrose and Mr. Edge argue that there is such a mark on this ballot paper, and that it consists in its being coloured. I cannot, however, see any portion of the section in that way. It says to me that the words referred to, must mean a particular mark varying from the paper in some way, in fact, put upon the paper. Nothing has been written upon the paper, and I cannot see how a paper, which is wholly of one colour, can be said to be marked. The fact that the paper may certainly lead to the knowledge of the voter who used it, but I think not within the words or the meaning of the statute. I am of opinion, therefore, that it was a valid vote, and that it ought to be counted.

Vote ordered to be counted.

## Re THE VOTE OF JOHN SMITH.

List of voters objected to.—The right of electors to question the validity of the vote of the respondent in his list of objections who had acted as paid canvassers, delinquent to the 7th General Rule, included in J. S. Harington's list, who had gone through all the objections in this list, he declined to proceed with it, whereupon the appellants claimed to the validity of this vote. Upon an objection as this vote was on the respondent's list, the petitioners had no right to attack it. Held, that the name being upon a list in the court, either party was entitled to question the vote.

THE name of this voter was on the list of objections to a paid canvasser for the respondent, which list was delivered by the respondent to rule 7 of the General Rules (a) by the respondent, there being no objection to the voter list delivered by the petitioners.

The respondent having exhausted all objections under this list, with the exception of John Smith, Hopwood announced that he did not intend to question this vote.

Ambrose, Q.C. thereupon proposed his question this vote on the part of the petitioners. Hopwood, Q.C. contended that as this voter was not in any list furnished by the petitioners, he had no right to go into it, for that upon a construction of the 7th general rule and could only rely upon the votes he had questioned in his own list.

Ambrose, Q.C. argued that the name of the voter before the court was at liberty to question the vote, and that it was immaterial in what list it appeared.

The ELECTION BARRISTER.—The object of the rule is that the parties may know what is objected to, and for what reason it is to be objected to; that, therefore, there may be no surprise if a voter is included in the list of objections, that difficulty does not arise. Both parties were such a case fully informed as to the voter.

(a) This rule directs that "Where a petition is presented for an unsuccessful candidate, alleging that a majority of lawful votes, the party claiming or defending the election shall, six days before the day appointed for trial, deliver to the master, and the address, if any, given by the petitioners, and the address, as the case may be, a list of the voters who are objected to, and of the heads of objections to such votes, and the master shall allow copies of such lists to all parties concerned, and evidence shall be given against the validity of the vote, nor upon any head of objection not specified in the list, except by leave of the Court of Common Pleas, judge at chambers, upon such terms as to costs of the list, postponement of the inquiry, and of costs, as may be ordered."

ground of his disability, and if there is any disadvantage, it is certainly not on the side of the party who originally raised the objection. I am of opinion, therefore, that if the name is inserted in either list it is sufficient, and may be questioned by either party.

*The vote being held to be bad, the ballot paper disclosed that the voter had voted for the respondent.*

Solicitors for the petitioners, Messrs. Boots and Rigar, Manchester.

Solicitor for the respondent, Chorlton, Manchester.

## MAGISTRATES' LAW.

### NOTES OF NEW DECISIONS.

**THAMES CONSERVANCY—RIPARIAN OWNER—TIDAL RIVER.**—A riparian proprietor on the banks of a tidal navigable river has similar rights and natural easements to those which belong to a riparian proprietor above the flow of the tide, subject to the public right of navigation. The Thames Conservancy Act, by sect. 53, empowers the conservators to grant a licence to the owner of any land adjoining the river, to make an embankment in front of his land, into the body of the river; by sect. 179 all existing rights of owners of lands on the banks of the river are preserved. The appellant and the respondents owned adjoining wharves, the appellant had access from his wharf to the river both on the south and west sides; the respondents obtained a licence, under sect. 53 of the Act, to make an embankment, the effect of which would have been to cut off the appellant's access to the river on the west side. Held (reversing the judgment of the court below), that this access was a private right within sect. 179, and that the conservators had no power to grant such licence: (*Lyon v. Fishmongers' Company*, 35 L. T. Rep. N. S. 569. H. of L.)

**REFRESHMENT HOUSE—WHAT IS AN ENTERTAINMENT?**—23 VICT. c. 27, s. 6.—The appellant kept a shop consisting of one room only, open in front, and without any seats. Persons were in the habit of frequenting the shop for the purpose of obtaining lemonade and ginger beer, which they simply drank at the counter and went away. The shop was kept open until two or three o'clock in the morning. The appellant had no licence to keep a refreshment house. Held (affirming the decision of the Divisional Court for Appeals from inferior courts, *diss. Baggallay, J.A.*), that it was a shop kept open for "public refreshment, resort, and entertainment," and therefore a licence within s. 6 of 23 Vict. c. 27, was required: (*Lowes v. Peake*, 35 L. T. Rep. N. S. 584. Ct. of pp.)

**MUNICIPAL CORPORATION.—CORRUPT PRACTICES.**—By sect. 52 of the Municipal Corporation Act, 5 & 6 Will. 4, s. 76, it is enacted that a town councillor who becomes bankrupt or compounds with his creditors by deed shall "thereupon immediately become disqualified, and shall cease to hold the office of such councillor, and the council thereupon shall forthwith declare the office void, and shall signify the same by notice, under the hands of three or more of them, countersigned by a town clerk, to be affixed to some public place within the borough, and the said office shall thereupon become void," but that "every person becoming disqualified and ceasing to hold such office on account of his being so declared bankrupt or having compounded with his creditors or ceased, shall, on obtaining his certificate, on payment of his debts in full, be capable of being re-elected to such office." And by sect. 21 of the Debtors' Act 1869 (32 & 33 Vict. c. 62) those provisions are extended to persons who have compounded with their creditors "whether by deed or otherwise." By 22 Vict. c. 35, s. 8, sub-sect. 4, it is enacted that if at any election of councillors to be held for any borough or ward, no person be duly nominated for election, "the retiring councillors shall be deemed to be re-elected, and the mayor, or, shall publish a list of the names of all the persons so elected." J., a town councillor of the borough of Welshpool, whose term of office would expire by lapse of time on the 1st Nov. 1876, on the 29th June in that year filed a petition for validation of his affairs by arrangement. On the 29th July a statutory majority of his creditors by special resolution declared that his affairs should be liquidated by arrangement, and his discharge was granted to him on the 29th September. No declaration was made by the council under sect. 52 that the office held by him was void under that section, but he did not, in fact, act as town councillor after the institution of these proceedings with his creditors until after the 1st Nov. On the 1st Nov. the offices of three other councillors besides that of J. would become vacant by lapse of time, and for these four vacancies seven candidates presented themselves for election. In consequence of all the candidates being nominated by the same person, contrary to the provisions of the Act regulating the election, the mayor

declared no one to be duly nominated. Thereupon the returning officer, under 22 Vict. c. 35, s. 8, sub-sect. 4, declared that the retiring councillors, among whom he included J., had been re-elected to their offices. Upon a rule for a *mandamus* calling upon the mayor, &c., of Welshpool to declare the office of councillor lately held by J. void, as required by 4 & 6 Will. 4, c. 76, s. 52, and to proceed to the election of another person to supply such vacancy. Held, on the first part of the rule, that the office "lately held by J." was in fact filled up, and that the time had, therefore, passed when it could be declared void. Held also that the *mandamus* would not lie for a fresh election, for inasmuch as the council had not declared J.'s office void under sect. 52, the office was still full on the 1st Nov.; that J. was, therefore, a retiring councillor within the meaning of 22 Vict. c. 35, s. 8, sub-sect. 4, and under that section was properly declared to be re-elected to his office. By the Corrupt Practices (Municipal Elections) Act (35 & 36 Vict. c. 60), s. 12, it is enacted that the election of any person at an election for a borough may be questioned by petition before an election court constituted under that Act on the ground that the election was wholly avoided because "he was, at the time of the election, disqualified for election to the office for which the election was held," and that "an election shall not, except in the manner provided by this Act, be questioned upon an information in the nature of a *quo warranto* or by or in any other process or manner whatsoever for a matter for which it might be questioned under the provisions of this Act." Held that if there were any remedy, it would have been under this section by petition, and not by *mandamus*. *Quære*, whether the *mandamus* should not have been addressed to the town council, instead of to the mayor, &c.: (*Reg. v. Mayor, &c., of Welshpool*, 35 L. T. Rep. N. S. 594. Q. B.)

### MARLBOROUGH STREET POLICE COURT.

Thursday, Dec. 21.

(Before Mr. KNOX.)

*The Medical Act—Unqualified person using the title of Dr. "wilfully and falsely"—Penalty.*

HENRY THOMAS LEWIS, of 102, Wardour-street, was summoned by Dr. Robert Carpenter, on behalf of the East London Medical Defence Association, for falsely pretending to be and taking and using the name and title of Doctor of Medicine, contrary to the 40th section of 21 & 22 Vict. c. 90, known as the Medical Act.

*Pridham prosecuted.*

Henry Kisch, barrister, appeared for the defendant.

Benjamin Fordham, detective of the E division, stated that on the 18th Oct. he went to 102, Wardour-street. The name of Dr. Bell was on a lamp over the front of the shop. He asked a person in the shop if Dr. Bell was in, and in reply was told to walk into the back room. The defendant was there, and witness asked him if he was Dr. Bell. He replied, "I am Dr. Bell," at the same time taking a card from the table and handing it to him. On the card was "Dr. Bell." Witness told the defendant he came for advice. The defendant said he knew what was the matter with him and would make him up a bottle of medicine for 6s. A few bottles would cure him. Witness told the defendant he had no money with him, and would call again.

Replying to Mr. Kisch, witness said he did not see the diploma produced in the defendant's window. He was certain the defendant gave him the card, though he had similar cards previously in his possession. The defendant did not say, "I am not Dr. Bell." He went there in consequence of instructions he received to get up a case against the defendant, and was not suffering at the time from any ailment. He received no pay from the association.

*Pridham objected to these questions being put.* Kisch said he must press for an answer, as it was evidence of motive.

Mr. KNOX ruled that the witness must answer the question, it being an important one. Witness then stated that he had no emolument of any kind from the association. He had nothing beyond his usual pay as a detective constable.

*Pridham put in the Medical Register, in which the defendant's name did not appear. This was the case for the prosecution.*

Mr. KNOX doubted whether he ought to rely upon the unsupported testimony of a single witness, who, according to his own statement, visited the house to get up a case against the defendant. Eventually, however, he decided to hear the case out.

Kisch then took the objection that nothing had been proved beyond the fact that the defendant called himself a "Dr." and was not registered. According to the judgment of Erle, C.J. (the other judges concurring), in the case of *Pedgrift v. Chevalier* (29 L. J. 225), this was not sufficient to convict under the statute, and the onus of proof

that the defendant held no lawful diploma lay on the prosecution.

Mr. KNOX, on referring to the 3rd section of the Act, which enacts that the words "legally qualified practitioner," &c., or any words importing a person recognised by law as a medical practitioner when used in any Act of Parliament shall be construed to mean a person registered under the Act, decided that inasmuch as the defendant's name did not appear in the Medical Register, the onus lay on him to show that he held some qualification. He overruled the objection.

Kisch, for the defendant, stated that his client was only an assistant to Dr. Osterfield Wray, who had undergone the proper examinations. The business passed into that gentleman's hands upon the death of Dr. Bell, who carried it on for nine years, and died about four years ago. Dr. Joseph Kingston, who held an English diploma, and whose name appeared in the Medical Register, attended daily to see patients, and Dr. Wray lived on the premises. The defendant never saw a patient when his principals were in the way, and he had positive instructions always to state that he was not Dr. Bell. He would ask the magistrate not to place too much reliance on the uncorroborated evidence of the detective, who might well mistake what actually occurred at a single interview, when the object of the visit was considered. The detective might have misunderstood the defendant to say "I am not Dr. Bell;" not "I am Dr. Bell." He would show that the defendant's principal occupation consisted in making galvanic belts, and that he could have no motive for making the alleged representation.

Dr. Wray was called, but did not give evidence.

A Witness, in the employ of Dr. Wray, proved that the certificate produced—an American diploma—was always in a conspicuous part of the shop window, and further stated that the defendant was only an assistant, and that he had invariably heard him tell patients he was not Dr. Bell.

Mr. KNOX said he would convict on the facts, but in the case of *Andrew v. Stysap* (26 L. T. Rep. N. S. 704), it was held that where a person put M.D. after his name, without anything more, it implied that the person was a doctor of medicine with an English diploma. He had some notion, however, that in the course of his law reading he had come across a case in which it had been held that a person putting Dr. before his name did not bring himself within the statute. He would therefore grant an adjournment to give Mr. Kisch an opportunity of seeing if any such case appeared on the books.

Kisch urged that before the defendant could be convicted some overt act must be proved, and as no specific advice or medicine had been given, he contended that the defendant had not pretended to be a doctor within the meaning of the statute.

Mr. KNOX considered, under the circumstances, there had been an overt act on the part of the defendant, but would adjourn the case for further consideration.

Upon the case being resumed, a witness named Sears produced an American diploma, framed and glazed, which, he said, was always conspicuously exposed in the window of his shop.

Kisch having addressed the court and referred to cases in support of his views,

Mr. KNOX, after dealing with the counsel's arguments, said that in the present case there must be a conviction. The defendant had assumed to be Dr. Bell—a person who, by the mouth of his own witnesses, was proved to be long since deceased. The detective went into the shop and asked for Dr. Bell. The defendant said he was Dr. Bell, and handed to the detective a card as his, with the title inscribed on it. He then remarked on the detective's sickly appearance, and offered to provide him for 6s. with a bottle of medicine, which would do him good. But the mere assumption of the title of doctor, with nothing more, might mean one of several things, but when a man held himself out as doctor in a doctor's shop and offered to prescribe for you, surely it was not a violent inference to draw that he held himself out as a doctor of medicine and not doctor of laws, of music, and so forth. Then as to the words in the statute, "wilfully and falsely." Surely in this case the defendant assumed to represent a dead man. There could be no great doubt as to this point. Nor was he at all helped by the fact that he was merely the assistant of Dr. Wray, who was in court the other day in such a disgraceful state of intoxication, and was ordered out of the witness-box; that had simply nothing to do with the matter. He held himself out as Dr. Bell, and practised medicine. This was a clear case of violation of the Act of Parliament. The full penalty of £20 must be paid, with £1 3s. costs.

Kisch hoped the magistrate would express an opinion in favour of having, in cases brought before him by the association, more than one constable as witness.

Mr. KNOX would emphatically say he concurred in the suggestion of Mr. Kisch, and hoped in future cases it would be carried out.

jurisdiction where the decision was made, still it cannot control the question before the court, for the reason that the rule of practice here is different, as is clearly shown by the judgment of this court delivered at the last term of the court: (*The Alabama v. Gamecock*, 2 Otto.) Counsel of experience and ability attempted to maintain in that case the same theory as that now advanced in argument here by the appellees, and they cited *The Milan* (Lush. Adm. R. 403), *The Atlas* (4 Ben. R. 28), and same case (10 Blatch. 460) in support of the proposition which they desired the court to adopt. Suffice it to remark, by the way of explanation, that all the parties interested in the case then under argument were before the court, which is all that need be said in respect to the operation of such a theory if applied in a case where the parties interested were duly served and were present, and it did not appear that each of the respondents was not able to respond for a moiety of the damages suffered by the owner of the cargo. Contingencies are also portrayed in which it is conceded that the theory may be applied without serious injustice or inconvenience; but the court proceeds to say that it would seem to be just that the owner of the cargo, who is supposed to be free from fault, should recover the damage done thereto from those who caused it, adding that if he cannot recover from either of them such party's due share, he ought to be able to recover it from the other, and that the same reason for a division of the damage does not apply to the owner of the cargo as applies to the owners of the ships. Remarks are then made to show that the moiety rule is both just and expedient between the ships where both are in fault, but the court proceeds to say that if either is unable to pay his moiety of damage, there is no good reason why the owner of the cargo should not have a remedy over against the other, and finally remarks that the moiety rule was adopted for the better distribution of justice between wrongdoers, and that it ought not to be extended so far as to inflict positive loss to innocent parties: (*The Gregory*, 9 Wall. 516.) Much care was taken in framing the decree in that case, which of itself shows to a demonstration that the court never intended to adopt a theory which would fail to give innocent parties full compensation suffered by a collision, and that they never meant to extend the moiety rule so as to do injustice to an innocent tow or to the owner of cargo. Such a result can never be sanctioned by the justices of this court so long as they adhere to the rule that when a third party has sustained an injury to his property from the co-operating consequences of two causes, though the persons producing them may not be in intentional concert to occasion such a result, the injured person is entitled to compensation for his loss from either one or both of them, according to the circumstances of the incident: (*The New Philadelphia*, 1 Black, 76; *Boyer v. Sturgis*, 24 How. 122.) Except when both parties are to blame, the offending party can recover nothing, whether he pursues his remedy in the Admiralty or at Common Law. Where both are to blame neither can recover anything at Common Law, but the Admiralty requires each to suffer a moiety of the loss, to be ascertained in the manner already explained. Parties without fault, such as shippers and consignees, bear no part of the loss in collision suits and are entitled to full compensation for the damage which they suffer from the wrongdoers, and they may pursue their remedy in personam, either at Common Law or in the Admiralty, against the wrongdoers or any one or more of them, whether they elect to proceed at law or in the Admiralty Courts. Such a party is not required in any event to bear any portion of the loss suffered by others, the rule being that where the collision occurs exclusively from natural causes without any fault of either of the colliding vessels, the loss shall rest where it happens to fall, on the principle that no one is responsible for such a disaster when produced by causes over which human skill and prudence can exercise no control. Inevitable accident is a good defence in such a controversy, where both vessels are free from blame, but it is utterly unavailing if either or both were in fault. Where the vessel of the respondent is alone in fault, the libellant is entitled to recover full compensation for his damages, and the rule is that if the vessel of the libellant is alone in fault, the decree must be for the respondent that the libel be dismissed. Cases also arise where both vessels are in fault, and the repeated decisions of this court have established the rule that in that contingency the damages shall be equally apportioned between the offending vessels, as having been occasioned by the fault of both: (*The Catherine*, 17 How. 177; *The Sunnyside Otto*, 216; *The Continental*, 14 Wall. 355; *The Morning Light*, 2 Id. 560; *The Pennsylvania*, 24 How. 313). Innocence entitles the loser to full compensation from the wrongdoer, and it is a good defence against all claims from those who have lost. Individual fault renders the party liable to the innocent loser, and is a complete

answer to any claim made by the faulty party, except in a case where there is mutual fault, in which case the rule is that the combined amount of the loss shall be equally apportioned between the offending vessels. Decree reversed, and the cause remanded, with directions to reverse the decree of the District Court, and to enter a new decree in favour of the libellants for the entire damages as ascertained by the commissioner.

## COMPANY LAW.

### RAILWAY CLAUSES CONSOLIDATION ACTS.

INQUIRY AT SOUTH SHIELDS.

Thursday, Dec. 7.

(Before JOHN GRAHAM, Esq., one of Her Majesty's Coroners, and a Special Jury.)

HEATH AND OTHERS v. THE NORTH-EASTERN RAILWAY.

*Capitular Estates of Durham—Tenant-right of perpetual renewal of leaseholds—Quit rent—Power of Ecclesiastical Commissioners, as reversioners, to refuse renewal—Quantum of compensation to leaseholders.*

THIS inquiry was before one of the coroners of the county instead of the sheriff, the latter official being personally interested in the proprietary of the railway.

The peculiar and important question was raised whether a leaseholder under the Dean and Chapter of Durham, claiming by custom to renew in perpetuity, was entitled to compensation (by virtue of the compulsory powers for taking land, possessed by the railway company) beyond the mere value of the unexpired term of years specified in the demise?

Waddy, Q.C. represented the claimant. Shaw (barrister) for the North-Eastern Railway Company.

Borrett (solicitor, firm of White, Borrett, and Co.) watched for the Ecclesiastical Commissioners for England.

The North-Eastern Railway Company have a branch line from Newcastle-upon-Tyne to South Shields, and for its extension to a nearer point to the German Ocean required to take, under the usual compulsory powers, two small shops and premises in King-street, South Shields, of which the trustees and executors of the will of Mary Heath, deceased, were the leaseholders.

The property was formerly farmhold, part of Shields Hough estate, which pertained to the demesne of the Dean and Chapter of Durham (whose rights and interests vested in 1870 in the Ecclesiastical Commissioners), and was held by the Rolls of the Halmote Court in 1496, at a rent of 28. The custom of the dean and chapter had been to grant leases for twenty-one years, and to renew, for a like term, every seven years, upon payment of a fine, governed in practice by the amount of rack rent for the time being. In 1846 a renewal fine of £25 was paid to the dean and chapter, and subsequently £27 10s., besides the clerk's fees. Evidence was adduced of the payment of 1s. 8d., as a customary yearly quit rent, by the leaseholder, and that the old assignments comprised, in the general words, "the term and terms of years yet to come and unexpired, tenant right, and right and benefit of renewal." The lease was last renewed in 1867, and the twenty-one years created by it expires in 1888. The Ecclesiastical Commissioners were now in the habit of granting to the leaseholders a term of 999 years, or an enfranchisement in fee. They, however, refused to make any such grant, or to renew the present demise to the claimants, because the premises were required by the railway company, with whom the commissioners had entered upon some negotiation of a nature which did not transpire. On the contrary, the commissioners endeavoured to acquire the outstanding beneficial leasehold estate for a sum of between £300 and £400. At a subsequent period the railway company served the claimants with notice to treat, and took the necessary proceedings for this inquiry.

Several witnesses estimated the value of the property, assuming the right to perpetual renewal, and allowing for fines and fees, at about £850; whilst others (called in the railway company's interest) considered the value of the unexpired term of years at amounts varying from £356 to £417.

Interesting historical testimony was given by Mr. W. H. D. Longstaffe, solicitor, of Gateshead, and Mr. John C. Heath of the Middle Temple, one of the claimants.

It is unnecessary to set out the arguments of counsel, but it was admitted that no decision had been given to establish whether or not the Ecclesiastical Commissioners or the Dean and Chapter had power arbitrarily to refuse to renew a lease under the circumstances.

The Coroner fairly and lucidly summed up, but said he considered that the claimants were

entitled to more consideration than ordinary leaseholders, by reason of the peculiarities attendant upon their tenure. Still, the broad question for the jury was, what was the value of the interests of the claimants, which the railway company had given notice to acquire, in the property?

The jury assessed the compensation at £24. Solicitors, *Crowdy and Son*, Serjeants' Inn, W. H. Bell, South Shields, for the claimants. *Richardson, Gutch, and Co.*, York, for the railway company.

## COUNTY COURTS.

### CHESTER COUNTY COURT.

Thursday, Dec. 21.

(Before HORATIO LLOYD, Esq., Judge.)

CATHERALL v. LLOYD.

*Sale—Warranty—What amounts to.*

THIS was an action brought to recover the sum £39 10s., money had and received by defendant the plaintiff's use.

Roper, of Mold appeared on behalf the plaintiff Marshall, barrister (instructed by Messrs Walker and Smith) for the defendant.

The circumstances under which the action brought were these: On the 7th Sept. the plaintiff attended Chester fair for the purpose of purchasing a horse. There he met the defendant's Duncan, with a mare for sale, and, after a conversation as to its merits, Mrs. Lloyd the defendant's wife, was seen, and something was said to the purpose for which the plaintiff wanted horse, and the capabilities of the mare, it was then purchased for £39 10s. It remained in defendant's custody till the following day, when the plaintiff fetched it and put it to draw from a sand-hole. According to his statement he refused the work, and he said showed himself a "jibber." The horse was then returned to defendant, and hence the present action to recover the amount paid.

Ralph Catherall, the plaintiff, stated that he was a farmer residing at Ewloe Hall Farm, Hawarden. On the 7th Sept. last he attended Chester fair for the purpose of buying a horse, being in want of one to draw sand from a sand-hole. In the fair he met defendant's man named Duncan, with a mare. They had a conversation as to its qualities, during which Duncan said "there was not a better drawing mare, good anywhere." Plaintiff then asked to see the mare, but was told that Mrs. Lloyd, who was conducting the sale. He ultimately went and in company with a man named George W. they all went into the Bear's Paw Inn, Fawcett street, to bargain. He told Mrs. Lloyd it was a heavy place to go to, and the mare was no use unless it could draw. One of the present said it would draw "until its belly hit the ground," and Mrs. Lloyd rejoined, "It will." She also further said that the mare would draw anywhere, either in the cart, chain shandry. On these words he bought the mare for £40, with 10s. back. The mare was to go to defendant that day, and he was to fetch it that day, which he did. The same day he took three small loads of wheat over level ground when she showed a disposition to rear up. Following morning his son took the mare to draw sand from the sandhole. He brought her back, and in consequence of what he told (witness) he took the mare back to the defendant. There was no one at home but the servant man, Duncan, who looked after the mare out to her colt. He told the plaintiff that it was brought back because it would not draw. The following Monday morning defendant sent him a note stating that he charged 7s. per week for the mare's keep. Plaintiff returned the mare again, and he (plaintiff) then sent it back again. Plaintiff saw Lloyd on the subject, who said that the mare was only "collar proud." He suggested to the plaintiff that the mare should have a trial in the press a man named Beavan, and it was arranged that should be carried out on the following morning. The mare, which was then in defendant's possession, was to be sent about 10 o'clock, but it did not arrive until two o'clock the afternoon, when he at once sent it to the man Beavan, in whose presence the trial was to take place, had gone. The mare was not in his possession, and he did not know it was.

In cross-examination plaintiff said that he took the mare back he saw Duncan, who had offered to put 30cwt. upon her and to drive in his presence. He had seen the mare, but never noticed it at work before purchasing.

Edward Catherall, son of the plaintiff, deposed to having put the mare in the shafts and to her to the sandhole and loading her with ordinary load. This she refused to draw, as to be taken out and another horse substituted.



also tried on the level and in the chains, in every fair means, but she could not be raw.

Wright, labourer, of Ewloe, Edward n, of Ewloe, and Joseph Morris, who assent at the time the mare was purchased, stated the plaintiff's evidence as to the nt made by Mrs. Lloyd.

William Catherall, late manager of the oft brickworks, stated that he had seen e more than once refuse to draw.

es-examination, this witness admitted that produced of loads carted by the mare, from a ton to a ton and a half, for the oft Company, were correct.

or Hewitt, carter, Peter Jones, labourers, Astbury, carter, John Ellis, carter, who re or less, were well acquainted with the testified that they had on various occasions e refuse to draw comparatively light loads.

h Catherall, son of the plaintiff, stated alve months previous to the purchase of e, during a conversation, Mr. Lloyd (the nt) told him that it was not fit for heavy However, he did not tell his father of this.

se defence, Marshall contended first that ds used by Mrs. Lloyd did not amount to a y. The plaintiff, it was true, had said he he required the mare to work at a sand- she denied that, and she clearly could e been aware of the exceptionally heavy

of the work, the plaintiff himself admit- was a bad place to get sand out of. Hence tement that this was a "good working must, he submitted, be taken only as words of praise. Then he contended that,

it were held a warranty, neither she nor ant man had power to give one unless ex- authorised by the defendant, as was held ase of *Brady v. Todd*.

ONOUR.—In that case I think it was said there was a warranty in fact given, and no ty proved to give it, the sale was void. all said there was no doubt an obiter of the judges to that effect.

ONOUR said it must necessarily be so on 3. all then proceeded to comment on the of the case, alleging that whatever the mounted to there was no breach, as the eriment made of the mare's capabilities unfair one, and she was in fact a capital orker, as would be proved by many wit-

alled Mrs. Lloyd, wife of the defen- ho stated that when the mare was pur- the defendant told her that he merely it for carting, but nothing was said about dhole. She had no authority whatever r husband to give a warranty, and nothing l about one.

Duncan, labourer, in the employ of the nt, described the mare to be "as good a are as was ever put in gear." He had scores of times to draw loads of 31wt. t., and had never known her refuse. He rated Mrs. Lloyd as to the fact of taking e to the fair. Referring to the Saturday g the sale, when the mare was brought g offered to put 31wt. on her and try her, offer was refused.

awer to his HONOUR, the witness said had no authority to warrant the mare.

le Tomlinson, of Pentre, farmer; Mr. rd, agent to the Little Mountain Colliery y; Edward Hughes, Thomas Edwards, r; and Thomas Johnson, manager of the oft works, had all seen the mare drawing ut had never seen her refuse to draw, sidered that she was a "good working

ONOUR held that the words used by Mrs. mounted to a warranty, but that neither her servant had express authority to give nty. Under those circumstances, on the ty of *Brady v. Todd*, he held that there sale, and that plaintiff was entitled to the amount claimed. In regard to the elf, the plaintiff had returned her to the nt, and could not be held responsible for d happened to her afterwards.

#### WAKEFIELD COUNTY COURT.

Thursday, Dec. 14.

Mr. Serjeant TINDAL ATKINSON, Judge.)

BOSTON v. GOODER.

land to lateral support of adjoining land ct of added weight of houses built within y years.

vious sitting of the court, Councillor woollen draper, Westgate, and the owner outages in Field-lane, Thorne, sued Mr. an engineer at Messrs. Craddock and Co.'s e works, Denby Dale-road, for damages e alleged he had sustained in consequence r having, whilst excavating on the adjoin-

ing property, let down some outbuildings belonging to him.

After hearing evidence, his HONOUR (having reserved judgment) gave his decision as follows: The plaintiff in this action seeks to recover damages for an alleged trespass on his land caused by the defendant excavating his land so close to that of the plaintiff's that thereby the earth gave way and caused some outbuildings of the plain-

tiff's to fall. The facts proved at the trial were that the defendant and plaintiff's land adjoin. At the time when the alleged trespass was said to be committed the plaintiff's outbuildings, which had been erected within the period of twenty years, stood close to the boundaries of the two properties. Whether by settling or other-

wise, the buildings and walls had become out of the perpendicular, leaning over towards the defendant's land. Defendant gave the plaintiff notice to restore them to an upright condition, and this was accordingly done. Two boundary walls of the plaintiff ran to the extremity of his land, one on each side of the outbuildings. One of these was pulled entirely down, and the bricks, weighing upwards of a ton, were stacked behind the remaining wall, close to the outbuildings.

On the defendant excavating his land for the purpose of building, and coming within two feet of the plaintiff's land, the plaintiff's remaining wall and the outbuildings gave way and fell, and for the deprivation of the lateral support of the defendant's land and the consequences which followed, the plaintiff brings the present ac-

tion. The decision turns upon the answer to the question—Would the plaintiff's land have remained in its original position, notwithstanding the defendant's excavations, but for the weight of the plaintiff's outbuildings and walls, and also if it would not have remained in the same state, was there appreciable damage caused by such excavation? The law on this subject is free from obscurity or doubt. It has long been decided that in all the cases in which the owner of land has not by buildings or otherwise increased the lateral pressure on the adjoining soil, he has a right to the support of it, as an ordinary right of property, not as an easement but as a right necessarily and actually attached to the land: (*Gale on Easements*, 5th ed. 358).

In a very early case, *Wilde v. Ministerley* (Bolle's Abridgment, 564), it is said—"It seems that a man who has land closely adjoining my land cannot dig his land so near mine that mine would fall into his pit, and an action brought for such an act would lie." But since that time, by slow steps, the law now is that if the plaintiff has within twenty years by adding buildings or otherwise to his land caused such a pressure by the superincumbent weight that his land has fallen into the defendant's excavation, where, without such pressure it would have remained in its original position, then he is without remedy, and a further limita-

tion of a plaintiff's right to recover in such cases is found in the late case of *Smith v. Thackeran* (L. Rep. 1 C. P. 564), in which it was held, that if the plaintiff's soil falls away in consequence of the defendant digging in his land, but there would have been no appreciable damage had it not been burdened with modern buildings, no action can be sustained. Apart from that case, I am of opinion that the plaintiff's land would not have fallen in, but from the pressure caused by the outbuildings, and the remaining wall aided by the fact of stacking the bricks of the wall which had been removed closed to the defendant's excavation, and that these co-operating together originated the damage, and that the present case falls within the principle of *Wyatt v. Harrison* (3 B. & Ad. 871), in which it is said: "Yet if I have laid an additional weight on my land, by building, my neighbour is not to be deprived of the right of digging his own ground, because mine will then become incapable of supporting the artificial weight which I have laid upon it." Upon these grounds there must be a verdict for the defendant with costs.

## BANKRUPTCY LAW.

COURT OF APPEAL, LINCOLN'S INN.

Thursday, Dec. 21.

(Before JAMES, L.J., BRAMWELL and BAGGALLAY, J.J.A.)

Ex parte THE GOVERNORS OF ODIHAM SCHOOL; Re NEWMAN AND SON.

Building contract—Liquidated damages—Penalty —Proof—The Bankruptcy Act 1869, ss. 23, 31.

N. and Son, in April 1875, contracted with the governors of a school to build and complete a schoolhouse by the 31st Dec. following. The contract contained a variety of stipulations, with remedies for the breach of them, and concluded with a clause, that if in case the contract was not in all things duly performed by N., he should pay to the governors £1000, as liquidated damages.

N. failed before the 31st Dec. and his trustee in bankruptcy repudiated the contract:

Held (reversing the decision of the Chief Judge), that "liquidated damages" must be read "penalty," and that the governors could prove only for the damages actually sustained.

THE decision of Bacon, C.J. in this case is reported 35 L. T. Rep. N. S. 558. His Lordship said: I cannot alter the contract, and I cannot find any circumstances that will induce me to say, or justify me, in considering this contract, in saying that in the event of such things happening as have happened, a less sum than £1000 should be paid. If I said that I should be obliged to ask myself the question how much less than £1000 ought to be paid? What means have I of ascertaining that? There has been no suggestion of the existence of any particulars of the amount of damage that has been incurred, and I do not know that anyone is in a position to furnish them; but I say that if the contention of the trustee were right, and I decided according to their contention, I should be puzzled greatly in either finding or directing any other tribunal to find the amount of the specific damage that has been sustained. The order is wrong, and the appeal must succeed. The appellants will have the costs of this appeal and in the court below.

The trustee appealed.

Bagshawe, Q.C. and F. O. Crump for the appellant.

De Gez, Q.C. and G. W. Lawrence for the respondents.

The COURT, without calling for a reply, were of opinion that the order of the Chief Judge must be discharged with costs in this court and both courts below.

Solicitors for the appellants, Lambert, Petch, and Shakespear.

Solicitors for the respondents, Pickett and Mytton.

Ex parte ATTWATER; Re TURNER.

Unregistered bill of sale—Actual possession—Prior act of bankruptcy.

THIS was an appeal from a decision of Mr. Registrar Pepys, as Chief Judge, and it raised an important question with regard to the construction of the Bills of Sale Act 1854. That Act provides that a bill of sale, if not registered, shall be void as against the assignee in bankruptcy of the mortgagor, as regards any personal chattels comprised in the bill of sale which, at or after the time of the bankruptcy, shall be in the possession, or apparent possession, of the mortgagor. The question was whether when the holder of an unregistered bill of sale had taken possession of the property comprised in it, before the filing of a liquidation petition by the mortgagor, his title was liable to be defeated by reason of a secret act of bankruptcy committed by the mortgagor before the possession was taken, the title of the trustee in the liquidation having, by virtue of the Bankruptcy Act, relation back to that prior act of bankruptcy. The question was, in short, whether the bill of sale holder was protected by sects. 94 and 95 of the Bankruptcy Act. In the present case, the mortgagee took possession on the 24th Aug., the debtor filed his petition on the 28th Aug., under which Mr. W. C. Cooper was subsequently appointed trustee. The debtor had, on the day before the possession was taken, committed an act of bankruptcy by denying himself to several of his creditors. In these circumstances, the registrar held that the trustee was entitled to the property comprised in the bill of sale.

The following is the judgment of the Registrar, which was appealed against:

Mr. Registrar Pepys.—This is a motion on behalf of the trustee under the bankruptcy of Henry Turner, asking for an order that certain deeds, in the nature of mortgages, made on the 24th Sept. 1875, and on the 24th May 1876, under which two several sums of £1000 and £500 were advanced to the bankrupt, may be declared void as against the trustee under the liquidation. It is admitted on either side that these deeds come under the head of bills of sale, subject to the Bills of Sale Act, and the contention on the part of the trustee is that the property comprised in and subject to these deeds, was in the apparent possession of the bankrupt at the time of the committing of the act of bankruptcy. Two questions arise which have to be considered on this occasion. I might say, in the order of events, that possession was taken by the creditor on the 24th Aug. 1876, and that on the 29th Aug. the debtor filed a petition for liquidation, and the two questions that are to be determined now are—firstly, whether the possession which was taken by the creditor on the 24th Aug. 1876, was a sufficiently good and complete possession, or whether or not the property was apparently in the possession of the bankrupt on the 29th Aug. The next question, supposing I determine in favour of the mortgagee, is whether before possession was taken the debtor had not



committed a prior act of bankruptcy; whether, in fact, there was not in existence a prior act of bankruptcy before taking possession at all, under which the title of the mortgagee would be rendered void, and would make it incumbent upon me to give effect to the application of the trustee. On the first point I expressed an opinion during the course of the argument, and I did not call upon counsel for the creditor to reply to it, because I considered the possession taken by the creditor on the 24th Aug. was a good and ample and sufficient possession. At the time the creditor, by his solicitor, went to the house, demanded possession, closed the shop, took possession of the premises, and painted out the name on what is called the fascia, over the door, and, as I think, gave sufficient evidence to all parties that he had taken possession of the premises, and that the goods were no longer in the possession of the debtor. Against that it was alleged, in the first place, that the person who so took possession was the solicitor to the creditor, and had also been employed as solicitor to the debtor, and it was argued with some force that the person so employed might be considered to be the agent, not of the creditors, but of the debtor, and that possession by a person under such circumstances could not be held to be a good and sufficient possession. I am of opinion that that argument cannot prevail. The mere fact that a solicitor has acted at some time or other, or on several occasions, as solicitor for the debtor could not so invalidate his acts as to render possession by him valid on behalf of another. As far as that is concerned, the possession taken by the solicitor to the mortgagee was a good and sufficient possession. It was then argued, and evidence was brought to show, that although the name was painted out of the fascia over the door, the name of the debtor was still left in large letters on the front of the house. That no doubt was so, but at the same time it is impossible in the nature of things that these large letters on the house could be taken down without great trouble, time, and expense, and I am not prepared to say that it is incumbent upon a creditor seeking to take possession of premises under circumstances such as these entirely to remove all outward sign, and destroy all trace of the ownership of the former tenant. Sufficient was done, if there was any doubt on the subject, to enable a person to make inquiries and to ascertain what had taken place, and if he had done so, he would have been informed that the creditor was in possession. If, therefore, the question had been left in the form in which it was originally launched, and entirely dependent upon the question whether the possession was taken before the filing of the petition for liquidation, I should have no doubt, after the inquiry which has taken place, in deciding that the title of the mortgagee was good, and ought to be allowed to stand; but at the eleventh hour, after the case had come before the court, and was adjourned to enable the trustee to amend his notice of motion, a new case altogether is started and brought before the court. An affidavit was filed only a few days before the case came before me, in which the debtor himself—because it is a joint affidavit filed by the debtor himself and two of his employees—states he did on the day previous to the taking possession on the part of the mortgagee, commit an act of bankruptcy by denying himself to his creditors, inasmuch as he had given orders, and was in fact denied to several of his creditors by persons whom he employed. It cannot be disputed, and must be inferred, that the instructions were given and the denial was made with the object of defeating and delaying his creditors. First of all, that was *prima facie* an act of bankruptcy, and it appears to me that all the cases have decided that denial of a man to his creditors, with the intent to defeat and delay those creditors, and that his keeping house for such a purpose is an act of bankruptcy under the Act of Parliament. That is sufficiently established and a man so acting must be held to have committed an act of bankruptcy unless the evidence of such act of bankruptcy can be rebutted in any way, and it can be clearly proved that there was an intention on the part of the debtor to deny himself to his creditors. No such attempt was made in this case. Whether or not it was not thought necessary, or not thought of sufficient consequence to be rebutted, no evidence was brought to set it aside, and no cross-examination took place of the witness, but it is left on the proceedings in its pure and naked form, as distinct evidence that on a certain day which is not mentioned, but on a certain occasion previously to taking possession on the 24th Aug., an act of bankruptcy was committed by the bankrupt, and that being so, and it being established by law that the title under liquidation, as well as under bankruptcy, will have relation back to the time at which an act of bankruptcy is committed, if this act of bankruptcy was committed a few days before the possession was taken, it seems to follow that the title of the mortgagee would be rendered incomplete in consequence of his not having taken possession previous to his having

committed an act of bankruptcy, unless it can be saved from being so under the provisions of this or any other Act. The case of *Ex parte Wright, re Arnold* was cited by Mr. Roxburgh, on the part of the mortgagee, as being a case entirely in his favour. I need scarcely say that since this case was argued before me I have taken the opportunity of looking carefully through that case, and in that case I find there is a very material distinction, and that the circumstances are very different. In *Wright, re Arnold* the bill of sale and mortgage had been duly registered, and the title of the mortgagee was good as against all the world, except as against the trustee in the bankruptcy, and the trustee in bankruptcy could only establish his title by establishing the fact that the goods when taken possession of were in the order and disposition of the bankrupt with the consent of the true owner thereof. But here the matter rests on a different basis: there they were able to establish that the act of bankruptcy was committed prior to the mortgagee taking possession, but in that as in this the act of bankruptcy was unknown to the mortgagee and accordingly it was held under those circumstances that the case came under the saving clause, the 94th clause of the Act, which says that nothing in this Act shall invalidate any payment made in good faith and for value received to any bankrupt, or any contract, or dealing, for due consideration, and without the knowledge on the part of the mortgagee of any act of bankruptcy, and in that case these conditions were fulfilled, and, therefore, the 94th section applied, that is to say, that part of the 94th section which exempts from the operation of the Act certain dealings which come under the head of disabilities of the deed, and which are only the creatures or creation of Act of Parliament, and, therefore, those dealings come within the exceptions to the operation of the order and disposition clause of the Act. The title of the mortgagee was good in that case as against the trustee. But in this case the matter rests entirely on a different consideration. It is not the Act of 1869, the Bankruptcy Act, which renders the transaction invalid; it is the Bills of Sale Act 1854, and by that Act it is enacted that, transactions of this nature unless registered shall be invalid as against the trustee in bankruptcy or other parties, unless possession is taken at the time of the act of bankruptcy. There is no saving clause in that Act and it is impossible to argue that an Act passed in that way—the saving clause enacted in the Act of 1869—can be held to apply to the Act of 1854, which enacted that unless possession was taken at the time of bankruptcy the bill of sale should be invalid as against the trustee in bankruptcy. But the precise conditions were not fulfilled, the mortgagee does not register the bill of sale at the time of the act of bankruptcy. There having been a denial of the debtor to his creditors at a time preceding the taking possession, there has been an act of bankruptcy established, and however hard the case may appear to be (the act of bankruptcy being unknown), the court cannot but hold as against the mortgagee and must make an order in the terms of the motion.

The mortgagee appealed.

*Roxburgh, Q.C., Doria, and Crump* were heard in support of the appeal.

*Winslow, Q.C. and Winch* for the trustee, were not called upon.

*JAMES, L.J.* was of opinion that it was impossible to escape from the plain meaning of the words of the Bills of Sale Act. The court had nothing to do with the policy or impolicy of the Act. The Legislature intended that, if a man chose to take a bill of sale without registering it, he should be liable to all the consequences of his so doing, and one of the consequences was this—that the bill of sale was void as against the trustee in bankruptcy of the mortgagor, unless the mortgagee had taken possession of the property before the bankruptcy. What did the word "bankruptcy" mean when the Act was passed in 1854? It clearly meant the commission of an act of bankruptcy to which the title of the assignee could have relation. Sect. 94 of the Act of 1869 had really nothing to do with the question, nor had sect. 95. To hold that those sections applied would be to say that general words in a subsequent Act had repealed the special provisions of a prior Act which was passed for a special purpose. The title of the trustee must prevail, and the appeal must be dismissed with costs.

*BAGGALLAY, J.A.*, concurred.

*BRAMWELL, J.A.*, was entirely of the same opinion. In his opinion the law could never be said to create hard cases, and he did not think the present case was a hard one. The Act was intended to ensure the registration of bills of sale. If a person who advanced money upon the security of a bill of sale chose to run the risk of not registering it, any hardship which resulted to him was of his own creation. If, in the Bills of Sale Act, the Legislature had by the word "bankruptcy" meant the adjudication or the filing of the petition, they might have said so; but instead of

doing that they had used words which is always understood to mean the commission of an act of bankruptcy. The only question was the provisions of the Bills of Sale Act as repealed by sect. 94 or sect. 95 of the Bank Act of 1869. His Lordship was of opinion they had not. Not that the words were some extent inconsistent, but it was a well established rule of construction that a subsequent general Act did not repeal a former Act of application. The object of the Bills of Sale Act was to ensure the registration of bills of Sects. 94 and 95 of the Bankruptcy Act was intended to repeal the stringent provisions of Bills of Sale Act, but were passed for a different purpose. It was not, therefore, where a subsequent Act had repealed a previous consistent enactment. The title of the trustee must prevail.

#### LONDON BANKRUPTCY COURT.

(Before the CHIEF JUDGE.)

Monday, Dec. 18.

*Re E. ESILICK; ex parte ALEXANDER.*

*Bill of sale—Trade fixtures—Registration—Bankruptcy of mortgagor—Bills of Sale Act, 1854, ss. 1, 7.*

THIS was an appeal from a decision of the judge of the Aberdare County Court.

On the 13th May 1874, the *Waynes* Company demised to E. Eslick, a cabinet maker, a term of sixty-eight years from the 25th of May 1856 (less the last three days of the term) of ground in Aberdare. The lease contained a covenant by Eslick that he would before 1st January 1875, erect and finish on the premises a building for the purposes of a saw mill; that he would keep the building and the fixtures appertaining thereto in repair; that at the determination of the demise he would surrender the land, buildings, and all which during the term might be fixed to hold in good repair, except the steam apparatus, machinery, fixtures, and things noted therewith, which it was agreed might be removed.

On the 22nd Aug. 1874, Eslick, to secure payment of a sum of £1300 lent to him by Moxham, assigned to Moxham the piece of ground comprised in the lease, together with the saw mills and buildings erected thereon, steam engines, boilers, fixed and moveable machinery fixed or placed on the premises, and hereditaments and such of the machinery in the nature of landlords' fixtures to his executors, administrators, and assigns, residue of the term of sixty-eight years, three days, and to hold such of the machinery as was in the nature of tenants' or trade fixtures to Moxham, his executors, administrators assigns absolutely, subject to redemption. It was a power for the mortgagee in default of payment to sell the premises expressed to be in parcels or parts thereof, either together or in parcels. The mortgage was not registered under the Bills of Sale Act.

In July 1876, Eslick filed a liquidation petition. The mortgage debt remained due, and the mortgagee had not taken possession of any mortgaged property. The judge held the mortgagee was entitled to the steam saw mill, and other trade fixtures.

The trustee appealed.

*Little, Q.C. and Romer* for the appellant.

*De Gez, Q.C. and Everitt* for the mortgagee.

The CHIEF JUDGE held that by the mortgage it was intended that the mortgagee should have power to sever the trade fixtures and remove them separately from the premises. The case was governed by *Ex parte Daylight* (8 Ch. 1072), and not by *Ex parte Barclay* (9 Ch. 576), and, the mortgage not having been registered under the Bills of Sale Act, the mortgagee was entitled to the trade fixtures.

Solicitors: *Torr and Co.*; *Tamplin, Tey Joseph.*

#### NEWCASTLE-UPON-TYNE COUNTY COURT.

Friday, Dec. 15.

(Before T. J. BRADSHAW, Esq., Judge.)

*Ex parte FRAZER; Re LLOYD.*

Order at instance of petitioning creditor's proceedings of independent judgment creditor suing out debtor summons—Debtor's application to dismiss—Debtor's summons restrained—Dismissal of debtor's application—Restraining order dissolved by consent. *Blackwell* (instructed by W. H. Bell Shields), moved upon notice for the dismissal of the debtor's application to dismiss the summons. The facts were these: In May 1874 Robert Fraser issued a debtor summons against Lloyd, a trader, having previously instituted proceedings in the Exchequer Division to recover a debt. The registrar, upon the application of a formal affidavit, alleging non indebit

adjourned the summons until judgment in execution without requiring security. A trial at Prius and reference took place, establishing the claim of Frazer, who signed judgment and his costs in September. A levy under the writ followed, and adverse claims to the seized goods having been made, the sheriff interpleaded. On his steps at chambers, Messrs. Foster, solicitors for Lloyd, filed a petition for an order of bankruptcy against him, and, at the instance, the Registrar granted an interim order, which, no cause being shown, was made absolute by the judge, and renewed, restraining the sheriff from taking further proceedings "under the writ of summons and execution." Foster's petition stands over for the decision of questions the subject of appeal. Mr. Edmund (solicitor) opposed the motion on its grounds.—The restraining order was made absolute by the judge, and renewed, restraining the sheriff from taking further proceedings "under the writ of summons and execution." Foster's petition stands over for the decision of questions the subject of appeal.

*Kicell*.—The restraining order was to protect the estate for the general body of creditors. But the summons was not "under the writ of execution," or "execution," but preliminary to an adjudication than Foster's petition could be for the same purpose.

HONOURABLE COURSE.

*Kicell* moved to dissolve or set aside the restraining order.

*Con* (solicitor), on behalf of Foster, the respondents, offered no opposition.

*Remond* claimed *locus standi*, *contra*. The court made (1) to dissolve the restraining order and (2) dismissing Lloyd's application to set aside the summons, with costs.

#### WORCESTER COUNTY COURT.

Wednesday, Dec. 13.

Before RUPERT A. KITTLE, Esq., Judge.)

Re EDWARD TOLLEY GRUBB.

*Costs*.—Not exceeding 50*l*.—*Sheriff's fees*.—*B. A. 1869, s. 87*.

HONOURABLE.—A motion was made at the last sitting of this court for an order declaring the respondents entitled to the proceeds of the sale of goods and chattels seized in execution by the sheriff of Herefordshire under a writ of *fieri facias* at the suit of William Dillwyn Sims, Charles Sansome, John Head, and James Edward Ransome, judgment creditors of the respondents, such goods, or the proceeds thereof, intended, being part of the estate of the respondents, divisible among the general body of his creditors. The writ of execution upon which the goods were made was indorsed: "Levy 24*l* 12*s*. 110*s*. 6*d*., for costs of execution, and also at 24*l* 12*s*. at 2*l* per cent. per annum, the 12th Sept. 1876, until payment, besides the poundage, officers' fees, costs of levy, and other legal and incidental expenses." Motion was taken by the sheriff on the 9th Sept. in this year, and the goods then were sold on the 26th Oct. for the sum of 258 3*s*. 6*d*. It was contended on behalf of the execution creditors that the goods were not taken in execution for a sum exceeding 250*l*. and on behalf of the trustees it was contended that the sum for which such goods were so in execution did exceed 250*l* within the meaning of sect. 87 of the Bankruptcy Act 1869.

GURUS presented to the court on behalf of the execution creditors were as follows: Judgment and costs, 244 12*s*.; execution, 21 10*s*. 6*d*.; age, 22 6*s*.; officer's fee and mileage, 1*s*.—total, 287 18*s*. 6*d*. On behalf of the trustees it was stated that a sum of 5*s*. for possession must be added to the costs of execution, as mentioned, and that, therefore, the levy was for 250 3*s*. 6*d*. It was not contended for the trustees that the 5*s*. possession fee was a "legal incidental expense" within the meaning of the words indorsed upon the writ, but admissions of two learned judges in the cases *Howes v. Young and others* and *Howes v. Young and others* (L. Rep. 1 Ex. Div. 146; 45 499, Q.B., C.P., and Ex.) were relied upon for authority for excluding possession fees from the costs of execution in calculating under the Bankruptcy Act the amount for which goods taken in execution, having regard to the meaning of sect. 87. Upon considering the language of the judges in those cases, in relation to, and in connection with, the facts and arguments then presented to the court, I think the opinions they expressed were intended to apply to possession fees which may have accrued due after the levy. In the case now before me the fee of 5*s*. for possession was due upon the act of possession—that is, at the time when the execution was levied. I know of no legal distinction between the possession fee due upon taking possession and any of the items of "legal incidental expenses" then became due. If then I take the judgment appeal in *Ex parte The Liverpool Loan Com-*

*pany; re Bullen* (27 L. T. Rep. 667; L. Rep. 7 Ch. App. 732), with the interpretation of that judgment suggested in the cases of *Howes v. Stone* and *Howes v. Young*, and hold that the section in the Bankruptcy Act may be read "goods taken in execution for a sum which at the time they were taken in execution exceeded 250*l*." I must find that at the time this execution was levied the sum for which the goods were taken was for a sum exceeding 250*l* by the sum of 3*s*. 6*d*. at the least. I must, therefore, small as the excess is, make the order upon the sheriff, moved for by the trustee to pay over to him the proceeds of the sale for the general benefit of the creditors of the liquidating debtor.

*Corbett*, for Shaw, trustee.  
*Bentley*, for execution creditors.

#### THE BANKRUPTCY LAW.

THE following is the memorial of the committee of the Nottinghamshire and Midland Merchants' and Traders' Association, comprising 900 members who are merchants and traders carrying on business in the Midland counties:—

That the attention of your memorialists has been given to the Bill introduced into Parliament during the last session with a view to consolidate and amend the Law of Bankruptcy.

There are several new provisions in the Bill which the committee highly approve, such as allowing creditors to petition for liquidation instead of requiring that their petition should be for bankruptcy, requiring trustees in liquidation to pay moneys received into a bank, bringing trustees more directly under the control of the court, &c.

There are certain other provisions which the committee respectfully suggest should be amended, and they therefore submit the following observations:—

*Before the first meeting*.—The committee is strongly impressed with the fact that a far greater delay now takes place in convening the first meeting than is desirable. They believe that in all ordinary cases seven days would suffice. During the twenty-one to twenty-eight days now intervening, debtors' estates frequently suffer by diminished assets; by the carrying on of unprofitable business; by the expenses of keeping men in possession, with the necessary attendance of receiver, &c., and they would prefer that an investigation into the affairs should take place after the first meeting, and under its direction, rather than either the present system should be continued, or than the plan proposed by your lordship should be adopted.

If desirable, leave might be given by the courts, on application in special cases, on good grounds shown, to extend the time for the first meeting being held.

The committee fear that the provision for five of the principal creditors named in the debtor's list, to investigate the affairs without proving their debts, and before the first meeting, will frequently be abused by family, friendly, or fictitious creditors making a professed investigation, and giving a favourable report.

They fear that the first meeting of the committee of five, then the first meeting of creditors, to be followed by a second meeting, will occupy much time and considerable expense will be incurred.

They desire that creditors suing may be bound by the liquidation proceedings without the present costly form of special restraining orders.

They think it should be the duty of a debtor at the time of filing his petition himself to send with the notice convening the meeting a printed list of his creditors, with their addresses and amounts, together, with any information as to the value of his assets he might be prepared to give, leaving a more complete balance sheet to be afterwards supplied.

The furnishing of this list to each of the creditors, would so enable them to communicate with each other as to the best course to be taken, and as to the persons whom they would desire to have the management of the business, that it would more effectually than any other step prevent the evils of the proxy system complained of in the report of the committee appointed by your Lordship to consider the working of the Bankruptcy Act 1869.

*At the first meeting*.—The committee regard with considerable apprehension the provision for the first meeting of creditors "to be held before the court in the prescribed manner." They do not desire that meetings of creditors should be held in the court room, or presided over by a court officer. They would much rather have the power of managing their own affairs.

The committee are of opinion that many of the evils of the proxy system referred to by the committee, are such as arise from the carelessness of indolent creditors. They would strongly deprecate any attempt to dispense with proxies. They regard it as a convenience that the creditors

should be allowed to combine and put their proxies into the hands of one man to act on their behalf.

They desire to see a provision that the debtor's solicitor, or his clerk, shall not be appointed proxy by any creditors. This is at present a serious evil.

In cases where a composition is intended to be offered there should be submitted to the meeting a detailed schedule and valuation of the debtor's estate, made, as regards the stock and property by licensed valuers or by persons skilled in the particular trade of the debtor, and by an accountant, or other qualified person, so far as the books are concerned. The present method of the debtor putting his uncontrolled value upon the assets and liabilities is exceedingly objectionable.

*As to trustees*.—The committee regard the report upon which the Bill of last session was based as largely biased in favour of officialism. They think it is to be regretted that four of the five gentlemen constituting the committee were members of the legal profession, and four of them were officials, while not one person connected with mercantile pursuits was appointed on the committee.

They would strongly deprecate any attempted return to the system of official assignees, preferring that the creditors being the losers should decide who should manage their affairs.

The committee see no necessity whatever for the stringent provision in sect. 23 against any solicitation being used by or on behalf of a trustee or receiver.

If some of the principal creditors employ a man in whom they have confidence to act on their behalf, it surely ought not to be made an offence if he asks others to unite, or if some of the creditors ask the other creditors to support him. The committee regard this clause as one which in attempting to cure an evil, creates a greater. The remedy is evidently in creditors exercising greater care as to whom they support; but this cannot be regulated by Act of Parliament, and it would be manifestly unjust after a trustee has realised an estate to deprive him of remuneration because months before somebody asked somebody else to vote for the appointment of the trustee.

The present practice of allowing deputy registrars to act as trustees is undesirable. No taxing master should be a trustee or receiver.

The committee fail to see what benefits are likely to be realized by allowing the committee of inspection, instead of the creditors, to appoint the trustee.

*As to trustee's remuneration*.—The committee, while approving the system of remuneration to trustees by a scale or percentage, regard it as being applicable only in certain cases. There are many cases in which great skill and perseverance are required for the discovery of property, or the punishment of fraud, or where the debtor's affairs are exceedingly complicated. In such cases a payment by scale will deter trustees from accepting the office, and wrong-doers will go unpunished. It is suggested that provision should be made for application to the court for variation in special cases.

There appears no means of remunerating a trustee in cases where it is necessary in order to realise a benefit to complete a contract, and there is nothing to induce a trustee to investigate creditors' claims, or to reject excessive or fictitious ones. There are frequently assets to be recovered that do not come under any definition in the scale. There are duties to be performed in addition to those named above that are not provided for.

The committee cannot fail to notice the fact that the trustee's remuneration is proposed to be fixed by Act of Parliament, whereas the great source of expense, "law costs," are to be fixed by rules and orders.

According to the comptroller's last report, in 199 cases, out of 217,129 assets, 210,312 were spent in law costs, including stamp duties, and only 28724 were paid to trustees, so that the solicitors' charges, for chiefly initiatory proceedings (as in the majority of cases these duties terminate with the creditors' meeting) were 60 per cent., and the trustee's charges for realising and distributing the estates, extending over considerable periods, were only 21 per cent., in other words, the trustee did probably five times the amount of work for one-third the pay.

The committee fail to see why the one class of charges should be regulated by enactment and the other by rules.

The committee seriously question the soundness of the policy of adopting an unremunerative scale. They fear the effect will be either to devise means of evasion, or neglect of the business, or a sacrifice of creditors' interests, or the necessitating of the court officials taking charge of estates, and thus a covert and gradual revival of the official assignee system.

They desire, moreover, to call your lordships' attention to the want of adaptation in the scale of the proposed remuneration. The debts of a wholesale manufacturer or merchant will fre-

quently average £100 each, and will be paid upon a single written application. For this application the scale will be £5. The debts of a retail shopkeeper will generally average about £2. Many of these will have to be applied for repeatedly, then received by instalments of say 4s. per month, some sued in the County Court, and followed up with judgment summonses; after the trouble and delay of which the trustee will receive as remuneration two shillings, yet the trouble will have been in the latter case ten times that of the former, with one-fiftieth of the remuneration. The result will be that the debts due to retail shopkeepers will be sold to debt collectors for a few shillings in the pound, in other words, they will practically be confiscated by your lordships' scale.

**As to dividends.**—The maintenance of the principle of a minimum dividend is regarded as important whether the amount is fixed at ten shillings or any lesser sum. The way in which dissentient creditors are now compelled to accept sixpence or one or two shillings in the pound is detrimental to the public interests. The minimum dividend should be applicable to liquidations and compositions as well as to bankruptcy. In compositions a creditor giving notice of his dissent should be able after a given time to proceed for the difference between the dividend paid and the minimum dividend.

As the difficulties of fixing in an Act of Parliament a minimum dividend are great, without harshness in cases of misfortune, or laxity in cases of fraud, it is suggested that, in cases of difficulty, where the creditors are not agreed, on the application of three or more creditors, the court might fix the minimum dividend, but so that it should not be below five shillings in the pound, and the court in fixing the dividend should take into consideration the wishes of the general body of the creditors and the debtor's conduct.

It appears to the committee unjust that unclaimed dividends should be paid to the Crown. Until 20s. in the pound is paid to creditors, unclaimed dividends ought to be paid to the creditors.

A trustee is now required to make provision in dividends for all persons whose names are inserted in the debtor's statement, whether such creditors prove their debts or not. This should be altered, as the tendency of the rule is to keep estates open. The debts may be fictitious, and never be proved. If a creditor, after due notice, fails to prove his debt within a specified time, the dividend should be forfeited and divisible among the creditors.

**As to closing cases.**—While the committee approve of the requirement for trustees to pay all moneys in hand, at the expiration of two years, into court, yet there are exceptional cases where it is desirable provision should be made for an extension of time on application to the court, and the court being satisfied as to the wisdom of such extension. These cases are where contracts have to be finished in order to obtain a benefit, or where property cannot be sold, or where it is in foreign countries, and such like. In these cases it may be better for the creditors to retain the power in their own hands, rather than that it should be transferred to the court.

Under the present law there are a number of cases where bankrupts have absconded, and it is desirable the estates should be kept open with a view to either punish the bankrupt, or for the recovery of property he may have, but the requirement of quarterly audits and reports without intermission, renders it practically impossible to keep such cases open. Provision should be made for these exceptional cases.

**As to non-traders.**—It is suggested that the distinctions between traders and non-traders should be abolished, but that, if continued, farmers and graziers should be deemed traders.

The foregoing suggestion the committee most respectfully submit to your Lordship's consideration.

Signed on behalf of the committee of the said Association,

JOHN HOWITT, Alderman,  
President of the Association.  
HENRY M. BAINES,  
Chairman of the Sub-Committee.

## LEGAL NEWS.

**THE LATE CHIEF JUSTICE WHITESIDE.** ON the 18th inst. a meeting was held at the Four Courts, for the purpose of taking steps to commemorate the admiration and regard of the legal profession for the memory of the late Chief Justice Whiteside. This meeting (although not formally summoned) was numerously attended by members of the Bench and Bar, as well as by solicitors and officers of the Courts of law and equity.

The Right Hon. Judge Fitzgerald presided as chairman.

was proposed by the Right Hon. Chief

Justice Morris, seconded by Mr. William Read, solicitor, and unanimously resolved—"That a fund should be raised by subscription, amongst the different branches of the legal profession, for the purpose of erecting a statue of the late Lord Chief Justice at the Four Courts, or in such other locality as might hereafter be deemed most appropriate."

A committee was thereupon appointed (with power to add to their number) for the purpose of collecting the necessary funds. The Right Hon. the Lord Chancellor was nominated chairman of the committee, and Messrs. Edward Pennefather, Q.C., Piers F. White, Q.C., William Findlater, solicitor, Gerald Fitzgerald, and William Fry, jun., Esqs., were named as Hon. Secretaries; and Messrs. Pennefather, Q.C., White, Q.C., and Mr. Findlater, were appointed treasurers.

**THE Hilary sittings** commence on the 11th prox., and the Nisi Prius sittings on the following day, when 300 jurymen will attend at Westminster—150 special and 150 common jurors—who are required to attend for a week, when another 300 will have to attend.

**CHANCERY CHIEF CLERKS.**—The following appeared in the columns of a contemporary:—"A short time ago two letters appeared in your columns complaining of the insufficiency of the clerks in the common law courts. In the Chancery Division the inadequacy of the Chief Clerk's office is yet more apparent, unless the blame is thrown by the solicitors upon the wrong shoulders. In the year 1870, after a friendly petition to the court, in which all the parties joined, an estate was directed to be sold; and, after applying the proceeds to pay off existing encumbrances, the remainder was ordered to be invested in Consols or land, and the yearly income to be given to the tenant for life. Two years ago, in 1874, two separate petitions were presented to the court by all the parties interested, and approved by the trustees, for the purchase of two small fields, out of the money so remaining, and after investigation of title by the conveyancer of the Court of Chancery, the decree prayed for was granted as a matter of course. Early in the present year the conveyance was completed, and duly executed by all the parties; but, though the money is invested in Consols, and the tenant for life, the purchaser, regularly receives the interest through the pay office of the Court of Chancery, his solicitor represents that he is unable to get the purchase money out of the principal, as the Chief Clerk is too pressed with business to be able to make out the certificate. In the meantime the tenant for life has to pay interest to the vendor at a higher rate than he gets from the Consols. We hear much of the evil of throwing difficulties in the way of transfer of land; but surely this is an extreme case. If you think so, sir, you will much oblige persons interested by giving space to this letter, not as a means of redressing the grievance, but of exposing it, and especially of preventing the blame attaching where it is not due."

## CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**ACTIONS IN THE COUNTY COURT.**—Under the 11 & 12 Vict. c. 43, s. 30 (1848), I desire to bring an action for a penalty of £20 or £40, as may be. The words of this Act are "to be recovered by action of debt in any of the superior courts of law at Westminster." The extension of the County Courts Act from £20 to £50 is by the 30 & 31 Vic., c. 142, passed in 1867. What is to prevent me from bringing the action in the County Court, such courts specially providing for actions of debt for trial therein? Sect. 7 of 30 & 31 Vic. c. 142, makes it lawful for the defendant (not the plaintiff) "to apply to a judge at chambers for a summons to the plaintiff to show cause why such action should not be tried in the County Court," &c. I desire, on the score of expense, to bring my action in the County Court. Question—Having regard to the Acts referred to, why cannot I bring my action in the County Court?

AN OLD SUBSCRIBER.

**PROFESSIONAL CIRCULARS.**—With reference to the circular published by you in your issue of the 16th inst., will you permit me to say that it was intended solely for my own personal friends and for those who were formerly engaged in the same occupation as myself. If some members of the Profession, not the most celebrated for their knowledge of business or their legal lore, had not forced it from me, I should not in sending my address to my friends have said anything to them of my present attainments. I shall, however, issue no more circulars—my friends have already

given me enough business to require all my attention, and that business I mean to conduct on commercial principles, whether it be usual or I shall seek no one's clients, nor shall I deign to stay by me if their interest or their opinion should lead them away.

THE WRITER OF THE CIRCULAR.

**SECRETARIES, &c., AS ADVOCATES.**—Has quite understood the rule I suggest, namely, an officer upon whom service of process by other side is the legal mode of service is not to appear in person on behalf of the corpus whose officer he is? At all events, I do so how your illustrations show that my view is entirely correct." You put two cases; one of creditors forming themselves into a company to assist one another in recovering debts attempting to appear by the secretary to the company. Service on the secretary would not be service, as the individual creditor must be notified. So, I agree with you, he could not be. Supposing the creditor assigned his debt to a company, so that the company could sue in its own name, then service on the secretary would be good service; and do you not agree that he should be allowed to appear as advocate, or at least express it, as the company in person? In other cases, that of a police officer appearing for a railway company in a County Court, his application, for the same reason. Service on a police officer would not be service on the company. On the other hand, in a police court if a police officer lay an information, and so make himself the prosecutor, I should allow him to act as advocate, i.e., as prosecutor in person, as the defendant might have served him with process, e.g., notice to produce, and, therefore, is a party in person. My rule is simple. I person who may be served legally as a party the other side is a party in power for all purposes. If it will not do, I shall be very thankful that will.

A MAGISTRATE'S CLERK.

**CONTINUING GUARANTEE.**—His Honor, Fisher, Esq., the Judge of the Bristol & Glos. Court, lately decided in a case (*Baker v. Son v. Dawe and Another*) that the following instrument was a continuing guarantee, and tended to work not ordered at the date of and, indeed, not until some three months afterwards:

"Mr. Baker, Sir—I, Henry Dawe, am responsible for the joiner's work which you are making for Frank Dawe.—I am, yours respectfully, HENRY DAWE."

An invoice for the work then being made was sent on 17th Aug. 1875, and the price was afterwards paid. I appeared for the guarantee and applied for leave to appeal, but was refused. The claim was for £14 5s. 8d. I hold myself responsible for the accuracy of these statements and should be glad if you would draw attention to the decision, either by an insertion of letter in your journal or by a note of your own.

W. H. WARLOW, Solicitor,  
Bristol. (Clerk to Mr. J. H. C.)

**UNITED LAW STUDENTS' SOCIETY.**—I otherwise flattering notice which in your number you are kind enough to accord to society you remark that you have "only fault to find," namely, that we so seldom discuss legal questions. This is a perfectly just claim, but is capable of being, to some extent, answered. Legal questions can and are discussed at Clement's Inn Hall under serious disadvantage, that we have not a law library. The consequence is that in discussing a legal question a gentleman whose are strong enough may with perfect impunity unfettered cite an imaginary case in aid of every view he may happen to be maintaining. obstacle, though a serious one while it remains, is not incapable of removal; and if any philanthropic member of the Profession would remove it, the name and address of the member of the society is

WALTER SHIRLEY SHIRLEY  
2, Dr. Johnson's-buildings, Temple.

## THE COURTS AND COLLEGE PAPERS.

### SUPREME COURT OF JUDICATURE ORDER IN COUNCIL.

THE following Order in Council has been made Dec. 9.—Whereas by the Supreme Court Judicature Act, 1873, it is enacted that it shall be lawful for Her Majesty, by Order in Council from time to time to direct that there shall be district registrars in such places as shall be such order mentioned for districts to be



from which writs of summons for the cement of actions in the High Court of may be issued, and in which such process may be taken and recorded as are hereinafter mentioned; and Her Majesty may thereby that any registrar of any County Court, registrar or prothonotary or district prothonotary of any local court whose jurisdiction is transferred to the said High Court of, or from which an appeal is hereby given to the Court of Appeal, or any person who, been a district registrar of the Court of, or of the Admiralty Court, shall under become and be a district registrar of the High Court of Justice, or who shall hereafter appointed such district registrar, shall and a district registrar of the said High Court purpose of issuing such writs as aforesaid having such proceedings taken before are hereinafter mentioned:

whereas Her Majesty, by and with the of Her Privy Council, did, on the 12th 1875, order that there should be district registers in certain places in England:

whereas by the said order it was ordered ere should be a district registrar at Manchester, and the district prothonotary at Manchester of the Court of Common Pleas at Manchester was thereby appointed the district registrar at Manchester:

whereas by the death of the person who at the of the said Order in Council held the of district prothonotary at Manchester of the Court of Common Pleas, a vacancy has been in the said office, and such office being rendered unnecessary, the Lord Chancellor, in concurrence of the Treasury, and in pursuance of the power or authority in that behalf in him by the Supreme Court of Judicature 1873, has abolished the same:

whereas it seemeth fit to Her Majesty, by the advice of Her Privy Council, that provision for the appointment of a district registrar at Manchester should be made: therefore, Her Majesty by and with the of Her Privy Council, is pleased to order, is hereby ordered, that Henry John Walker, esq. registrar of the County Court of Cheshire, holden at Southampton, shall be and hereby appointed district registrar at Manchester for the district ordered to be the district registrar by the said Order in Council of 1875.

C. L. PERL.

#### COURT SITTINGS FOR JANUARY.

##### Court of Appeal.

At Lincoln's-inn and Westminster.

Monday	Jan. 11	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Tuesday	12	Appeals
Wednesday	13	Ditto
Thursday	14	Ditto
Friday	15	Ditto
Saturday	16	Ditto
Monday	17	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Tuesday	18	Bankruptcy appeals and other appeals
Wednesday	19	Appeals
Thursday	20	Ditto
Friday	21	Ditto
Saturday	22	Ditto
Monday	23	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Tuesday	24	Bankruptcy appeals and other appeals
Wednesday	25	Appeals
Thursday	26	Ditto
Friday	27	Ditto
Saturday	28	Ditto
Monday	29	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Tuesday	30	Ditto
Wednesday	31	Ditto

Orders in Lunacy will be taken every Saturday the sittings.

#### High Court of Justice.

##### Chancery Division.

(Before the MASTER OF THE ROLLS.)

At the Rolls House.

Monday	Jan. 11	Motions and general paper
Tuesday	12	General paper
Wednesday	13	Petitions, short causes, adjourned summonses, and general paper
Thursday	14	Adjourned summonses, and general paper
Friday	15	General paper
Saturday	16	Ditto
Monday	17	Ditto
Tuesday	18	Ditto
Wednesday	19	Motions and general paper
Thursday	20	Petitions, short causes, adjourned summonses, and general paper
Friday	21	Adjourned summonses, and general paper
Saturday	22	General paper
Monday	23	Ditto
Tuesday	24	Ditto
Wednesday	25	Ditto

Friday	Jan. 26	Motions and general paper
Saturday	27	Petitions, short causes, adjourned summonses, and general paper
Monday	28	Adjourned summonses and general paper
Tuesday	29	General paper
Wednesday	30	Ditto
Thursday	31	Ditto

The days (if any) on which the Master of the Rolls shall be engaged in a Court of Appeal are excepted. Causes and actions in which witnesses are to be examined before the Court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

(Before V.C. MALINS.)

Thursday	Jan. 11	Motions and general paper
Friday	12	Short causes, petitions, and general paper
Saturday	13	Adjourned summonses and general paper
Monday	14	General paper
Tuesday	15	Ditto
Wednesday	16	Ditto
Thursday	17	Motions and general paper
Friday	18	Short causes, petitions, and general paper
Saturday	19	Adjourned summonses and general paper
Monday	20	General paper
Tuesday	21	Ditto
Wednesday	22	Ditto
Thursday	23	Motions and general paper
Friday	24	Short causes, petitions, and general paper
Saturday	25	Adjourned summonses and general paper
Monday	26	General paper
Tuesday	27	Ditto
Wednesday	28	Ditto

(Before V.C. BACON.)

Thursday	Jan. 11	Motions, adjourned summonses, and general paper
Friday	12	General paper
Saturday	13	Petitions, short causes, and general paper
Monday	14	In Bankruptcy
Tuesday	15	General paper
Wednesday	16	Ditto
Thursday	17	Motions, adjourned summonses, and general paper
Friday	18	General paper
Saturday	19	Petitions, short causes, and general paper
Monday	20	In Bankruptcy
Tuesday	21	General paper
Wednesday	22	Ditto
Thursday	23	Motions, adjourned summonses, and general paper
Friday	24	General paper
Saturday	25	Petitions, short causes, and general paper
Monday	26	In Bankruptcy
Tuesday	27	General paper
Wednesday	28	Ditto
Thursday	29	Motions, adjourned summonses, and general paper
Friday	30	General paper
Saturday	31	Ditto

(Before V.C. HALL.)

Thursday	Jan. 11	Motions and general paper
Friday	12	Petitions and general paper
Saturday	13	Short causes, adjourned summonses, and general paper
Monday	14	General paper
Tuesday	15	Ditto
Wednesday	16	Ditto
Thursday	17	Motions and general paper
Friday	18	Petitions and general paper
Saturday	19	Short causes, adjourned summonses, and general paper
Monday	20	General paper
Tuesday	21	Ditto
Wednesday	22	Ditto
Thursday	23	Motions and general paper
Friday	24	Petitions and general paper
Saturday	25	Short causes, adjourned summonses, and general paper
Monday	26	General paper
Tuesday	27	Ditto
Wednesday	28	Ditto
Thursday	29	General paper
Friday	30	Ditto
Saturday	31	Ditto

Any cause intended to be heard as a short cause before the Master of the Rolls, or either of the Vice-Chancellors must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Further considerations will be taken by the Master of the Rolls, V.C. Bacon, and V.C. Hall, as part of the general paper in priority to original causes which have not already appeared in the paper.

#### PROMOTIONS AND APPOINTMENTS.

NOTA BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

H. R. HUGHES, Esq., of Kinnel, Lord Lieutenant of Flintshire, has appointed Mr. Evan Morris, solicitor, Wrexham, clerk of the Lieutenancy of the Hundred of Maestor.

It is announced in the *Gazette* that the Queen has been pleased to nominate and appoint James Adam, Esq., one of the Lords of Session, to be one of the Lords of Justiciary in Scotland in the room of James Craufurd, deceased.

THE Queen has appointed Sir David Patrick Chalmers to be Chief Justice, and Mr. James Marshall and Mr. T. W. Jackson to be Puisne Judges of the Supreme Court of the Gold Coast.—*Gazette*.

THE Governor of Nova Scotia has appointed Mr. William Law Gane, of the firm of Messrs. Truefitt and Gane, solicitors, of 54, Bishopsgate-street Within, a commissioner to take affidavits, &c., in England in all matters depending in the Courts of the Province of Nova Scotia.

#### THE GAZETTES.

##### Bankrupts.

*Gazette*, Dec. 22.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields. FORT, JAMES, jun., Westbourne-sq. Pet. Dec. 19. Reg. Haslitt. Sole. Chinnery and Aldridge, Fenchurch-st. Sur. Jan. 17. HOGARTH, WALTER H., coal merchant, Water-la, Great Tower-st. Pet. Dec. 21. Reg. Pepps. Sole. Messrs. Spyer, Winchester House, Old Broad-st. Sur. Jan. 17.

To surrender in the Country. CHAMBERS, JOHN ASHES, tailor, Manchester. Pet. Dec. 18. Reg. Lister. Sur. Jan. 4. GLENWRIGHT, THOMAS, wine and spirit merchant, Tow Law. Pet. Dec. 20. Reg. Marshall. Sur. Jan. 5. HANDE, JOHN CHECKETT, woollen merchant, Birmingham. Pet. Dec. 19. Reg. Cole. Sur. Jan. 5. HOLMES, PHILIP (otherwise JAMES HOLMES, otherwise JAMES HENRY HOLMES), ironmonger, Ferryvale, Forest-hill. Pet. Dec. 19. Reg. Pitt-Taylor. Sur. Jan. 5. ORMEROD, JOHN, coal dealer, Acorington. Pet. Dec. 18. Reg. Bolton. Sur. Jan. 21. PHILLIPS, RICHARD, of the Meadows, Sutton. Pet. Dec. 19. Reg. Rowland. Sur. Jan. 5. PITCHER, JOHN HORATIO, wine and spirit merchant, Brighton, and Halesham. Pet. Dec. 11. Reg. Evershed. Sur. Jan. 9.

*Gazette*, Dec. 26.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields. BRISTOCKE, AUGUSTUS, no occupation, Holles-st, Cavendish-sq. Pet. Dec. 21. Reg. Spring-Rice. Sur. Jan. 23. COTTON, FRANCIS LOVETT, merchant and wharfinger, Bishopsgate-st, City, and Granville Park, Blackheath. Pet. Dec. 21. Reg. Murray. Sur. Jan. 16. CURTIS, CHARLES EDWARD, farrier, High-st, Homerton. Pet. Dec. 22. Reg. Keene. Sur. Jan. 17. GRESHAM, THOMAS, solicitor, Basinghall-st. Pet. Dec. 22. Reg. Keene. Sur. Jan. 17. MERCHANT, JAMES, and MERCHANT, JAMES SMITH, stock and share dealers, Hop and Malt Exchange, Borough. Pet. Dec. 21. Reg. Pepps. Sur. Jan. 17.

To surrender in the Country. CARDWELL, JAMES PARKINSON, builder, Altrincham. Pet. Dec. 22. Reg. Lister. Sur. Jan. 8. DABY, EDWARD, butcher, Leeds. Pet. Dec. 20. Reg. Marshall. Sur. Jan. 24. GELDART, THOMAS, and BANNER, JOHN, lard refiners, Liverpool. Pet. Dec. 22. Reg. Watson. Sur. Jan. 10. HALL, HERBERT KING, Queen's messenger, Peterham. Pet. Dec. 19. Reg. Whittebury. Sur. Jan. 19. HOOPER, EDWIN THOMAS, baker, Aston, near Birmingham. Pet. Dec. 23. Reg. Parry. Sur. Jan. 6. PARKINSON, RICHARD, clerk to a woollen manufacturer, Armley, near Leeds. Pet. Dec. 20. Reg. Marshall. Sur. Jan. 24. SOKOLOV, ABRAHAM, clothier, Liverpool. Pet. Dec. 22. Reg. Watson. Sur. Jan. 9. WINWARD, RALPH, hotel keeper, Manchester. Pet. Dec. 22. Reg. Lister. Sur. Jan. 15.

##### Bankruptcies Annulled.

*Gazette*, Dec. 22.

LYONS, GEORGE JOSEPH, gentleman, Oxford. Oct. 26, 1876. WATTLEWORTH, ROBINSON, watchmaker and jeweller, Whitehaven. Oct. 17, 1876.

#### Liquidations by Arrangement.

##### FIRST MEETINGS.

*Gazette*, Dec. 22.

ADAMS, EDWIN, and COCKING, HENRY WHITTALL, lead merchants, Upper Thames-st. Pet. Dec. 16. Jan. 3, at two, at office of Fenner, Hilton, and Gifford. 2, Gresham-bdgs, Basinghall-st. Sole. Tippetts, Son, and Tickle, Carter-la, Doctors'-common. ADDISON, JAMES, plumber, Tunstall. Pet. Dec. 16. Jan. 3, at three, at offices of Sol. Llewellyn and Acliff, Tunstall. ARUNDEL, JAMES, FARRER, JOHN, FOZZARD, THOMAS, HUDSON, GEORGE, INGRAM, WILLIAM, MILNS, JOSEPH, SHARP, JOHN, HARRISON, JOHN, and TINGOLE, BENJAMIN, bill discounters, Leeds (trading as the Volunteer Loan and Investment Society). Pet. Dec. 18. Jan. 3, at three, sep. of Hudson Jan. 4, at two, sep. of Harrison Jan. 4, at three, at offices of J. Routh, Kirk, and Co., accountants, Royal Insurance-bdgs, 11, Park-row, Leeds. Sol. Emsley. ASHWELL, JOHN, solicitor, Arundel. Pet. Dec. 15. Jan. 2, at two, at offices of Sol. Austin, Old Jewry. ASPLAND, TUNNARD, wholesale grocer, Manchester. Pet. Dec. 20. Jan. 11, at three, at offices of Sol. Rylands and Barker, Manchester. BACON, HENRY, upholsterer, Worship-st, Finsbury. Pet. Dec. 19. Jan. 4, at one, at offices of Sol. Messrs. Whittington, Bishopsgate-st without. BAILEY, EDWARD JOSEPH, no occupation, Luton. Pet. Dec. 19. Jan. 15, at eleven, at the George hotel, Luton. Sole. Shepherd and Ewen, Luton. BAILEY, HENRY, joiner, Oldham. Pet. Dec. 18. Jan. 3, at eleven, at offices of Sol. Clark, Oldham. BAINSTOW, HODGSON, out of business, Leeds. Pet. Dec. 16. Jan. 2, at eleven, at offices of Sol. Hewson, Leeds. BARBER, GEORGE, farmer, Cowfold, near Horsham. Pet. Dec. 18. Jan. 5, at three, at offices of Sol. Gordon, Lincoln's-inn-fields. BARNES, ELIZABETH, leather merchant, Manchester. Pet. Dec. 18. Jan. 8, at three, at offices of Sol. Chorlton, Manchester. BARNET, THEOPHILUS, wine merchant, Sutton. Pet. Dec. 14. Jan. 10, at two, at offices of Sol. Blachford, Riches, Kilby, and Wood, College-hill, Cannon-st. BECKS, RICHARD GEORGE, coachbuilder, Fakenham. Pet. Dec. 19. Jan. 5, at eleven, at offices of Sol. Cates, Fakenham. BOULD, HENRY JOSEPH, grocer, Birmingham. Pet. Dec. 18. Jan. 4, at three, at offices of Sol. Jaques, Birmingham. BOURNE, HENRY, grocer, Stoke-on-Trent. Pet. Dec. 15. Dec. 30, at eleven, at offices of Sol. Tennant, Hanley. BROOKS, JAMES, benchman keeper, Wolverhampton. Pet. Dec. 19. Jan. 12, at three, at offices of Sol. Rhodes, Wolverhampton. BROWN, WILLIAM, dealer in cattle, Bramfield. Pet. Dec. 19. Jan. 8, at twelve, at office of Sol. Ferrier, Great Yarmouth. BUSBY, ALFRED, coal merchant, Milton-next-Gravesend. Pet. Dec. 18. Jan. 8, at twelve, at offices of Sol. Sharland and Hatten, Gravesend. CLEWLOW, GEORGE, bootmaker, Weston-at, Upper Norwood. Pet. Dec. 19. Jan. 10, at twelve, at offices of Sol. Arnold, Exchange, Southwark-st, Borough. COLBORE, CHARLES, tailor, Ball's Pond-rd, Tellington. Pet. Dec. 20. Jan. 10, at two, at the London Warehousemen's Association, 111, Cheapside. Sol. Clift, Cheapside. COOKE, WILLIAM, journeyman hatter, Denton. Pet. Dec. 18. Jan. 4, at three, at offices of Sol. Newton, Stockport. COOPER, JOHN, coal merchant, London-rd, and North-st, co. Sussex. Pet. Dec. 18. Jan. 4, at four, at offices of Sol. Webb, Brighton. CROFT, HENRY, carrier, Bristol. Pet. Dec. 20. Jan. 5, at two, at offices of A. Barron and Co., & The Exchange, West Bristol. Sol. Sibby, Bristol. DAVIES, JOHN, tailor, Nantgarw, near Cardiff. Pet. Dec. 18. Jan. 4, at eleven, at office of Sol. Morgan and Scott, Cardiff.



**RATZ, HENRY**, potato dealer, Liverpool. Pet. Dec. 2. At eleven, at office of Sol. Gray, Barnsley.

**REYNOLDS, WILLIAM**, tailor, Pontypridd. Pet. Dec. 11, at twelve, at office of sol. Rowse, Pontypridd.

**RIDMAN, JAMES**, bookmaker, Bradford-on-Avon. Pet. Jan. 9, at three, at office of G. P. Bates, Bradford-on-Avon.

**RISBY, RICHARD**, brewer, Shipdham. Pet. Dec. 7, at two, at office of -sol. Bellie, King's Lynn.

**ROBINSON, GEORGE WILLIAMS**, farmer, Yardley House. Dec. 21. Jan. 8, at eleven, at offices of Sol. Jeffrey, Birmingham.

**SAMPBARDSON, WILLIAM**, plumber, Middleborough. Pet. Jan. 6, at eleven, at offices of G. P. Bates, 5, Leake-st., Middleborough. S. H. Addisonbrook, Middleborough.

**BAYNES, WILLIAM**, insurance agent, Claremont. Pet. Dec. 10, at five, at two, at the Queen's Hotel, Leeds.

**STEVENS, MATTHEW**, baker, Cardiff. Pet. Dec. 2. At two, at offices of Sols. Griffith and Corbett, Cardiff.

**STEW, WILLIAM**, innkeeper, Much Wenlock. Pet. Dec. 2, at five, at the Tontine Hotel, Ironbridge.

**SMITH, JOHN WELLS**, artist, Leeds. Pet. Dec. 11, at three, at offices of J. Gordon, accountant, 1, 3, 5, Sol. Brown, Leeds.

**SMITH, JOHN**, discounteur (trading as Vintners' Investment Society, Hunslet, par. Leeds). Pet. Feb. 5, at three, at offices of South, Kirk, and Co., Leeds. Sol. Emley.

**SLIMAN, LOMON**, manager to a wholesale firm, 145, Chespeide. Sol. Catt In, Gun-dally-yard.

**THORNTON, JAMES**, contractor, Merthyr Tydfil. Pet. Jan. 5, at eleven, at office of Sols. Smith, Lewis, and Merthyr Tydfil.

**THOMAS THOMAS SAMUEL**, butcher, Merthyr Tydfil. Pet. Jan. 8, at eleven, at office of Sols. Smith, Lewis, and Merthyr Tydfil.

**TUNER, BROWN**, boot and shoe maker, Harrogate. Dec. 22. Jan. 10, at twelve, at 2, Harvey, Leicester.

**TAYFIELD, HARRIS**, hairdresser, Mile End. Pet. Jan. 6, at four, at offices of Sol. Newman and Charles Maynard, Mile End.

**JAYLOR, ALFRED**, builder, Cornbridge, Exchange Street, Birmingham. Pet. Dec. 11, at two, at offices of Sols. Tippings, Thirk, Carter's, Doctors' common.

**TOPELEY, EBENEZER SAMUEL**, grocer, Seave Slough-ton. Pet. Dec. 22. Jan. 4, at two, at offices of the Association of Wholesale Dealers, 4, Archbold-Bar, London.

**UMBERS, EDWARD**, farmer, Wapenbury. Pet. Dec. 2, at twelve, at office of Sol. Moor, Warwick.

**WILLIAMS, JAMES**, carpenter, Monmouth. Pet. Jan. 2, at two, at office of Sol. Jenkins, Monmouth.

**WILKINSON, BATHURST EDWARD**, butcher, Kingston. Pet. Jan. 11, at seven, at offices of Sols. Bailett and Kinzton.

**WOOD, EDWIN** and **WOOD, ROBERT**, dress, Ealing. Pet. Jan. 5, at two, at the Royal Hotel, Dewsbury.

**WATSON, JAMES THOMAS** and **WATSON, JAMES**, hat and retail clothiers, Leeds. Pet. Dec. 2. At two, at offices of South, Kirk, and Co., accountants, Leeds.

**WILCOX, EDWIN**, asphalt contractor, Lombard St. Edinburgh. Pet. Dec. 20. Jan. 5, at eleven, at offices of Aubyn, Lombard-st.

**WARE, JAMES**, carrier, Castle-st., Laurence-la, and Essex. Pet. Dec. 20. Jan. 5, at four, at 2, Wetherfield, Graham-hors, Guildford.

[illegible]

## BIRTHS, MARRIAGES, AND DEATHS

NEAVES.—On the 23rd inst., at 7, Charlotte-square, East  
the Hon. Lord Neaves, one of the Judges of the Court of

## To Readers and Correspondents.

ERRATA.—You are under a misimpression. We go to press on Thursdays (on), and whenever your reports are received in time they are invariably so, and will be so in future, of course. Your reports should be addressed to its Department, and if possible reach this office on Wednesday in each

rick and Co., of 10, Godliman-street, City, write in reference to a letter published in our issue of the 23rd ult., and bearing a similar e, "No such notices are issued from this office."

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communications intended for the Editor (SOLICITORS' DEPARTMENT) should be addressed, and similarly in the case of the Editor (LAW STUDENTS' DEPARTMENT).

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never enter a barrister's chambers to gain practical experience. There are two objects to which the Benchers should direct their attention: (1) simplifying the exposition of the law, so as to make its study less irksome to students, and (2) assisting poor students to pay the fees for reading in Chambers. The present Professional system of teaching is of little value—very little is, as a rule, learned at lectures. There are sensible, practical men among the Benchers, and the marvel is that they should be able to satisfy their consciences by flinging gold to students. There is serious work to be done by the heads of the Profession if existing scandals are to be got rid of. Authors should, if necessary, be subsidised to systematise the law, instead of producing the bloated volumes which now load our shelves, and scholars should be induced to learn something of the practice of the Profession before the Inns place them in the position of being able to attempt to apply the principles of the law which they have learned in the libraries.

A SINGULAR incident occurred at the recent Quarter Sessions held at Exeter. A prisoner was convicted of having stolen four books from an inn and sentenced to twelve months' imprisonment. He was duly transferred to the gaol, his beard was shaven off, and his hair close cropped in conformity with the prison regulations. The grand jury, however, had found no true bill. Through some oversight this fact had been overlooked, and the case was called on as though a true bill had been found. The facts becoming known, the prisoner was again brought up and ordered to be discharged. An interesting question might, under the circumstances, be raised, Has the prisoner any right of action for false imprisonment? If so, against whom should it be brought? After all, the most curious circumstance in the whole affair is that one jury should convict upon evidence which the other jury did not think sufficient to indicate even a *prima facie* liability. Such a circumstance is not calculated to make the public repose confidence in the verdicts of juries.

THE 5th section of the County Court Act 1867 provides that if in any action commenced in any of the Superior Courts the plaintiff recovers a sum "not exceeding twenty pounds if the action is founded on contract, or ten pounds if founded on tort," he shall not be entitled to any costs of suit unless the Judge certify on the record that there was sufficient reason for bringing such action in the Superior Court, or unless the court or a Judge at chambers allow such costs. A rather important case upon this section came before the Divisional Court on the 20th Dec. (*Pontifex v. Midland Railway Company*). The plaintiff was the consignor of goods. Hearing that the consignee was a doubtful character, he gave notice to the company to stop the goods *in transitu*. The company, instead of doing so, delivered them to the consignee, who subsequently absconded. The plaintiff then brought an action in the Supreme Court against the defendant company, setting out the facts in his statement of claim. The company paid £12 into court, the value of the goods. The question then arose whether the plaintiff was entitled to his costs. The Master decided the question in the affirmative. Mr. Justice LOPEZ overruled the Master's decision on the ground that the action was founded in contract, and that less than £20 had been recovered. This decision was again overruled by the Divisional Court. It seems on general principles that the question really admits of no argument. A contract was in existence up to the stoppage *in transitu*, but no longer. The action of the plaintiff was substantially one in trover. The true principle, and one which would reconcile all the cases, appears to be discoverable in the ordinary definition of a tort as a wrong independent of contract. Here the contract was at an end by the stoppage; the wrong was subsequent, when there was no contract in existence.

THERE has been a considerable amount of correspondence lately in the daily papers upon the practice of agents taking presents or commissions from those with whom they deal on behalf of a principal. It is highly important that agents should be well informed of their rights and liabilities with respect to such commissions, and it is equally important that this knowledge should be widely diffused. We have so often had occasion to point out that one of the primary duties which an agent owes to his employer is "loyalty to his trust" that little need now be said upon that head. An agent in acting for his principal will not be allowed to have any interests in conflict with his duty; he will not be allowed to take advantage of his position as agent to the detriment of his principal. In short, the law of England will not wink at any exercise of bad faith on the part of an agent in the course of his employment. Hence an agent employed to purchase will not be permitted to purchase for himself, nor will he be allowed to sell his own property as that of another. The general principle, which has been often stated by our Judges, may be thus expressed: Wherever two persons stand in such a relation that while it continues confidence is necessarily possessed by one, and the influence which naturally grows

## THE LAWYERS' ALMANAC FOR 1877.

anac is presented to Subscribers to the LAW TIMES with essent issue.

## The Law and the Lawyers.

of Court have evidently more money than they know do with. We don't complain that they have so much we do complain that they should not know what to do. We perceive that the Middle Temple Benchers have just to lavish some hundreds a year in scholarships. This good; it will simply encourage the already large class forms who spend all their lives in libraries, and

out of that confidence is possessed by the other, and this confidence is abused, or the influence is exerted to obtain an advantage at the expense of the confiding party, the person so availing himself of his position will not be permitted to retain the advantage, although the transaction could not have been impeached if no such confidential relation had existed: (See per Lord CHELMSFORD, *Tate v. Williamson*, L. Rep. 2 Ch. P. 61.) "Why," asked Lord COTTENHAM (in *Reed v. Norris*, 2 My. & Cr. 374), "is an agent precluded from taking the benefit of purchasing a debt which his principal was liable to discharge? Because it is his duty, on behalf of his employer, to settle the debt upon the best terms he can obtain; and if he is employed for that purpose, and is enabled to procure a settlement of the debt for anything less than the whole amount, it would be a violation of his duty to his employer . . . if he procured an assignment of the debt and so made himself a creditor of his employer to the full amount of the debt which he was employed to settle." The correspondence to which we have already referred relates mainly to commissions taken by solicitors, but the reader will do well to bear in mind that the principles of law to which we advert are equally applicable to all agents in a fiduciary position. We have said that an agent will not be allowed to abuse the confidence reposed in him. Hence, to turn to the question, raised by the correspondence he will not be permitted to benefit himself secretly at the expense of his principal. In *Tyrrrell v. The Bank of London* (27 Beav. 273; 31 L. J. 369, Ch.), it was said by Lord Westbury that a "solicitor shall not be permitted to make a gain for himself at the expense of his client. The client is entitled to the full benefit of the best exertions of the solicitor. The relation of solicitor and client involves, of course, the relation of principal and agent. The duties of the first include all those of the second and something more," namely, duties peculiar to fiduciary relations. There is a number of cases in which this principle is broadly laid down. It is very evident that it is really immaterial whether the advantage obtained by the agent consists in making an overcharge for a purchase, or in obtaining a bonus from the other contracting party. In either case he fails to show that loyalty to his trust which the law makes imperative. In the recent case of *Morison v. Thompson* (L. Rep. 9 Q. B. 481), which was decided in the year 1874, an action was brought by the purchaser of a ship to recover from the defendant, who had been employed by the former to buy the ship as cheaply as possible, the sum of £225 which had been received by the defendant from the vendor by way of commission on the sale. Lord Chief Justice COCKBURN, in delivering the judgment of the court, said, "The remaining cases cited directly support the conclusion that whenever the earnings acquired in the service of a third person have reached the hands either of the servant or the master, they must be regarded as belonging to the master. . . . Nor are these principles confined to the case of service by apprentices. They apply to all cases of employment as servants or agents—the profits acquired by the servant or agent in the course of, or in connection with, his service or agency, belong to the master or principal." Nothing more need be said; and it may be taken as established law that the profits directly or indirectly made by an agent in the course of his employment without the sanction of the principal belong absolutely to the latter.

#### COSTS UNDER THE JUDICATURE ACT.

By Order 55 of the Judicature Act, the costs of and incident to all proceedings in the High Court, are to be in the discretion of the court, "provided that where any action or issue is tried by a jury the costs shall follow the event unless upon application made at the trial for good cause shown, the Judge before whom such action or issue is tried, or the court, shall otherwise order." What effect have the words, "or the court," on the previous part of that order? Are they intended to enlarge the power, so as practically to make the foregoing words, "upon application made at the trial," of no effect? In fact, are these words merely directory, so as not to bind the court? and can an application be made to a Divisional Court after the trial? This question came before the Divisional Court of Exchequer in the case of *Baker v. Oakes*, but unfortunately was only in part settled, and the exact meaning of these words still remains undecided.

The circumstances of that case were somewhat peculiar. The action was brought to recover three separate sums of £61, £6, and £60. The defendants as to the £61 claim paid it into court, and pleaded never indebted to the residue. On the trial the plaintiff failed to prove his claim for £60, but recovered a verdict of £4 6s., part of his £6 claim, which amount consisted of two items, one of £2 7s. and the other of 39s. The verdict was accordingly entered for him for that amount, but no application was made at the trial as to costs, which would, therefore, under Order 55, follow the event. Some days after the trial the plaintiff discovered that the first time that the sum of £2 7s., for which he had gained a verdict, had in fact been paid to him by the defendant before action. He immediately communicated this to the defendant, who thereupon took out a summons to stay execution till the 4th Nov., that he

might apply for a new trial on the ground of surprise, mistakingly or unintentional misconduct on the part of the plaintiff's counsel. Execution was stayed accordingly, but the application for a new trial was refused on the ground of the smallness of the dispute. But the court intimated that the best course for the defendant to pursue would be to make an application to the court to vary the incidence of costs under Order 55. A summons accordingly taken out before Baron Huddleston at chambers, an order was eventually made that the plaintiff should pay his own costs of suit subsequent to the payment into court by the defendant. The learned Baron doubted very much whether he had jurisdiction to make the order, and gave the plaintiff leave to appeal. Upon the hearing of the appeal before the Divisional Court the counsel for the defendant urged that the words "upon application made at the trial" were directory only, and that the court were not concluded by them; and that the court had power under Order 57, r. 6, to enlarge the time for such an application. He further contended that the intention of the Act as evidenced by the words "or the court" was that the application was to be made either to the Judge at the trial, or to the court after the trial, from which he argued that the order could also be made to a Judge at Chambers afterwards. The court, however, decided that neither the Judge who tried the case, or any Judge sitting at Chambers, had jurisdiction to make such an order upon application made after the trial. But the court unfortunately stopped there and did not proceed to enquire into the real meaning of the words "or the court." That they were intended to have some distinct meaning apart from the words in the order is obvious, while it is equally clear that the application to the court must be made at some time subsequent to the trial. They can hardly be supposed to refer to an appeal to the divisional court from the decision of the Judge who tried the case upon the question of costs, for the order says that the costs shall be in the discretion of the court, and by section 72 of the Judicature Act it is enacted that no order made by the Court of Justice, or any Judge thereof, as to costs only which law are left to the discretion of the court, shall be subject to appeal, except by leave of the court or Judge making such order. Possibly, therefore, the words "or the court" were inserted in the order to give the Judge who tried the case power to decide the question of costs for the decision of the divisional court to give leave to appeal against his decision under that section. But another likely interpretation is this, that these words were intended to meet a case where the Judge at the trial refused to enter judgment for either party, but leaves either of them to move for judgment, in which case, under Order 55, the question of costs may be reserved by him in order that it may be considered at the hearing of the motion for judgment. Baron Cleasby's judgment hinted at this interpretation, but gave no definite opinion upon the question. Whatever their interpretation may be, it seems to be equally clear that the court in no shape or form can have jurisdiction to entertain the question, unless an application be first made to the Judge at the trial of the action.

#### THE POWER OF THE COURT OF BANKRUPTCY TO RESTRAIN ACTIONS.

##### DEFAULT OF PAYMENT OF COMPOSITION.

THE Bankruptcy Act 1869, s. 13, provides in general terms that the court may at any time after the presentation of a bankruptcy petition against the debtor, restrain further proceedings in any action or other legal process against the debtor in respect of debt provable in bankruptcy; or it may allow such proceedings to continue, whether in progress at the commencement of the bankruptcy, or commenced during its continuance, to proceed upon such terms as the court may think just. The court is given full power by section 72 to decide all questions of priorities and all other questions whatsoever, whether of law or fact, arising in any case of bankruptcy coming within its cognisance, or which the court may deem it expedient or necessary to decide for the purpose of doing complete justice or making a complete distribution of property in any such case. We propose in the present paper to make some remarks to an examination of the rules by the application of which are now determined the rights of creditors to sue upon a default by the debtor to pay a composition agreed upon.

The first proposition to which reference will be made is founded upon the authority of *Slater v. Jones* (L. Rep. 8 Ex. 100) and cases there cited. In that case the question for the decision of the court was whether a creditor who was bound by a composition to accept a composition by instalments, passed in conformity with the 126th section of the Bankruptcy Act 1869, could sue the debtor for his whole debt before the time had come for the payment of any instalments of the composition. The court decided this question in the negative. "The matter," said Lord Cairns, "depends upon the 126th section, which provides that the creditors may, by an extraordinary resolution, resolve that a composition shall be accepted in satisfaction of the debts due to them from the debtor. Could the Legislature have intended that a creditor who has assented to or is bound by such a resolution, should the next day commence an action against

or for his whole debt? Such a construction seems to me to be repugnant to common sense, and certainly one which is not supported upon us by any of the decided cases. Here the creditors become bound by a resolution that a composition to be paid instalments or at a future time shall be accepted in satisfaction; I think that a person who is bound by such a resolution is bound by necessary implication not to sue the debtor before the time for payment comes, and until default is made." This also puts very clearly the difference between the operation of the Acts of 1861 and 1869 in this respect.

Summing, however, that a debtor who had covenanted to pay a composition on a particular day makes default in payment, the question whether the creditor will be allowed to proceed by action against the debtor, or whether he will be restrained, under the composition already quoted, may give rise to other questions that will require some careful consideration. It is laid down generally in *Edwards v. Coombe* (L. Rep. 7 C. P. 519) that it is competent to a dissenting creditor, notwithstanding a resolution for a composition, to sue for his original debt when the debtor has failed to pay or tender the composition within the time agreed on, or within a reasonable time. But it must be observed that in that case the Court of Bankruptcy had made no order restraining proceedings. This decision was approved of by the Lords Justices in *Hatton* (L. Rep. 7 Ch. 723). There resolutions had been passed, the creditors had agreed to accept a composition payable by instalments. The debtor made default in payment of an instalment, and the Court of Appeal, reversing the decision of the Registrar, held that the creditors could maintain an action against the debtor for the balance of the whole debt remaining unpaid, would not be restrained by the Court of Bankruptcy. This decision is only an authority for the proposition that where a debtor's failure to pay the instalment of the composition is simply due to his want of money, the creditor will not be restrained from suing him for the whole of the debt remaining unpaid. At the same time it is sufficiently evident, from the remarks of the learned judges, that a default in payment of an instalment would not, under the circumstances, be a good answer to an application to the court to restrain an action for the balance of a debt for which a composition had been accepted. Thus it was said by Lord Justice James, "there may be cases in which by accident, and not by default of the debtor, the composition is not duly paid, and then, no doubt, the court would relieve the debtor from the effect of such an order, and remove any injustice." This brings us to the second position.

*Ex parte Paper Staining Company, re Bishop* (L. Rep. 8 Ch. 481) a creditor refused to be bound by a resolution for a composition registered, on the ground that his name was not duly entered in the debtor's statement of debts, and that the composition had not been tendered to him within the prescribed time. The Registrar refused to restrain him from suing the debtor at law. The principle upon which the court proceeded was that where a creditor is to be bound by an arrangement with creditors on terms personal to himself, and not applicable to the rest of the creditors, he will not be restrained by the Court of Bankruptcy from trying the question in an action at law.

*Ex parte Hartel, re Thorpe* (L. Rep. 8 Ch. 743), Lord Justice James discussed at some length the question whether, and if so under what circumstances, the Court of Bankruptcy has jurisdiction after resolutions for composition have been passed, to restrain a particular creditor from maintaining an action against the debtor for a debt which is included in the composition. His Lordship's reasoning may be thus stated: The court has jurisdiction in a case of composition to restrain a creditor, the word "composition" in the 82nd section including composition. But jurisdiction ought to issue unless there is some real reason for granting an injunction; if there is no such reason the Court of Bankruptcy ought not to prevent other courts from trying cases which are to be decided by those courts. One of the chief objects, however, of the Act of 1869 was to prevent the evils which resulted from the exercise of the right of every creditor to dispute a composition. Much litigation and confusion resulted from the operation of the Act of 1861. Instead of this multiplicity of action, the court now tries the question of the validity of a composition once for all, "The Court of Bankruptcy," says his Lordship, "is to try the question not merely as between the particular creditor and the debtor, but generally, so that if the Court of Bankruptcy holds the composition to be good it is good as to all the creditors, and if it is held to be bad, then it is bad as to all the creditors, and the other remedies in bankruptcy may be once resorted to. I am of opinion, therefore, that the court, exercising jurisdiction does quite right when it appears that the only object of the creditor in bringing the action is to dispute the composition generally." In this case the creditors wished to proceed with an action for the purpose of testing whether there was some imposition practised by the concealment of the real amount of the debtor's assets from the court when the resolutions were passed. Such a question obviously went to the validity of the whole composition, and the action, if allowed to go on, would tend to render void the whole composition. Hence the objection should be made in the Court of Bankruptcy, so that successful all the creditors, and not the applicant only, might

receive the benefit. The rule laid down in *Ex parte A Paper Staining Company* (sup.) was again affirmed in *Ex parte Watson, re Watson* (L. Rep. 2 Ch. Div. 63), where Lord Justice Mellish says that "it has been laid down in previous cases that where the objection is one which applies only as between the debtor and the particular creditor who is bringing the action, the action ought not to be restrained." In this case the debtor had made default in payment of a composition.

We shall now be better able to understand the most recent cases in which similar questions have been raised. In *Re Rogers* (see LAW TIMES for 2nd Dec. 1876, p. 84), an action was restrained, but there had been no failure to pay a composition. The real question related to the creditor's proof. In *Re Varbetian*, which was decided by Mr. Registrar Pepys on the 15th Dec., resolutions to accept a composition were duly registered, but the debtor made default in payment to one of the creditors. It was urged that the court would allow a reasonable time for the payment, although the covenant was to pay on a certain day. Some of the remarks of the judges in *Edwards v. Coombe* (sup.) appear to favour this view, but they are not supported by authority. Upon default being made the above creditor proceeded with his action, and the Registrar refused to restrain him, on the ground that the question whether an alleged tender had been made properly was a matter personal to the debtor and the creditor.

The authorities, then, may be summed up in the following propositions:

- (A) Whenever a debtor who, having covenanted to pay on a certain day makes default, the Court of Bankruptcy will not restrain a creditor from proceeding with an action to recover the remainder of debt unpaid provided (1) the subject matter of the action is personal to the debtor and the creditor; (2) the default in payment is not due to some equitable ground of relief: (See per Lord Justice James in *Re Hatton* (sup.).)
- (B) Under the above circumstances an action by a creditor will be restrained when the action involves matters not personal to the creditor and debtor, but important to the whole body of creditors.

#### SOME REMARKS ON THE PRESENT COUNTY COURT SYSTEM,

##### WITH SUGGESTIONS FOR AN IMPROVED PROCEDURE.

It has been long my opinion, derived from observation, that the remedy to be had, through the medium of the County Court, considering that tribunal principally as a court "for the more easy recovery of small debts and demands," is unsatisfactory and inconvenient; nor has the latest legislation on the subject, providing "default" summonses effected much improvement, inasmuch as a defendant has merely to give notice of defence in order to be placed in the same position as if he had been served with an ordinary summons.

Of the working of the system in large districts, where courts are held frequently, I cannot speak from experience. It may be that in such places suitors are substantially benefitted by resorting to the local tribunal, but, at any rate, I know that in small districts, where the Judge only sits at rare intervals, as bi-monthly, the progress of a cause too often serves chiefly to provide a remarkably strong illustration of "the law's delay" and delusiveness. In the latter part of the year, indeed, an interval of three months often happens, as no courts are held in September.

These observations, therefore, must be taken as directed especially to small districts, though they may also apply to those of larger extent.

My objections, then, to the court constituted for the "more easy recovery of small debts and demands" are that the plaintiff is put to unnecessary trouble, and that he is too long delayed in the obtaining of his judgment, and execution or order of commitment, as the case may be; for a person may have to wait two months before he can obtain a judgment, and execution against the goods of his debtor; and if there are no goods to take, he may have to wait two months longer before he can get an order for his committal to gaol.

Now the principal features of the scheme I would suggest are:

1. Instead of making a summons returnable at a distant period, notice be given upon it, that unless within a certain number of days after service defendant satisfies the registrar that he has a good defence, then that judgment will be signed.
2. Upon default in payment of the amount adjudged according to the order, let a commitment summons be issued in the same form as that on a plaintiff, and let the registrar have the power to make an order of committal.

And now to go more into details. Under the system which I propose, a person who has a demand against another would attend at the registrar's office and obtain a summons, supplying the registrar with copies of particulars of demand, which should be given in all cases, and not merely as now, only where the claim exceeds £2.

The plaintiff should be required to state how, in his opinion, the defendant could pay the debt, and his statement should be communicated to the defendant on the summons.

Where the plaintiff desired payment forthwith, the defendant should be informed that if he paid the amount within six days after service, there would be an end to the action without further costs.

Where the plaintiff desired payment by instalments, the defendant should be informed that if he admitted the debt, and agreed to pay according to the plaintiff's wishes, he must, within the like time, attend at the registrar's office and sign a consent.

The defendant, moreover, should be informed that if he wished to dispute the claim in the manner mentioned by the plaintiff, or if he wished to be decided by the registrar, or if he wished to apply to him before a Judge, then he should attend at the office of the registrar named hour on the tenth day after service, when the plaintiff



In case of payment or admission within the time limited, the registrar would immediately give notice thereof to the plaintiff, or, in other cases, would inform him when he should attend to meet the defendant.

If within the appointed time the defendant neither paid nor admitted the claim, nor declared his inability to pay as the plaintiff stated he could, nor applied for leave to defend, the plaintiff might have judgment signed upon proving his claim to the satisfaction of the registrar, who, however, should exercise a discretion in deciding upon the mode of payment, and should not make an order for payment in manner indicated by the plaintiff, unless it was shown to him that defendant could pay so.

If the plaintiff failed to make out his claim clearly to the registrar, though the defendant did not put an appearance, the registrar should insert the case on the list of those to be heard by the Judge.

In cases where it appeared to the registrar, upon the representation of the defendant, that a *bona fide* defence might be urged, he should give leave to defend, and the case would be set down for the next sitting of the court. But where the defendant's grounds for wishing a trial to take place were only trivial, or in cases of account, &c., the registrar should not allow him to go before the Judge.

It should, however, be open to the defendant, if dissatisfied with the decision of the registrar, to bring the matter on at the next sitting, he giving notice at a stated period beforehand to the registrar and plaintiff of his intention to do so.

The like right of trial before the Judge should also belong to the plaintiff.

To discourage such applications on slight grounds, the Judge should have power to allow substantial costs to the plaintiff or defendant in those cases in which he was of opinion that the other party ought not to have applied to him.

I imagine such a system would work well. There would not, I think, be many cases in which the registrar would have any difficulty in deciding whether or not he would allow a case to go to trial, and where he had any real doubt he would, of course, give leave to defend.

I will here give statistics, which I think will help to prove that the present system requires remodelling. In the judgment book of a small court in North Wales (average of plaints in a year about 500), the following judgments are entered:

Judgments by admission by defendants, signed before Court day.	Judgments on Court days where defendants did not appear.	Judgments where defendants appeared and admitted claims.	Judgments where defendants appeared in person and contested claims.	Judgments where defendants employed advocates.
1872 63	116	22	8	11
1873 43	121	16	3	7
1874 35	94	4	7	11
1875 33	97	13	3	13
Totals.. 173	428	55	21	42

From the above figures it will be seen that out of 719 cases, in which judgment was obtained, there were only 63 instances (total of columns four and five) in which there was any occasion for plaintiffs to appear, yet 483 other unfortunate individuals (total of columns two and three) were obliged to attend sittings of the court, besides being delayed for months, to prove their claims—claims to which, let it be particularly observed, the defendants made no defence whatever, for the best of reasons—that they had none.

Now, as to my second point: the judgment summons and warrant of commitment. By figures I will show that in this department, as well as in the case of plaints, plaintiffs are troubled and delayed quite unreasonably.

And here, by the way, I may state it to be my opinion that were the movement to abolish imprisonment for debt carried out, it would, assuming a system of credit to be a necessity, work great mischief. It is true that but few persons are actually imprisoned; yet the power to commit, hanging in *terrorem*, has a most powerful effect. There are many cases in which defendants would never endeavour to pay, whose goods and chattels are not worth a straw, and who would get off "soot free" were it not for the prospect of being lodged in a gaol.

The following is a summary of orders for commitment made in the court above mentioned:—

Orders made where defendants appeared.	Orders made where defendants did not appear.
1872 ..... 2	1872 ..... 7
1873 ..... —	1873 ..... 10
1874 ..... 2	1874 ..... 7
1875 ..... 6	1875 ..... 13
Total ..... 10	Total ..... 42

Here, out of fifty-two cases, forty-two plaintiffs had to await patiently for a long period, and also to attend the courts, although the defendants had no objections to offer why they should not be imprisoned, or reason to urge why they could not discharge their debts.

I would altogether remodel this part of the procedure. I see no reasons why it should be imperative that the Judge alone should have the power of committal. Why should not the registrar be allowed to exercise it? He could, as well as a Judge, inquire into the debtor's circumstances; and for the sake of his reputation as a public officer would, I should think, be very careful in giving his decisions. The presumption ought to be that a man is able to discharge the debts which he contracts, and if a debtor who has been summoned on a plaint, and afterwards on the judgment, does not on either occasion even appear, why should the plaintiff have to go through tedious formalities before he can fairly grasp him and oblige him to pay? Still, I do not propose to do away with the rule requiring the plaintiff to prove that the defendant has, or since judgment has had, means to pay. I would yet indulge a defendant, though, as I think, quite undeserving of it, by leaving that rule in force.

I believe it will be generally found that but few debtors, comparatively speaking, ever allow themselves to be imprisoned. They endeavour, it would seem, to exhaust the patience of plaintiffs by obliging them to wait, and by putting them to the trouble of attending sittings of the court. But when these debtors are visited by a commitment-armed bailiff they quickly produce the cash.

The following is a return of commitments issued, and put in force in the court above referred to:—

Commitments issued.	Debtors imprisoned.
1872 ..... 10	1872 ..... 3
1873 ..... 4	1873 ..... —
1874 ..... 9	1874 ..... 1
1875 ..... 16	1875 ..... 1
Total ..... 39	Total ..... 5

Then, I would propose, that after default in payment of the amount obtained as above, the plaintiff should be at liberty to issue a judgment summons for the amount that ought to have been paid to the defendant, as allowed at present. Notice should be given on this sum to the defendant, that unless within five days after service he paid the due, or on the sixth day at a named hour applied in person to the registrar for an amended order, he would be committed to gaol for period.

If he did not pay the amount mentioned in the summons into court did not attend at the time above limited, the plaintiff should at such time (notice whereof would be given to him by the registrar at the office of the court, and upon giving the registrar satisfactory proof of the defendant's ability to pay, would be entitled to an committal.

Where the defendant appeared, and made application for further time to pay, or to be allowed to pay by instalments of a less amount ordered, the registrar would duly consider the application, inquire into his circumstances, both of him and the plaintiff, and either give time, make a new order, or confirm the original one, making in the latter case for the defendant's imprisonment in default of payment. In cases of doubt or difficulty, the registrar would set the case down for hearing, as in the case of a plaint.

Such briefly are the alterations I would propose in the general procedure of the court. I have a few more suggestions to make on some miscellaneous points.

The fees require remodelling. It would be desirable that the fees should not run up per £ as at present, but at a rate something like this: 1s. ; from £2 to £5, 2s. ; from £5 to £10, 4s. ; &c.

It would also much simplify matters if fees on all proceedings, plaints, executions, hearings, &c., were charged at a uniform rate.

The scale of solicitors' costs requires revision and general reduction. Let execution on failure of payment of instalments be allowed only for the amount that ought to have been paid; and not, as at present, for the whole amount of the judgment.

The rule requiring the leave of the Judge for the issue of a committal summons where the defendant resides out of the district, ought to be rescinded.

Let the practice in cases now provided for by the summary procedure Bills of Exchange Act be assimilated to what I have proposed for cases.

I should again observe that my remarks are based upon the practice of the court only in small districts, where sittings are held but at long intervals. How effective or otherwise the present system may be in larger towns I am not able to determine.

The principal defect in the existing scheme is that the registrar, utilised as he might be, and with regard to the "default" system, observe these faults: as no inquiry is to be made into the soundness of the defendant's defence, he may give notice of defence merely for the purpose of gaining time, and in fact as the procedure has become known what is generally now done.

Again, judgment is given for payment in such manner as the plaintiff shall elect. I think, however, that defendant's circumstances should be inquired into in all cases, and that he should be allowed the opportunity of declaring them.

Moreover, as in these cases where defendant does not give defence, plaintiff has the right to sign judgment for the amount claimed, without any investigation being made into it, it seems to me that opportunity is given to an unprincipled plaintiff to obtain judgment more than is due to him. Now, supposing that such a person, plaintiff for a larger amount than was justly due to him against a poor or ignorant defendant, who omitted to give notice of defence; yet have judgment signed without any inquiry being made into his claim. Surely, though a defendant is too ignorant or too careless to take himself, as a matter of justice he should be protected, and an expedition should be made, requiring the plaintiff in all cases to prove his claim to the satisfaction of the Judge or registrar.

A WELSH SOLD

## LAW LIBRARY.

NEW EDITIONS.

*Russell on Crimes and Misdemeanors.* Fifth edition. By Sir James Stephen, Esq., Q.C.—London: Stevens and Sons; H. K. Maxwell.

THIS is a work which ought to be discarded as soon as Mr. James Stephen brings out his projected Digest of the Criminal Law. It is one of those abominations which have acquired respectability and toleration simply because it was originated by an eminent lawyer, and has been nursed by lawyers of equal eminence. But, however eminent a lawyer may be, he is capable of committing great enormities in the form of law books, and it is surely not to be two opinions that the dimensions of this edition of Russell on Crimes are such as to make the hair of every young lawyer stand on end. There are in all cases of new editions two courses open—first, the one which has been taken by Sir James Prentice and his assistant, Mr. Horace Smith (the Editor of Roscoe's Criminal Evidence), namely, overlaying the small book of principle with husk upon husk of decided cases; secondly, that which we fervently hope all future editions will adopt, namely, boldly excising all cases which are not necessary to support the propositions of the text, and reducing the text to short statements placed either in notes or in some of subordinate position. It is indeed to be deeply lamented that Mr. Prentice should have lost a great opportunity of re-arranging Sir William Russell's work, and reducing it to something like a digest or code. As it stands it commands that wondering veneration which would be accorded to an ingenious architect who had a grand but huge impediment in Fleet-street—the law

**INFANT—ACTION AGAINST—TORT INDEPENDENT OF CONTRACT.**—In an action to recover damages for injuries to a mare of the plaintiff, whilst let on hire to the defendant, the statement of claim alleged that the defendant hired from the plaintiff a mare and dogcart, to go from M. to C. and back, on the express conditions that only one other person besides the defendant should be carried on any part of the journey in the dogcart, and that the mare should be driven from M. to C. and back, and nowhere else; that in violation of the conditions the defendant carried on his return journey three other persons besides himself in the dogcart, and also drove the mare a greater distance than from M. to C. and back—viz., to B., four miles beyond C., and back to M.; and the defendant also, instead of using due care and diligence in driving the mare at a reasonable pace, as it was his duty to do, drove her furiously, carelessly, and negligently, and beat and otherwise ill-treated her, that the mare on her return was found to be badly out, bruised, and injured, and was suffering greatly, owing to having been over-driven, and that her injuries, by reason of the negligence, misuser, and improper conduct of the defendant were so great, that the plaintiff was obliged to have her destroyed. Held (by Kelly, C.B. and Huddleston, B.), discharging the rule, that it was clear from the statement of claim, the whole of which must be looked at in order to see whether the case was substantially in contract or in tort, that the plaintiff claimed damages for a tort, and that the plea of infancy afforded no defence: (*Walley v. Holt*, 35 L. T. Rep. N. S. 631. Ex. Div.)

**PRACTICE—TWO DEFENDANTS—VERDICT FOR ONE DEFENDANT AND AGAINST THE OTHER—MOTION BY ONE DEFENDANT FOR NEW TRIAL—NEW TRIAL ORDERED AGAINST SUCCESSFUL DEFENDANT.**—In an action for negligence against a railway company and also against H., the verdict was in favour of H. and against the company. Notice of an order nisi for a new trial, obtained by the company, on the ground that the verdict was against the weight of evidence, was, by direction of the court, served on H. The order nisi was discharged by the Queen's Bench Division, and the company appealed, but gave no notice of the appeal to H. At the hearing, the Court of Appeal directed notice of the appeal to be served by the plaintiff on H., and also notice to him to show cause why a new trial should not be had against him. H. accordingly appeared, but under protest, alleging that the court had no jurisdiction to call on him to show cause, since he had been discharged by the finding of the jury and the order of the court below, and since the four days within which, under Order XXXIX., rule 1, a motion for a new trial ought to be made had elapsed: Held, that the court had jurisdiction. After hearing H. show cause, the court made the order absolute for a new trial against both defendants. The Court of Appeal has power, under Order LVIII., rule 5, to enlarge the time for moving for a new trial. *Quere*, per Mellish, L.J., whether, under the practice since the Judicature Act, the court might not, if the justice of the case required it, grant a new trial against one defendant without the other: (*Purnell v. Great Western Railway Company and Harris*, 35 L. T. Rep. N. S. 605. Ct. of App.)

## SPECIMEN DIGEST OF THE LAW AS TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 133.)

### ARTICLE 28.

#### BREACHES OF COVENANT.

THE covenants in a deed are independent covenants, and a breach of covenant by the one party will not entitle the other to dissolve the contract.

*Winstone v. Linn*, 1 B. & C. 460.

Where a solicitor who continues in practice discharges an articled clerk and refuses to allow him to continue his service, and refuses also to assign the articles or consent to cancel them, so that the clerk may have the benefit of past services, the only remedy of the clerk is (apparently) an action for the breach.

If the clerk refuses to be taught, and by his wilful acts hinders and prevents his master from teaching him, the master will not be liable for a breach of covenant to teach.

*Rayment v. Minton*, 4 H. & C. 371.

*Winstone v. Linn*, 1 B. & C. 460.

*Hughes v. Humphreys*, 6 B. & C. 680.

#### Note 1.

Before the passing of the Judicature Acts in an action by an apprentice on the covenant to teach, it was no answer to say that the apprentice had been guilty of such misconduct in the defendants' business that it became unsafe to continue him in his service.

*Phillips v. Clift*, 4 H. & C. 188.

The Supreme Court has jurisdiction over matters in dispute between articled clerks and their masters, and therefore, and left the matter to whom he was articled at

the latter refused to take him back in consequence of his previous misconduct, the court referred it to the master, who decided that a portion of the premium should be returned. But the court refused to compel an attorney to execute an assignment of articles of clerkship, when the clerk had been guilty of criminal conduct with the attorney's wife, even though the attorney had promised to assign him over:

*Ex parte Briggs*, 22 Geo. 3, h. 13.

Cited in *Tidd's Practice*, 9th edit. 68.

A question may be raised whether the solicitor who refuses to teach a clerk articled to him may be compelled to assign the clerk, or whether (as it seems most probable) the only remedy of the latter is to proceed against the solicitor for breach of covenant. Solicitors are officers of the Supreme Court, but not apparently for the purpose of instructing articled clerks.

#### Note 3.

In *Ex parte Fisher* (1 Ch. Rep. 694), 1819, where the court ordered a master to report what part of the premium should be returned to an articled clerk, Abbott, C.J., said: "It is exceedingly convenient that there should be a summary jurisdiction in this court for deciding differences between attorneys and their clerks of this description. The Legislature has given a summary jurisdiction as to apprentices of another kind. This court, and the other courts of Westminster Hall have, as far back as our practice will carry us, been in the habit of exercising a jurisdiction as to differences of this nature between an attorney of the courts who is an officer of the court, and his clerk." Bayley, J., said: "The attorney receives a premium as a compensation for keeping a clerk for a certain period of time, and for instructing him during that time. If at the end of a year the clerk goes away, having been guilty of great misconduct, and the master when he comes back exercises his discretion as to whether he shall take him back or not, and he determines that the young man shall not continue any longer with him, it is but reasonable he should return some proportion of the premium."

#### Illustrations.

In an action in covenant by the father of an apprentice against the master for not teaching and providing for the apprentice, a plea that up to a certain time defendant did teach, &c., and that then the apprentice without leave quitted defendant's service and never returned, held good: (*Hughes v. Humphreys*, 6 B. & C. 180.)

So the master is not liable when the apprentice wilfully hindered the master from teaching him: (*Rayment v. Minton*, 4 H. & C. 371.)

In an action by a salaried articled clerk, the master alleged that the plaintiff was dismissed for having conspired with another to induce the defendant's clients to leave him, and for having, in pursuance of the aforesaid combination, disclosed defendant's professional secrets and committed other acts of misconduct. Lord Denman left it to the jury to say whether any of the acts were proved, and were such breaches of duty as to warrant dismissing the plaintiff: he ruled also that the defendant at the time of the dismissal had notice of the matters charged against the plaintiff. Verdict for plaintiff. A rule for a new trial was refused, the only difference of opinion being that some of the judges were of opinion that the jury should have been told that, as the plea alleged a conspiracy and none was proved, the issue must be found for the plaintiff: (*Mercer v. White*, 5 Q. B. 447.)

#### Note 2.

Striking off the roll is not a punishment for a legal crime, but an exercise of the discretion of the court upon the question whether a man who has been admitted to practise as a solicitor is a proper person to be continued on the roll or not.

*Ex parte Brounall*, 2 Cowp. 829.

*Re King*, 9 Q. B. 129.

#### ARTICLE 29.

##### OF THE RETAINER—HOW RETAINED.

A retainer may be express or implied. An express retainer, again, may be given either by formal warrant, or by parol (i.e., by writing or by word of mouth).

A solicitor may be duly retained to act on behalf of another person, or, acting without authority, the person for whom he assumes to act may acquiesce in and so ratify the acts of the solicitor.

#### Note 1.

Where the authority is derived from the client's acquiescence in the act or conduct of the solicitor on his behalf, such act or conduct is said to be ratified, and the question whether there has been such acquiescence as to constitute the solicitor an authorised agent will be solved by determining whether the acquiescence amounts to a ratification.

#### Note 2.

In order to render themselves more secure, solicitors ought to follow the advice of Lord Tenterden, in *Owen v. Ord* (3 C. & P. 349), and before commencing an action take a written direction from their clients for so doing.

#### Illustrations of Implied Retainer.

No instance need be given of express authority. Cases when the authority inferred from conduct of client:

Instances of implied authority to act as solicitor.

(1) A. appoints an attorney, B., to conduct an action. Having recovered judgment the authority ceased. A. however, further directs B. not to compromise the matter. B., acting in good faith, disobeys and does compromise. A.'s direction is tantamount to a retainer: (*Butler v. Knight*, L. Rep. 2 Ex. 109.)

(2) A solicitor is retained to act for several defendants in separate actions. The actions are consolidated by consent. A joint retainer will be implied from this arrangement: (*Anderson v. Baynton*, 13 Q. B. 808.)

(3) A retainer to commence an action will be implied from a retainer to commence a suit which has been abated by plea of non-joinder, the second action being brought against the parties in the plea: (*Crook v. Wright*, B. & M. 278.)

(4) An attorney, who was the ordinary attorney of a borrower, also acted in a particular case for the lender, but did not make any charge on the lender for his services. Having taken sufficient security, it was held that he was not liable as having acted as the retainer lender: (*Donaldson v. Haldane*, 7 C. & P. 100.) Payment into court of part of a solicitor's costs does not necessarily admit a retainer to incur more than that amount.

*Stevenson v. Mayor of Berwick* (1 Q. B. 154)

In the following case no retainer was proved: A., a workman, employed by B. under a deed contained an unusual stipulation with respect to payment of salary, met C., B.'s solicitor on B.'s premises, and asked him whether he might act in that way under the deed. C. replied in the affirmative, without remembering the unusual term in the deed. A. acted upon the answer, and, having a loss by reason of so acting, sued C., but could recover as there was relationship of solicitor and client subsisting between C. and A., the answer given in casual inquiry.

*Fish v. Kelly*, 17 C. B. N. S., 154.

#### Instances of Ratification.

1. A. appoints an attorney to act for B., who informed of the retainer on his behalf no objection: (*Cameron v. Baker*, 1 C. & P. 100.)  
2. A female, by whom a solicitor was employed to conduct a suit, married while proceedings were pending. The husband was then made and afterwards received in right of his share of the property in dispute. He was to have acquiesced in the retainer of the solicitor: (*Butterworth v. Clapham*, cited 1 Q. B. 457, 678a.)

But the mere fact that a party knows the name has without authority been introduced by the solicitor of some of the plaintiffs in a suit, without taking any steps to have his name expunged as plaintiff from the record, is not necessarily as between that party and the solicitor equivalent to a retainer, or an adoption of it as his attorney.

See *Hall v. Laver*, 1 Hare, 571.

Wherever a solicitor appears or acts on behalf of a party it is presumed in accordance with the maxim *"Omnia presumuntur rite et solemniter esse acta"* he has authority so to do.

*Berryman v. Wiles*, 4 J. B. 366.

*Anderson v. Watson*, 3 C. & P. 214.

See *The Attorneys' and Solicitors' Act*, s. 12.

#### Note.

A retainer implies a promise to pay all costs and properly incurred upon the retainer.

*Bolden v. Nicholas*, 3 Jur. N. S. 884.

#### ARTICLE 30.

##### RETAINER BY CORPORATION.

By the common law a corporation can retain a solicitor only by deed under the common seal, but where a corporation is empowered by Parliament or charter of incorporation to retain a solicitor without this formality, a retainer in accordance with such power will be valid.

(a) *Arnold v. Mayor of Poole*, 5 Scott 414 L. J. 97, C. P.

(b) *Reg. v. Cumberland (Justices of)*, 171 Q. B.

#### Note 1.

The rule of the common law will not be prejudicial to third parties who deal with a corporation without notice that he has not been appointed the common seal.

*Fariell v. Eastern Counties Railway Co*, L. J. 297 Ex.

where Baron Alderson says, "Parties suing a corporation would be grievously injured if they were obliged in all cases to inquire whether the solicitor for the corporation was authorised and where a solicitor holds an appointment as a corporation, to which office he has been appointed, and at the same time acts for the corporation under a parol retainer, upon payment made to him by the corporation in discharge of his bills for disbursements, he may appropriate such payment to the discharge of his bills for disbursements as a solicitor."

#### Illustration.

Business was done for a corporation by an attorney whose appointment was not under seal. After bills had been delivered for business done by such attorney, and also for costs incurred by the corporation, he received payment on account in the absence of specific appropriation by the corporation, he appropriated at the time to the payment of certain bills, upon which, for the reason stated, he could have maintained no action. The Court of Common Pleas held that, inasmuch as the claim on those bills was a just and an equal claim to those on which he could not be made the subject of an action of appropriation so made by him could not be questioned.

*Arnold v. Mayor of Poole*, 12 L. J. 97, M. & G. 860.

Where a defendant has notice of an action against him without authority appearing for him, proceedings will not be set aside; but it is only the defendant has no notice.

*Bayley v. Buckland*, 1 Ex. 1, and see *son v. B.*

*Fariell v. Eastern Counties Railway Co*, Ex. 348.

#### ARTICLE 31.

##### WHO MAY RETAIN.

Whoever is *sui juris* may appoint an attorney, and no one who is not *sui juris* may do so, married women, except so far as they exercise rights of a *feme sole*, infants, idiots, and lunatics are not qualified to appoint.

LANGHAM (Henry B.), Cottesbrooke-park, Northampton, and of Montrose House, Hampstead, Middlesex, Esq. Feb. 15; Tatham and Co., solicitors, 35, Lincoln's-inn-fields, London.

LEES (Henry), formerly a lieutenant in H. M.'s 47th regiment of Dragoon Guards. Feb. 28; Darbishire and Co., solicitors, 26, George-street, Manchester.

LUPTON (Wm.), Arnley, Yorks, gentleman. Jan. 25; H. Snowden, solicitor, 15, East Parade, Leeds.

MARILLIER (Jacob F.), Harrow, Middlesex, Esq. Feb. 15; Palmer and Co., solicitors, 4, Trafalgar-square, Charing-cross, Middlesex.

MAY (Jonathan), formerly of Lindfield, Sussex, farm bailiff, but late of Kelvedon, Essex, gentleman. Feb. 3; Jos. Beaumont, solicitor, Great Coggeshall, Essex.

MONEY (Charlotte M.), 6, Lansdown-place, Plymouth, widow. Feb. 1; Bradley, Robins, and Son, solicitors, Hampshire Bank-buildings, Threadneedle-street, London.

MOTT (Charles), Hilsdale, Stamford-hill, Middlesex, gentleman. Feb. 1; Pownall and Co., solicitors, 2, Staple-inn, Holborn, Middlesex.

NASH-WOODHAM (Wm.), Shepreth, Cambridge, Esq. April 24; Eadens and Knowles, solicitors, 15, Sydney-street, Cambridge.

ORMOND (Thos.), Chelmsford, Essex, tobacconist. Jan. 31; Arthy and Bell, solicitors, Chelmsford.

OXFORD (Geo. G.), Barchin, Kent, Esq. Jan. 31; Wrightwick, Kingsford, and Wrightwick, solicitors, Canterbury.

PAGE (Major-Gen. Wm. Napier), Connor, Neillcherry Hills, East Indies. Feb. 25; E. W. Croase, solicitor, 7, Lancaster-place, Strand, London.

PARKER (Mary E.), Ilfracombe, Devon, widow. March 1; Gribble and Gouldsmith, solicitors, 14, Small-street, Bristol.

PEACE (Jno. H. C.), 6, Alexandra-terrace, Bognor, Sussex, mathematical tutor. Feb. 1; French, Hardwick and Harvie, solicitors, Bognor.

PERKINS (Jas. Geo.), Horace-street, Edgware-road, Middlesex, carman. Jan. 25; Fallova and Brown, solicitors, 4, Lancaster-place, Strand, Middlesex.

PHILLIPS (Sarah Anne), 6, Bath-place, Worthing, Sussex, spinster. March 1; Richard Edmunds, solicitor, Worthing.

PHILLIPS (Thos. Richd.), Treocky, Ystradgynog, Glamorgan, surgeon. Feb. 1; Henry Hopkins, Glenview Brewery, Pontypridd.

PRESTON (Jno. F.), Holbeach, Lincoln, grocer and draper. Feb. 13; Caparn and Wilders, solicitors, Holbeach.

RHODES (Thos.), Greasbrough, York, gentleman. Feb. 1; Baxters and Co., solicitors, Doncaster.

RICHARDS (Jno.), Sandy Brick Works, Llanelli, Carmarthen, colliery proprietor. Jan. 24; Speechly, Mumford and Co., solicitors, Hall-street, Llanelli.

ROBERTS (Jno.), 17, Bury-street, St. James's, and of the Oxford and Cambridge, Middlesex, Esq. March 31; T. Webster, solicitor, 43, Lincoln's-inn-fields, London.

SEXTON (Helen), 8, Norland-square, Notting-hill, Middlesex, spinster. Feb. 31; Stone, King, and King, solicitors, 13, Queen-square, Bath.

SHANNON (Emily), formerly of Kilkenny, Ireland, afterwards of Fitzroy-square, Portland-street, Middlesex, but late of Bank House, Tenby, Pembroke, widow. March 25; Wills and Watts, solicitors, 55, Carter-lane, Doctor's Commons, London.

SIMON (John S.), Penny Bridge, Ulverston, Lancaster, gentleman. Jan. 16; C. G. Thomson and Wilson, solicitors, Finkle-street, Kendal.

SIMPSON (Mary), 310, Strutton-road, Manchester, widow. Feb. 25; George Rical, solicitor, 12, Brazenose-street, Manchester.

SMITH (Edmund), Huyton Park, Huyton, near Liverpool, gentleman. March 1; W. L. Banks, solicitor, 71, Lord-street, Liverpool.

SMITH (Edwin), 191, High-street, Cheltenham, ironmonger. Feb. 15; B. Wheeler, solicitor, 2, Ormond-place, Cheltenham.

SMITH (Sarah), Huyton-park, Huyton, near Liverpool, widow. March 1; W. L. Banks, solicitor, 71, Lord-street, Liverpool.

SMITH (Sarah Ann), late of King-street-gardens, and prior thereto of 196, High-street, Cheltenham, widow. Feb. 15; B. Wheeler, solicitor, 2, Ormond-place, Cheltenham.

STOREY (Henry), Milborne Port, Somerset, drillman. Feb. 15; Melmoth and Bartlett, solicitors, Sherborne, Dorset.

TINDALE (Betsy), 90, Stanhope-street, Liverpool, widow. Feb. 8; Hore and Monkhouse, solicitors, 5, Commerce-chambers, 15, Lord-street, Liverpool.

VAUGHAN (Hon. Edward C.), late a captain in the Rifle Brigade, and of 66, St. James's-street, Middlesex, and heretofore of Great Aberywith, Cardigan. Feb. 6; Tatham and Co., solicitors, 35, Lincoln's-inn-fields, Middlesex.

WAGGOTT (Robert S.), Leazes-lane, Newcastle-upon-Tyne, hide and skin broker. March 1; Keenlyside and Forster, solicitors, St. John's-chambers, Grainger-street West, Newcastle-upon-Tyne.

WALLINGTON (Geo.), 35, Bull-street, Birmingham, perfumer and fancy toy vendor. Feb. 1; Sargent and Son, solicitors, Argyle-chambers, Birmingham.

WARRING (Jno.), formerly of Otford House, Otford, Kent, but late of 13, Highbury-hill, Middlesex, gentleman. Feb. 9; W. H. Gatty Jones, solicitor, 7, Crosby-square, London.

WARREN (Wm.), Cambridge, Esq. April 4; Eadens and Knowles, solicitors, 15, Sydney-street, Cambridge.

WHITBREAD (Jas.), Aston-street, Birmingham, general furisher. Jan. 25; H. Band, 62, Aston-street, Birmingham.

WOODHAM (Wm. N.), Shepreth, Cambridge, Esq. April 24; Eadens and Knowles, solicitors, 15, Sydney-street, Cambridge.

WOOLEY (Geo. Boyle), formerly of Wood-street, London, straw hat hat manufacturer, and also formerly of 24, King Edward's-road, Hackney, Middlesex, Esq., but late of Melbourne Lodge, Carlton-road, Putney, Surrey, Esq. Feb. 14; Walters and Gush, solicitors, 3, Finsbury-circus, London.

YOUNG (Dame Frances S.), late of 53, Ennismore-gardens, Prince's-gate (formerly of 9, Prince's-terrace), Middlesex, widow. Jan. 11; M. and H. Turner, solicitors, 22, Sackville-street, Piccadilly.

## PROMOTIONS AND APPOINTMENTS.

**NOTE BENE.**—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

**MR. JOHN CHRISTOPHER BULL**, of the firm of Bull and Son, solicitors, Oswestry, has been elected Clerk to the School Board recently established in that town.

**MR. EDMUND GEORGE LAWRENCE** has been appointed a Commissioner to Administer Oaths in the Superior Courts of Judicature in England.

**MR. J. J. MOORE**, solicitor, of Newton Abbot, Coleridge, has been appointed by Lord Chief Justice Coleridge as Commissioner for taking the Oaths of Married Women for the county

## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

IN case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

WHERE articles expire between the 9th April and 22nd May 1877, candidates may be examined on the 24th and 25th April 1877; and if between the 21st May and 2nd Nov. 1877, may be examined on the 19th and 20th June 1877; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during January, must be enrolled and registered at the Petty Bag Office on or before the same days in the month of July next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of January, they must be produced and entered at the Law Institution on or before the same day of the month of April next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articulated students.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

WE were glad to be able, in our last issue, to chronicle the formation of two other law students' societies, namely, those at Bolton and at Leeds. The former society is fortunate in having for its president Mr. James Watkins, and moreover, it may be said to be established under the patronage of the Bolton Law Society. The rules of this new society are of a most exhaustive character, and will afford an excellent precedent for settling the rules of any other similar society.

NOTICES for the final examination, and notices for admission on the roll of solicitors can be renewed within one week from the end of the month, for which such original notices have respectively been given. For further information see the Regulations of November 1875.

IN our last issue we published a letter from the newly elected honorary treasurer of the United Law Students' Society, in which he very properly points out the chief reason why the society so very seldom discusses questions of a strictly legal character, and which omission he recently took occasion to notice somewhat adversely. The explanation, which points to that which amounts to a misfortune, is perfectly satisfactory, and the question presents itself, what can or ought to be done in order to place at the disposal of the members of this society such a law library as would enable them to debate pure questions of law. If the society is to become the owner of a sufficiently good law library, it must in any case be a question of time before this can be accomplished. We feel strongly that an application should be made to the Council of the Incorporated Law Society for leave to hold the meetings of the society at the Law Institution, and to make use of the library there. It is not because the council is already the patron of one of the oldest and best law students' societies in London (the Law Students' Debating Society) that therefore it will be unwilling to give assistance and encouragement to any other similar institution seeking its countenance and support.

## COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM 1877.

PROSPECTUS OF THE LECTURES OF THE PROFESSORS.

THE Professor of Jurisprudence and Roman Civil Law will, during the ensuing educational term, deliver a course of about twelve public lectures on—

## Constitutional Law and Legal

First lecture on this subject will be Tuesday, 23rd Jan. 1877, at eleven a.m. The subsequent lectures on this subject delivered on Tuesdays and Wednesdays same hour.

## Equity.

The Professor of Equity will deliver ensuing educational term, fourteen lectures on Equity, as applied—

I. To Partnerships and Part accounts.

II. To the Raising of Portion Charges on Land.

The first lecture on this subject will be on Friday, 12th Jan. 1877, at 4.15 p.m. The subsequent lectures at the same hour on Fridays during the term.

## Law of Real and Personal Property.

The Professor of the Law of Real Property will deliver, during the ensuing Educational Term, twelve public lectures on the subject:

On Prescriptive Rights, including Common.

First lecture on this subject will be Saturday, 13th Jan. 1877, at 3.15 p.m. The subsequent lectures on this subject delivered on Tuesdays at 4.15 p.m., and on Fridays at 3.15 p.m.

## Common Law.

The Professor on Common Law, during the ensuing Educational Term, will deliver public lectures on

## Criminal Law.

First lecture on this subject will be Monday, 15th Jan. 1877, at 4.15 p.m. The subsequent lectures will be on Mondays and Thursdays at the same hour.

## UNITED LAW STUDENTS' SOCIETY.

### REPORT OF THE COMMITTEE FOR

IN presenting their report for the year, your committee are glad to be able to state the society on its increased progress and extended influence. The society's position is highly satisfactory, as will appear from the treasurer's report, and the number has been largely augmented.

Seventy new members have been added since Jan. last: an analysis of the roll of this number six are barristers, fourteen are Bar students, twelve are articled clerks, and one is a gentleman eligible under the rules for election at present connected with either the Law or the Profession. Your committee regard as affording the best evidence of the success of their efforts to bring together members of the Profession for the purpose of instruction and improvement which affords.

The society has held during the seven weekly meetings, which have been attended, the average attendance has been four, but your committee would greatly desire to impress upon members the importance of a regular or frequent attendance at the meetings of the society, as your committee are convinced that members will derive much intellectual pleasure therefrom, and as the society in a great measure depends for its support it receives by the presence of members at the meetings.

During the year the society has added to many legal subjects, a legal question that has engaged the public, including questions on the Law of Personal and Real Property, in cases of intestacy, the system of usury, the constitution of the Finance Bill, the office of coroner, the Mr. Macdonald's Bill for rendering more for the negligent acts of their servants, injury to fellow servants, the Act, the present law as to suicide, treatment of habitual drunkards, the learned professions to women, and the Question. The selected subjects have every instance, evoked much discussion and given rise to very instructive debates.

The annual inaugural meeting of the society took place at Clement's-inn Hall on 12th Jan. last, under the presidency of Vernon Harcourt, Q.C., M.P., who was by Sir Frederick Pollock, Bart.; M. Cookson, Q.C., the honorary standing of the society; Mr. W. Gordon, M.P. Sheldon Amos, and other gentlemen. The meeting was largely attended, and the aims of the society were warmly supported by the learned president and his colleagues, who offered advice of much value and interest to the members of the society.



he 22nd March, at one of the society's meetings, Mr. F. T. Bircham, a former at and one of the council of the Incorporated Law Society, took the chair. The subject of this occasion was the principle of rwood's Bill on the remuneration and re- lity of barristers, which was then before use of Commons, and after an exhaustive ion, a resolution in favour of the principle ill was carried by a large majority. The society's annual dinner took place at the on the 19th July. The chair was taken J. T. Davies, a member of your com- and the dinner was a success in every

legal correspondence department of the has met with continued success, and as its presents a separate report, your com- need do no more than recommend this ent to all the members of the society who already members of the department, as an e and important means of acquiring legal onal improvement.

committee have great pleasure in report- t the general correspondence department as started in the early part of the year has a success that justifies the expectations rojectors and supporters. The secretary epartment also presents a separate report. number of societies in union with this has during the year considerably increased, fact is, in the opinion of your committee, noe of the continuance and growth of the e of our society among law students in the . A separate report is presented by Mr. hon. secretary for the societies in union. committee regret that the society has lost Round, who has left London to reside in npton, the energetic and indefatigable y of this department, whose exertions rgedly conducted to its success.

'Davis Prize,' given annually for the best n an appointed subject, was this year d to Mr. E. C. Rawlings, the subject eing "The best System of Land Trans-

committee notice with pleasure that members of the society have during r distinguished themselves in various examinations. Mr. Kershaw, a student of le Temple, gained a studentship of the 100 guineas, given by that Inn; Mr. Verity was awarded the prize of the ble Society of New Inn; Mr. Charles E. e of the prizes of the Incorporated Law ; and Messrs. E. W. Burrows and Oliver s, B.A., certificates of merit at the final tion of the Incorporated Law Society, at hey were respectively examined; Messrs. lis and W. Shirley Shirley each obtained ee of B.A., and Mr. E. Dean that of . (a)

g the year a suggestion has been made for blishment of a Law Library and a Reading e connection with the society. Your com- annot too highly commend the suggestion, y trust that before long the society will ed to form a Library which will be worthy ocity and of practical use to its members. blishment of a reading room is a matter n the opinion of your committee, requires ation but they see no reason why a valu- usefull library should not be provided if nbers of the society and the profession y are disposed to assist in furthering so object.

committee in conclusion sincerely hope society will for many years continue its of prosperity and usefulness.

society will resume its meetings at Cle- on Hall, Strand, on Wednesday evening, inst.

### Queries.

EDIATE EXAMINATION.—If an article clerk present himself for this examination within months after the expiration of one half of the is articles, what is the effect, and can he after- sent himself, and if so, within what time, and re be obtained?

L. E. LEGIS.

ation should in the first instance be made to tary of the Law Institution, for a student can- resent himself for examination without leave ined.]

as articulated on 14th Oct. 1876, for five years; be earliest date I can go in for my Intermediate ion? F. K.

1879.]

INARY EXAMINATION.—The subjects for the ary Law Examination include two special her of classics, or modern languages. Can you e if the examiners expect the candidate to be

ce this report was presented the Honour List incorporated Law Society for the final examina- in November last has been issued, in which he names of two members, Mr. W. T. Rogers, awarded the prize of the Hon. Society of Inn, and W. Percy Pain, one of the prizes of orated Law Society.

prepared to answer questions on the grammar of the text, and also the subjects to which the text may allude, or do they simply want a tolerably fair translation of the special book into English? For instance, would the examiners require a knowledge of Roman customs, biography, &c., in any of the Latin books they appoint to be taken up for examination; or again is it necessary to know the idioms and peculiarities of any language in order to pass successfully in it? PRELIMINARY.

[We believe that, so far as the two languages are concerned, it is only necessary to accomplish a fair translation of the passage taken from the two books selected by the candidate, but you should apply to the secretary of the Law Institution.]

ADMISSION ON THE ROLL.—Will you inform me whether a clerk articulated on the 3rd January could gain admission in the month of January in which his articles expired? Of course if the date fixed for admission was prior to the expiration of the articles, the candidate would have to wait till April, but I should think it unlikely that the day for admission would be earlier than the 23rd of January. Your opinion, however, on the point will be esteemed a favour. M. N.

[Admission can now be obtained at any time after expiration of articles and passing the Final examination, provided the applicant is 21, and the necessary notices have been given.]

## COMPANY LAW.

### NOTES OF NEW DECISIONS.

RESOLUTIONS TO DIMINISH CAPITAL BY BUY- ING UP SHARES.—ULTRA VIRES—ACTION BY SHAREHOLDER—FORFEITURE OF SHARES.—The shareholders of a company passed a special resolution authorising the directors to expend a large portion of the company's assets in purchasing the shares of those shareholders who desired to with- draw from the concern, the avowed object of the resolution being to effect a gradual winding-up of the company. The articles of association con- tained no clause authorising any such diminution of the company's assets, but contained a clause em- powering the directors, with the sanction of a general meeting, to forfeit the shares of any share- holder who directly or indirectly commenced or carried on any action against the directors or the company. A shareholder having com- menced an action against the directors and the company to restrain the carrying out of the above resolution, his shares were for- feited. Held, that the resolution was ultra vires, and that it was the duty of the shareholder to prevent the directors from carrying it into effect. Held, also, that the forfeiture of the shares did not deprive the shareholder of his right to prevent the application of the company's assets to an illegal purpose: (*Hoppe v. The International Financial Society*, 38 L. T. Rep. N. S. 623. V.C.B.)

## MAGISTRATES' LAW.

### NOTES OF NEW DECISIONS.

HIGHWAY—CONSTRUCTION OF PRIVATE CUL- VERT—REMOVAL OF NUISANCE—PROSECUTION OF SURVEYOR FOR "MALICIOUS INJURY"—WHAT IS "REASONABLE SUPPOSITION OF RIGHT."—The appellant as surveyor of highways had put down a pipe under the access from the highway to the dwelling house of the respondent. In order to improve the access to the house, the respondent took up the pipe and substituted a culvert of larger dimensions, thereby raising the level of the access and making the highway less commodious. The appellant removed, and in removing damaged the culvert, whereupon the respondent summoned him before justices for a malicious injury to property. The justices con- victed the appellant. Held, upon a case stated un- der 20 & 21 Vict. c. 43, in which the justices found

(inter alia) that the appellant had not acted under a reasonable supposition of right, that the con- viction was wrong: (*Denny v. Beverley*, 35 L. T. Rep. N. S. 628. Div. App. Ct.)

## EXTRAORDINARY FRAUD ON A LICENSED VICTUALLER BY AN "ACCOUNTANT."

At the Middlesex Sessions, Clerkenwell, William Frederick Stephens, alias Swainson, of 5, Arundel- street, Strand, "accountant," was indicted for stealing, as a fraudulent bailee, three sums of £50, £30, and £11 3s. 8d., the moneys of Mr. William Sumpton.

Croome, instructed by Boyes, of Barnet, prose- cuted, and stated as follows: The prosecutor was until recently the tenant of the Crown Inn, Pinner, in the trade of Messrs. Clutterbuck, brewers, Stanmore. In July 1875, being pressed by his distillers, Messrs. Bishop and Co., to give them security for the balance of his account, and having no solicitor, his eye was attracted by an advertisement in *Lloyd's Weekly News*, which read thus: "Tradesmen and others in difficulties should consult Mr. Swainson, of 6, Guildhall- chambers, City, who obtains for embarrassed debtors residing in town or country immediate protection of person and property without bank- ruptcy, suspension of business or publicity, and entire release from all debts; divorce and probate cases conducted, bills of sale prepared. Charges payable by instalments, loans negotiated." Mr. Sumpton placed himself in the prisoner's hands, who acted as his solicitor in the giving of a bill of sale to Bishop and Co. In October last Sumpton was leaving the Crown Inn, and just after the change paid to the prisoner the sums charged in the indictment, amounting in all to £91 3s. 8d., the total due on the bill of sale, the prisoner promising to take the money the same day to Bishop and Co.'s solicitors and pay off the bill of sale. Instead of this he only paid £50, and Bishop and Co. threatened to seize the goods at the Crown, which the incoming tenant (a Mr. Sheen) had bought and paid for. Before doing this Bishop and Co. wrote Messrs. Clutterbuck, the owners of the Crown Inn, who put the matter into their solicitor's (Mr. Boyes') hands, which led to the discovery of the facts stated, and the result was that Mr. Sumpton had, in order to prevent a seizure at the Crown, to pay over again the £41 3s. 8d. he had previously paid the prisoner, and upon this Messrs. Clutterbuck had taken the matter up, and determined to prosecute on public grounds. At an interview between Mr. Sumpton, Mr. Boyes, and the prisoner, at the latter's office, the prisoner said the money had all been paid over, and upon being told that his name did not appear in the Law List, he owned it did not, and then gave the name of Stephens, and said there were lots of solicitors in London whose names were not in the Law List, who were just as respectable as those whose were in it. The prisoner was shortly afterwards arrested and taken before Mr. Vaughan at Bow-street, where he was committed for trial, his solicitor, Mr. Goatley, reserving his defence.

The prisoner, after raising certain objections to the form of indictment, at length pleaded guilty to stealing the £41 3s. 8d., and expressed his sorrow for the manner in which he had wronged the prosecutor.

The DEPUTY JUDGE, addressing him, said he was evidently a person of superior education and ability, who well knew the nature of what he was doing. He had availed himself of that position with the help of the advertisement to entrap the unwary and rob them, and for which he must be sentenced to nine calendar months' imprisonment with hard labour.

## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover .....	Monday, Jan. 8 .....	W. W. Ravenhill, Esq. ....	10 days .....	Thomas Lamb.
Barnstaple .....	Monday, Jan. 8 .....	Charles Jerom Murch, Esq. ....	3 days .....	J. H. Toller.
Bideford .....	Saturday, Jan. 6 .....	Charles Jerom Murch, Esq. ....		James Rooker.
Birmingham .....	Monday, Jan. 8 .....	A. R. Adams, Esq., Q.C. ...	14 days .....	T. E. T. Hodgson.
Bolton .....	Thursday, Jan. 11 .....	Samuel Pope, Esq., Q.C. ...	10 days .....	John Gordon.
Bury St. Edmunds .....	Monday, Jan. 8 .....	John Tozer, Esq. ....	14 days .....	James Sparke.
Carmarthen .....	Monday, Jan. 8 .....	B. T. Williams, Esq., Q.C. ....	10 days .....	John H. Barker.
Chester .....	Monday, Jan. 8 .....	Horatio Lloyd, Esq. ....	14 days .....	John Walker.
Colchester .....	Friday, Jan. 12 .....	F. A. Philbrick, Esq., Q.C. ...	8 days .....	John S. Barnes.
Gloucester .....	Tuesday, Jan. 9 .....	C. S. Whitmore, Esq., Q.C. ...	7 days .....	Francis W. Jones.
Grantham .....	Tuesday, Jan. 9 .....	J. S. Dugdale, Esq. ....		H. Beaumont.
Great Yarmouth .....	Monday, Jan. 8 .....	Simms Reeve, Esq. ....	14 days .....	Isaac Preston, jun.
Guildford .....	Monday, Jan. 8 .....	J. Morgan Howard, Q.C. ...		John L. Capron.
Hastings .....	Friday, Jan. 26 .....	Robert Henry Hurst, Esq. ...	Statutory .....	George Meadows.
King's Lynn .....	Thursday, Jan. 11 .....	D. Brown, Esq., Q.C. ....		T. G. Archer.
Lichfield .....	Thursday, Jan. 11 .....	H. W. Cripps, Esq., Q.C. ...	8 days .....	Chas. Simpson.
New Windsor .....	Friday, Feb. 2 .....	A. M. Skinner, Esq., Q.C. ...	10 days .....	Henry Darvall.
Nottingham .....	Tuesday, Feb. 6 .....	Richard Wildman, Esq. ....	1 day .....	Arthur Wells.
Penzance .....	Friday, Jan. 12 .....	Wyndham Slade, Esq. ....	8 days .....	John P. Milton.
Southampton .....	Monday, Jan. 8 .....	Thomas Gunner, Esq. ....	14 days .....	Edward Coxwell.
Sudbury .....	Wednesday, Jan. 24 .....	Thomas H. Naylor, Esq. ...	14 days .....	Robert Ransom.
Tenterden .....	Wednesday, Jan. 10 .....	Francis Russell, Esq. ....		Stephen Weller.
Wenlock .....		Thomas S. Pritchard, Esq. ...	14 days .....	Edward B. Potts.
Wigan .....	Wednesday, Jan. 24 .....	Joseph Catterall, Esq. ....		Thomas Heald.
York .....	Monday, Jan. 8 .....	E. P. Price, Esq., Q.C. ....	14 days .....	J. Wilkinson.



## REAL PROPERTY AND CONVEYANCING.

### NOTES OF NEW DECISIONS.

**REPRESENTATION—TRUST MONEY—FOLLOWING MONEY INTO LAND—STATUTE OF FRAUDS—SOLICITOR AND CLIENT.**—Money was advanced to a solicitor by A. for the purpose of being invested on mortgage security. The solicitor wrote that he had invested the money on mortgage to Messrs. M. on leaseholds in Camden Town, and that A. was receiving interest at the rate of 5 per cent. The solicitor, in fact, subsequently to this, advanced large sums on mortgage to Messrs. M., but no specific mortgage was made in favour of A. The draft, however, of a mortgage for the sum advanced in favour of A. was found unexecuted after the solicitor's death. The solicitor had died insolvent. A. applied that a sum equal to the sum advanced by him should be paid to him out of a large fund in court representing the moneys advanced by the solicitor to Messrs. M. Held, that the solicitor was bound by his representation; that the money was trust money, and that A. ought to be paid in priority to the general creditors: (*Middleton v. Pollock*; *Ex parte Weatherall*, 35 L. T. Rep. N. S. 608. Chan. Div.)

**DEED—CONSTRUCTION—BONDS DRAWN FOR PAYMENT BUT UNPAID—INTEREST—PRIORITIES.**—Railway contractors issued a public loan secured by mortgage of their railways, and concessions, in bonds bearing 7 per cent. interest, redeemable in ten years by semi-annual drawings, at each of which drawings at least 5 per cent. of the loan was to be paid off. By clause 15 of the mortgage deed the trustees were to apply the residue of the moneys come to their hands, first, in payment of arrears of interest actually due on outstanding bonds; secondly, in redemption of any such bonds as ought to have been redeemed at the previous drawing but were not so redeemed; and thirdly, in payment of future interest and future redemption of bonds. The plaintiff, the holder of bonds which had been drawn for payment, but were unpaid, sought to recover interest on the bonds from the time at which they were drawn for payment, until payment. Held, that he was not so entitled, and that he could not recover at law by an action on the bond under 3 & 4 Will. 4, c. 42, s. 28: (*Gordillo v. Weguelin*, 35 L. T. Rep. N. S. 609. Chan. Div.)

**WILL—REAL ESTATE—CLASS GIFT—LAPSE—TITLE.**—A testator devised real estate to brother's children who should be living at his decease or who should have died leaving issue living at his decease as tenants in common. Four of the children of testator's brother survived testator, and one had died leaving issue living at testator's death. On a sale, it was objected by the purchaser that a good title could not be made to the whole of the property, as one undivided fifth part was either vested in the issue of the child who had died or had lapsed to the testator's heir-at-law, as under a partial intestacy: Held, following and approving *Fell v. Biddolph* (32 L. T. Rep. N. S. 864; L. Rep. 10 C. P. 701), that this was a class gift; that the class to take were those who were capable of taking; that there was no lapse for the heir-at-law, but the four surviving children took the whole, and could give a good title to a purchaser: Remarks on *Shaw v. MacMahon* (4 Dr. & War. 481), and on *Fell v. Biddolph* (32 L. T. Rep. N. S. 864; L. Rep. 10 C. P. 701): *Coleman v. Jarrom*, 35 L. T. Rep. N. S. 614. Ch. Div.)

**CHARGING ORDER—JUDGMENT DEBTOR.**—The liquidator of the B. Co. obtained a charging order on the 24th Oct. 1876, against C. on certain stock of the O. Co. standing in the name of C. The stock had been lent to C. by his father, merely to qualify him to be a director of the O. Co. On the 17th Oct. C. had retransferred the stock to his father, but the transfer was not registered till the 24th Oct. On the application for the charging order, notice was given to the liquidator that the stock belonged beneficially to the father. C. moved to discharge the order. Held, independently of the question of notice, that the stock was not standing in C.'s name in his own right, within 1 & 2 Vict. c. 110, s. 14. Order discharged: (*Re Blakely Ordnance Company* (*Coates's case*), 35 L. T. Rep. N. S. 617. Ch. Div.)

**WILL—CONSTRUCTION—POWER—EXCLUSIVE OR NON-EXCLUSIVE POWER.**—A testatrix after giving a life estate to a daughter in a certain fund, gave her a power to appoint the fund, "to and amongst (the testatrix's) other children or their issue in such parts, shares, and proportions, manner and form as her said daughter . . . should by deed or will appoint." Held, that this was an exclusive power and was well exercised by an appointment to one only of its objects to the exclusion of the rest: (*Waite v. Robinson* (2 Sim. 43) disapproved in *Stolworthy v. Soncroft* (10 L. T. Rep. N. S. 262): *Re Veale's Trusts*, 35 L. T. Rep. N. S. 612. Chan. Div.)

**STATUTE OF FRAUDS—PAROL PROMISE TO GIVE A HOUSE.**—A., whose daughter was about to marry B., verbally promised them that he would give them a leasehold house as a wedding present for his daughter. A. had recently purchased the house, which was subject to a charge in favour of a building society. Immediately on the marriage B. and his wife entered into possession and remained there until A.'s death, they paying the ground rent, rates and taxes. No rent was ever demanded by A. A. died shortly afterwards intestate, at which time there was still 110l. owing to the building society. Held, that the entry into possession by B. and his wife was a part performance sufficient to take A.'s verbal promise out of the operation of the Statute of Frauds, and that B. and his wife were entitled to an assignment of the house and to have the balance due to the society paid out of the intestate's estate: (*Ungley v. Ungley*, 35 L. T. Rep. N. S. 619. Chan. Div.)

## BANKRUPTCY LAW.

### LEEDS COUNTY COURT.

Thursday, Dec. 21, 1876.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Re REAY HURST and G. E. HURST.

*Liquidation—Partnership property—Disposition by one partner for private purposes—Bills of sale—Transactions with money lenders.*

In this case some curious facts were elicited with reference to a young tradesman at Leeds and his money-borrowing dealings.

Bond made an application concerning certain goods which had been seized in the estate of the debtors. He applied that these goods should now be delivered up to the trustee as having been given by one partner without the knowledge of the other for private purposes; and also that certain bills of sale given by the younger of the two debtors upon the partnership property should not be sustained.

Pullan appeared for the respondents, George Payne (Manchester), George Noble (Leeds), George Morris (Leeds), and J. W. Bradbury (Leeds), money lenders.

Bond said his case was simply this—that the goods seized were joint property, and that the junior member of the firm, George Edward Hurst, had been foolish enough to give these bills of sale, or whatever other securities there were, over the property, which was joint property.

His HONOUR said that if there was a partnership it was well known that one partner could not pledge the goods of the partnership for his private debts.

George Noble was then called and examined. He said he was an agent in Leeds for different people who lend money. He had had dealings with the younger debtor, but only as an agent.

Pullan.—Really and truly Mr. Noble is only agent for a person named Payne, to whom the bill of sale was given by the younger debtor.

Noble.—I am agent for several other parties as well.

Pullan.—Mr. Noble never took security of any kind whatever himself.

His HONOUR.—You say you were agent for money lenders, among others George Payne, of Manchester?

Noble.—Yes.

Pullan.—And whatever dealings you have had with either of the Hursts has simply been as agent for Payne?

Noble.—Nothing of my own, nothing whatever. (Laughter.)

His HONOUR.—Tell me what your dealings were.

Noble.—Well, a young gentleman named George Edward Hurst came and applied to me to—

Pullan.—When was that?

Noble.—Can't remember.

His HONOUR.—You cannot remember the date of the bill of sale, and you an agent!

Pullan (handing the bill of sale to witness): Will you be able to tell when you refer to the bill of sale? Refresh your memory.

Noble (examining the bill).—This bears date Aug. 25th last; it would be a few days before when he applied to me. A friend of his made the first application, and then he called himself.

His HONOUR.—What was the amount?

Noble.—£32 10s., at 5 per cent. He signed the application papers, which I sent to Mr. Payne, who sent the money and that document, the bill of sale. I then sent for the young man to my place of business, to receive the money, sign the bill of sale, and that ended the whole transaction.

His HONOUR (referring to the bill of sale): But I see here that on the 25th Aug., the same date, Mr. George Payne writes a note—perhaps it is private and confidential—o this effect:—

SIR,—You are requested to observe that the bill of sale about to be signed by you makes the whole sum

borrowed by you, or the balance thereof, immediately on demand, and notwithstanding a ment between us that the money should be instalments at any period. It is neither my is it my intention to take any unfair advantage power thus granted to me, but it is advisable should have special notice of the power on the document you are going to sign.—Recd of the above notice this 25th day of Aug. Signed, GEORGE EDWARD HURST. Witness Noble.

(Laughter.)

Pullan.—Well, your Honour, there is cealment about the matter there! All he "I let my money, and if people choose to or purchase it, they must pay my terms."

Bond.—And, of course, one would say more fools they." (Laughter.)

Noble.—Everything is straightforward honourable. (Laughter.)

His HONOUR.—What? (Laughter.)

Noble (resuming his examination) said the first instance Hurst, jun., sent a young named Smithson to apply to him for his but he requested Smithson to send the bill himself.

Pullan.—Did you know the shop that occupied at that time.

Noble.—Very well; George Hurst's name over it.

Pullan.—Now, was there anything to in that it was a partnership concern?

Noble.—Nothing to my mind. In reply further questions, Noble stated that G. Edward Hurst went to see him about the Aug. He said that he had come to borrow money, and they had a talk about the sum after which he signed the usual application. The amount was £24 or £25. Witness him what business he was in, and where had the shop at the top of Briggate. I said that it was his shop; that nobody had control whatever over the goods in it, any deed of partnership, marriage settle or bill of sale. He also said that shop had been taken by his father upon a from the landlord. Witness said to him who made this statement, "Do you really that?" and he replied, "I was a witness signing of the deed by my father." He said that he wanted a lease of the shop himself the landlord refused to let him have it, and fore it was taken for him by his father. The plication which was then signed by him was forwarded to Manchester.

Bond asked for its production. Pullan said it was in Manchester. Whilst Bond and Pullan were conversing respecting notice having been served to produce documents bearing upon the case, Noble interposed with.—"I am sure Mr. I will not disown his own signature." (Laughter.) Continuing, Noble said that he forwarded with the application to Manchester a copy the valuation of the stock, &c., and in the of a few days the bill of sale and the cash down to hand over to Mr. Hurst.

Pullan.—What was the amount you agreed to lend him?

Noble.—£24 in cash, to be paid back at the of 25s. per week for twenty-six weeks.

That was the consideration you were to for the advance?

Noble.—If at the end of that time he repaid all, he would have to pay an add 5 per cent. so long as it remained unpaid. I paid ten weeks towards it.

His HONOUR.—I see that the bill of sale has been registered.

Pullan.—These bills of sale are never tered, your Honour; it might affect the case some. (Laughter.)

Noble.—We don't register them.

Pullan.—It is not customary for money to register them; they find an unregistered sale a much greater security than a registered one. (Laughter.)

In reply to further questions by Pullan, said he had never levied on the bill of sale went to the shop of the Hursts, and he closed and the goods removed. He then v Cromack and Burton's, auctioneers, and that a seizure had been made and the goods moved. As a matter of fact, this bill of sale never been put into execution.

Bond.—The young man Smithson who upon him in the first instance was connected an evening newspaper in Leeds. The elder had been in the shop on two or three occasions when he went to see the son about the of the instalments. He had often visited the

Bond.—On your oath, do you mean to say to us that the name over the door is not "J and Co.?"—It may be now, or it might be

Bond.—It has never been changed; it is now.

His HONOUR.—Do you mean to state man of business such as you are, to whom man comes to borrow money, and who goes

and values the goods for the purpose of lending, would not of course carefully name the name over the shop front?

de.—I did not do so; if I had the slightest about a man I would not advance him a penny. I have no risk; I don't lose a penny in

HONOUR.—Are you not the agent of Payne, you not run a risk of losing something by tinging your duty?

de.—I think not. I have had no trouble in cases, and I have lent something like £5000 last five or six months.

d.—Now, what rate per cent. did you ask for the loan of this money?

de.—I did not ask him any rate per cent. as scholar, and could not calculate interest.

HONOUR.—Not a scholar, and cannot calculate interest!

de.—said that Noble was merely the agent in tter; his principal in Manchester fixed the d terms.

de.—repeated that, with all due deference to rt, he could not calculate the interest if he beraly paid for it. (Laughter.)

HONOUR.—"Where ignorance is bliss"—ter.)

de.—"Tis folly to be wise." (Great r.)

de.—I see you thoroughly know the quota-nd its application. (Laughter.)

de.—said that although he could not calculate t, he had done a bit of discounting for all nd had got as much as 150 per cent. for it. Id get much more for discounting bills than lls of sale.

de.—asked if the father ever saw his son pay the instalments?

de.—said he could not say. He had gone to p several times, and when the father was son would say to him, "You stop in a bit; just going out to have two pennyworth of (Laughter.) When he (Noble) found out romaok had got the goods, he went round other parties, and on inquiry he found that l of sale on behalf of Mr. Payne was before ber on the list, so he gave him notice to feet.

de.—Edward Hurst said he had been carry-business as a draper in Briggate since the b. last. The name over the shop was "J. and Co."

de.—Have you been in partnership with to participate in the profits of the busi-There have never been any profits to par-in. (Laughter.) His father had lent him bout £235 since he commenced business. l borrowed money from Noble, Newbound, and Co., and Bradbury and Co. In the Morris and Co., he actually borrowed the from Henry Cohen.

de.—explained, in answer to His Honour, rry Cohen carried on business as "Morris"

de.—He then read a statutory declaration, he debtor (Hurst, jun.) had signed for a £25, and in which he stated that his es did not exceed £200, and his assets were value.

de.—asked witness if he did not sign this a commissioner.

de.—replied that he did—before Mr. Charles at. He could not say whether he was f he had read the declaration over before edit. (Laughter.)

de.—said his Honour would see that money were so often swindled by the public that are obliged in self defence to take extraor-precautions. (Laughter.)

HONOUR.—Well, I think they know pretty ow to look after themselves. I do not hey can be charged with neglect of duty. ter.) They are the curse of a commercial ; they induce false credit amongst trades-well as amongst others, cheating *bona fide* rs. You must not claim credit for them me Mr. Pullan.

de.—was afraid his Honour had a prejudice tipathy against money lenders.

HONOUR.—hoped not against the individuals; t the system, however, he undoubtedly had ipathy. Here they had a case of a person g documents without knowing their con-and in doing which, perhaps, he might rendered himself liable to be indicted for Y.

de.—an had no doubt that, if the commis-before whom the witness had made the ory declaration had been in court, he would old them that he read it over to him.

de.—witness said he had signed so many papers he commencement of his difficulties that he could not remember all of them.

HONOUR.—afterwards remarked that the young emed to swear to anything put before him. ally did not seem to know what the nature oath was except it was for something he

wanted. He swore to affidavits the contents of which he did not seem to know, nor did he seem to think of the consequences; if he did, he apparently did not care.

Bond (to witness).—What did you do with the money you raised upon these bills of sale; did you use it for partnership purposes or purposes of your own? For purposes of my own.

Well, what did you do with it? Lost it in betting.

You gambled it away, that is the long and short of it, is it not? Yes.

His Honour said that if the witness was to be believed, there was no partnership. A jury might decide that, however. Mr. Bond must show that there was a partnership. The onus lay upon him to establish the fact. The evidence this young man had given in the witness-box had been such as might have subjected him to a double prosecution for perjury, and for which he might have been convicted and sentenced to seven years' penal servitude.

Pullan asked his Honour to dismiss the case with costs and discharge Mr. Noble. He and others had been dragged into court for something that they had never done, and he therefore thought they should be discharged from the proceedings.

His Honour asked how Cromack got possession?

Pullan replied, under a bill of sale given by Bradbury and Newbound.

Witness.—There was no money due to Newbound or Bradbury.

Pullan.—Either Newbound or Bradbury took possession under a bill of sale, and your Honour will find that neither Payne, Cohen, nor Morris had anything to do with the seizure.

His Honour thought that a jury would take a more practical view than he could. He had his own views upon the subject, which might be unjust.

After some further conversation, His Honour said that he had decided to direct an issue to be tried before a jury, whether the debtor at the date of the respective bills of sale, namely, the 25th and 26th Oct., and the 7th Nov. 1876, was in partnership with his father, and whether the goods mentioned in the bills of sale, purporting to be assigned thereby, were the goods of that partnership. He also directed that the goods which had been seized, and were now deteriorating in value, should be sold, and the proceeds brought into court.

On the application of Pullan, the motion against Noble was dismissed without costs.

# SWANSEA COUNTY COURT.

(Before Mr. FALCONER, Judge.)

Re ESSERY; *Ex parte* HOLLAND.

Bankruptcy—Assignment of a contract without notice to the person being supplied under the contract with the goods.

C. H. Glascoine appeared for Holland; W. R. Smith for the trustees.

His Honour said:—William Holland, of Llanelly, in Carmarthenshire, an earthenware manufacturer, agreed with Mr. W. A. Essery for the sale to him of 30,000 fire bricks, at 72s. 6d. a thousand for Messrs. Henry Bath and Sons. They were to be delivered in a barge alongside a vessel at their wharf for shipment. The affidavit of Mr. Holland states that after he had an acceptance of the said W. A. Essery returned dishonoured, but before he was aware of his position he called his attention to the fact that he then owed to him a large sum of money, and he arranged with him that the sale should not be to him but to the said Messrs. Henry Bath and Son through him, and that he (Holland) should invoice the goods to them direct. The delivery was proceeded with on these terms, and an invoice was made out to present to Messrs. Bath as soon as the delivery should be complete. Messrs. Bath and Co. were not made aware of this arrangement, and have declined to acknowledge Holland in the matter. The necessity of giving notice of any such intended assignment of such a contract was established in the case of *Cooke v. Hemming* (L. Rep. 3, C. P. 334.) In that case one Read contracted to supply meat to an asylum. Being unable to carry out the contract, he assigned it to one Hemming, who delivered his own meat in Read's name. The asylum had no notice of the assignment, and were not aware that the contract was being performed by Hemming. Then the contract being put an end to by the asylum committee, and Read becoming bankrupt, the assignees of Read claimed the sum due for the meat as being "goods and chattels" in the order and disposition of Read at the time of his bankruptcy as reputed owner with the consent and permission of Hemming, the true owners within the 125th section of the Bankruptcy Act 1849 (12 & 13 Vict. c. 106). It was held by Bovill, C.J. Byles and Keating, JJ. that the debt passed to the assignees. The late Mr. Justice Willes, in a very able argument, contended that as the meat never had been in Read's possession, the debt which resulted from the

supply to the asylum, although apparently by Read, was not a debt at the time of the bankruptcy with the consent of the true owner in the possession order or disposition of Read, but he was overruled. The facts of the case were similar to those now before me. The bricks Holland was to supply to Essery for Messrs. H. Bath and Sons it was agreed between Holland and Essery should be supplied to and invoiced to Messrs. Bath and Sons. Notice of this agreement was not given to Messrs. Bath and Sons. The consequence might have been that the debt might have passed to the trustee of the estate of Essery. In giving judgment in the case cited, the Court of Common Pleas dwelt on the necessity of giving notice to debtors on the assignment of debts due from them to creditors, and numerous cases are cited by Griffiths and Holmes and Archbold's Bankruptcy, 455, to this effect. Goods and chattels include debts (L.R. 3, C.P. 343), and it was asked, "how is a true owner to prevent reputed ownership otherwise than by notice to the person who is under liability in respect of the chattel?" The cases, also, on the importance of giving notice to the debtor on the assignment of the debt due from him are also those: *Dean v. James* (1 Add. & Ell. 807); and *Jeffs v. Day* (L. R. 1 Q. B. 372), when the defendant pleaded that he had assigned the debt to D. and Co., who gave notice, and that the assignment was in force, and it was held the plea was good. Willes, J., in the case cited, contended that we should consider those were the goods in respect of which the claim was made, and he spoke with much urgency when he said that if the assignee succeeded, the proceeds of Hemming's goods (the meat directly supplied to the asylum) would be confiscated to pay Read's creditors, though Read never had the meat. The second point in the case before me is that the bricks were delivered to Messrs. H. Bath and Sons, on Friday, 21st July 1876, and Saturday, 22nd July, and that the delivery commenced at eleven o'clock on the 21st July. In the joint affidavit of David Lewis and John Lewis, of the Primrose Coal Wharf, Swansea, they say that this wharf, in the month of July, was occupied by W. T. Holland, of the Ynismudw Works, and that they take charge of his goods when brought down by barge into the canal; and they remember the arrival of six barges from Ynismudw to Swansea on the 20th, 21st, and 22nd July. Two arrived on the evening of Thursday, the 20th, and they took possession of them, and they remained in the canal that night. On the morning of Friday, the 21st July, they took the barges through the Harbour Trust Lock from the canal and into the North Dock about ten o'clock a.m., and took them to the premises of Messrs. Bath. They were taken by T. Pountner, the foreman, for discharge, who took possession of them for Messrs. Bath about eleven o'clock on the morning of 21st July. The next two barges came down the same day, and were handed over to Messrs. Bath between two and three o'clock in the afternoon. The petition of the liquidator-debtor seems to have been filed between ten and eleven o'clock of 21st July. Holland also says that he saw W. A. Essery on Friday, 21st July, at about twelve o'clock a.m., but he did not say that he had filed his petition. After the bankruptcy the delivery of the bricks appears to have been made; that is, after the filing of the petition. The receiver claims £102 0s. 6d. on account of the bricks. If the argument of Willes, J., on the general question prevailed, Holland would be entitled on his general claim; but in that case [page 342] the majority of the judges of the Court of Common Pleas said: "Until bankruptcy the officers of the asylum had no notice or knowledge that the defendant, Hemming [who supplied the meat], was entitled to the money which would become payable under the contract to Read, or that Read was not entitled to it on his own account. There had been a further supply of meat by the defendant Hemming, after the bankruptcy; but the court said the claim in respect of that part of the supply was very properly given up by the assignee, leaving only the sum in dispute." In this case the delivery of the bricks has been since the bankruptcy, and, therefore, it would seem that it is very proper the claim made in respect of them by the trustee should be given up. On this authority I sustain the claim made by Holland for payment to him on account of the bricks.

## COURT OF BANKRUPTCY (IRELAND). (a)

Nov. 24 and Dec. 1, 1876.

(Before MILLER, J.)

*Ex parte* WARD, re WARD.

Act of bankruptcy—Beginning to keep house—Intending to delay creditors—Evidence—Denial to creditor—Trader's dwelling house closed by act of landlord distraining for rent—35 & 36 Vict. c. 58, s. 21. sub-s. 3.

On the 9th Nov. the shop of a trader was closed by

(a) (From the Irish Law Times.)

his landlord when distraining for rent, but the tenant continued to reside on the premises. Subsequently, a person employed by a creditor went to the house to demand payment of a debt due to his employer by the trader, and saw Byrne, the trader's shop assistant, by whom the trader was denied to him, although then at home. On another occasion, a clerk employed by the creditor's solicitor went for the purpose of serving the trader with particulars of the demand, and the trader was, in like manner, denied to him by Byrne, to whom the particulars were then given and by whom they were afterwards delivered to the trader. On Nov. 13th following, the trader was again denied by Byrne to the person so employed by the creditor, although the trader was then at his dwelling-house. On the 14th he was denied in like manner to the solicitor's clerk, but afterwards, on the same day, went to the creditor's solicitor for the purpose of settling the demand; meantime, however, he had been adjudged bankrupt. On cause being shown against the adjudication, disputing the commission of an act of bankruptcy, Byrne was not produced for examination, nor was it established that there had been any physical obstacle to prevent the trader's attending a personal interview when sought, or any adequate cause to account for his having been denied:

Held, that the trader's acts unexplained, Byrne not having been produced as a witness, necessarily led to the intendment that the trader had begun to keep house with intent to defeat and delay his creditor—the fact of his going to the solicitor's office being insufficient to negative the existence of such intent—and that he had thereby committed an act of bankruptcy within the Bankruptcy Act (Ireland) Amendment Act 1872 (35 & 36 Vict. c. 38), s. 21, sub-s. 3.

Cause shown against adjudication. The facts appear from the judgment of the court.

Monroe, for the bankrupt, showing cause.

Carton, for the petitioning creditor, contra, cited *Ex parte Austin* (2 Dea. 533); *re Downing* 26 L. T. Rep. 187).

Judgment reserved.

MILLER, J.—I reserved judgment on the present motion as the principles with which I was called upon to deal must have a very wide application. The primary obligation of a trader is to be present at all reasonable times at his dwelling-house to answer his liabilities to his creditors, or, if absent from his dwelling-house, to make adequate provision for meeting any such liabilities or claims that may be made during such his absence; and accordingly, the bankruptcy code provides, as a protection for any trader who observes such obligations, that he shall be fully informed as to the particulars of the claims and demands which may be made by his creditors at his dwelling-house, and a specified time for such trader either paying, compounding, or securing to any of his creditors such portions of any such demands as may be thus made upon him in respect of which he may admit his liability; but, on the other hand, if a trader owing debts, with intent to defeat and delay his creditors, evades such his primary obligation, and had, as applicable to the facts of this case, in the language of the 3rd sub-section of the 21st section of the Bankruptcy (Ireland) Amendment Act 1872, "begun to keep house," that trader commits a clear act of bankruptcy, and deprives himself of such protection. On the 8th or 9th Nov. a person named Smith, in the employment of a man named Malone, who was at the time an undisputed creditor of Ward, the alleged bankrupt, called at the dwelling-house of Ward, in Barrack-street, in this city, where he had carried on the business of a grocer for a number of years, and, upon that occasion, had a personal interview with Ward, who was at the time in his bed, and a conversation with him relative to the settlement of the debt owing by Ward to his employer, Malone, although he, Smith, did not on that occasion make a special demand on behalf of his employer for payment of that debt. Afterwards, on the same 9th Nov., a law messenger named Kelly, on behalf of the landlord of Ward, laid on a distress for rent at the dwelling-house of Ward, and, on that occasion, took the strong step of closing up the shop of Ward, and Kelly stated as his reason for the course which he then adopted, that he ascertained that a portion of the goods of Ward had been removed out of his house to avoid an execution which he, Kelly, thereby caused to be restored. On the 10th Nov. (the next day) Smith, the assistant of Malone, again went to the dwelling-house of Ward, as he stated, for the express purpose of demanding from Ward payment of the debt owing by Ward to Malone, his employer. It has been incontrovertibly established, not alone by the evidence of Kelly who laid on the distress, but by the admissions of Ward himself, that he, Ward, was, on the 10th Nov., at home in his dwelling-house when Smith, on behalf of his employer Malone, called for the purpose as above stated; and no sur-

—I can act upon has been

offered to me of the existence of any physical obstacle in the way of Smith, on the part of his employer, obtaining upon that occasion an interview with Ward, at all events of such a nature as he had obtained on the day or day but one next proceeding. Upon the application at the closed dwelling-house of Ward by Smith, on behalf of his employer, upon that 10th Nov., Ward did not appear, but the door of his dwelling-house was then opened by a person named Byrne, who had been employed by Ward as his assistant in carrying on his trade. Smyth upon that occasion demanded from Byrne an interview with Ward, in reply to which Byrne stated that Ward had left the house and gone into lodgings. Smith then asked Byrne whether Ward had left provision with him (Byrne) for the payment of the debt owing by Ward to Malone, and demanded from Byrne payment of that debt; and Byrne, upon that occasion, stated that he (Ward) had not left with him any provision for the payment of the debt owing by him to Malone. On the 11th Nov. a clerk in the employment of the solicitor of Malone likewise went to the dwelling-house of Ward, for the purpose of serving Ward with the formal particulars of Malone's demand, and made a similar demand for an interview with Ward on that occasion, and could succeed alone in obtaining an interview with Byrne, the same assistant of Ward, and with a like result as Smith, the assistant of Malone, had experienced on the preceding 10th Nov.; and that clerk then gave the particulars of the demand of Malone to that same Byrne, which particulars the bankrupt himself admitted he had received. On the 13th Nov. following, Smith, the assistant of Malone, made a similar application for a similar purpose as on the 10th Nov., for an interview with Ward at his dwelling-house, in which he (Ward) then was upon his own admissions and the evidence of Kelly, the bailiff; and again, upon that occasion, Smith failed in obtaining any interview with Ward, and the same assistant, Byrne, again made to Smith similar statements to those which he had already made to Smith on the previous 10th of Nov., in reply to similar applications on his part. The clerk of the attorney of Malone again went, on Malone's behalf, to the dwelling-house of Ward on the morning of the 14th, and sought for an interview with Ward, with like results as before; and at a later portion of that 14th of Nov., Ward was adjudged a bankrupt on the application of Malone. The only circumstances which give a colour to the present application by Ward, for setting aside the adjudication as thus pronounced, were the facts as disclosed—namely, that the shop of Ward had been involuntarily closed by the agent of the landlord before any of such interviews were sought with Ward, either by Smith, the assistant of Malone, or by the clerk of the attorney of Malone; and further, as negating any intent on the part of Ward to defeat and delay his creditors, that he (Ward), on that same 14th of Nov., on which he was adjudicated a bankrupt, went voluntarily to the office of the solicitor of Malone, his creditor, and that it was shortly after leaving that office he (Ward) was, for the first time, served with the order for adjudication. As to the first of such facts, it is sufficient to state that the closing of the shop of Ward did not impose any restriction upon his personal liberty, or prevent him, if within his dwelling-house, from meeting any creditor who called at his house if he (Ward) was inclined to meet him, and would not, of itself, account either for the non-appearance or denial of Ward to any of his creditors who called; and that, as regards the latter fact of Ward having gone on the 14th to the office of the solicitor of Malone, upon evidence such as I have sketched, it has been very plainly established that Ward, while in his dwelling-house, was, by his authority, denied to a creditor when he should have presented himself—or, in the language of the 3rd sub-section referred to, had begun to keep house from and subsequent to the 10th Nov.—and that such acts unexplained led to the inevitable inference that he (Ward) did such acts with the intent to defeat and delay his creditor Malone; and that act of Ward in going to the office of the solicitor of Malone on the 14th Nov. admits of either of two explanations—namely, that he (Ward) went there in entire ignorance of the legal consequences of his previous acts, or, that he had been advised in the meantime as to the effect of such his previous acts of thus denying himself to Malone, and adopted that mode of obviating the force of the evidence arising from those acts. But, as Byrne, the assistant of Ward in his business, who appeared at the dwelling-house of Ward on each of the occasions of the interviews there of the 10th, 11th, 13th, and 14th, has not been produced for examination, it is sufficient to state that no construction can be put upon the act of Ward other than their necessary intendment, namely, that he had begun to keep house with the intent to defeat and delay his creditor; and the cause as shown must, therefore, be disallowed with costs. Cause shown disallowed.

#### ACCOUNTANT TRUSTEES IN LIQUIDATION PROCEEDINGS.

APPROPOS of the proposed legislation by Chancellor to amend the bankruptcy law regard being had to the great interest evoked by foreign "horrors" in times of enclosed letter, for the facts of which vouch by documentary proofs, may be to your readers as evidence, if want species of home "atrocities" in times not entirely unknown to the profession.—my card. A SOL

London, 11th Dec. 1876.

PS.—The filed statement of affairs liquidation gives the total debts, £1501 total assets, £1096 10s. 9d.

[COPY.]

14th Sept.

"Dear Sir,—I have left — the — not pay, and I could not get any premise could start my own business there [sic] was resolved to return here, but being in a back street there is no business to and having always been in best position heart-breaking to be thus, and it would have been but for those vile people, as I was good and no one pressing me; the improving, they brought their influence upon my wife, who could be easily won good or evil, then, after bringing me to this depriving me of all means of subsistence persuaded her to leave me, and they were vide for her out of the estate, which I should know, but they did not; she has seen the it all when too late. A more inhuman as piece of business never was heard of; estate scattered and wasted. I was not; one shilling out of the estate; the dinners and other expenses; everything was off with. Well, I got my discharge, but a cost! not one penny returned. — great fuss that he could make them disagree that such charges would not pass; they brought down to — twice, once before registrar, the second time it was — (the tea's) meeting of creditors, and he saw everything, said he had not sufficient; the 10s., but 8s. 6d., which he had creditors to consent to; they, previous that last meeting, put an execution house at —, which they consented be withdrawn by my agreeing that the that day should be settled, and I have charge. — said we had better do it, went before the taxing master, and he went out down their charges, they would matter to a London court, and keep up annoyance; thus the wretched business settled. — has sent me in a bill for not benefited me in the least.

"In the first instance they promised — (the trustee) had money, use all the once he can with creditors to make him he will find the coin to pay the in fact, I shall be master of the whole nothing was to be done without my rence and consent, but when he had used it against me. Lots of my things their own places, the lease was sacr premises torn to pieces; then there was sation to be paid for damage. My best offered to people here at their own price was not allowed to have one. I enclosed statement of their charges, which you know is no way of doing anything with the exposure, and the world ought to know seems a judgment against their wicked cruelty already. . . . I want to get business, either to take the management — business, or would go as — doing something. If you can forward in any way. At present I am truly having been robbed and deprived of every

"I could have managed the whole had it been necessary, with my creditor and kept on the business, the — being worth £300 a year. Now the end not do anything for me, as they have dealt with—8s. 6d. in the pound, and the stalments, from an estate that, according own figures, showed 15s. in the pound, this from a man to whom I have always every kindness. They never had such a trust they will never again. In personal accountants in this respect have day, they will be prevented from the swallowing up estates and defying every "Would like to have some talk with subject, as you must know how cruel been wronged, and no one to watch interest, that they have done just as the Of course all friendship and connections us has ceased, &c.—I remain, yours truly

Copy Bill of Costs.

Receiver, 12 days at 2s. 2s.	.....
Clerk, 14 days at 2s. 1s.	.....
Trustee's charges for self and clerk	.....
Trustee's remuneration	.....
Commission	.....
Travelling expenses	.....

.....	19	0	6
.....	14	8	6
.....	8	6	0
.....	9	19	10
.....	4	19	5
.....	1	19	6
.....	8	8	0
.....	107	15	11
.....	26	0	0
.....	232	11	24

on see he takes whatever money he himself, in fact so as to use the whole this was the friendly liquidation provide me of all my trouble at a trifling know the rest."

## COUNTY COURTS.

### ANCERY DIVISION.

(Before MALINS, V.C.)

Thursday, Dec. 9, 1876.

CLARKE v. ROCHE.

Act—Jurisdiction of single judge—21 & 22 Vict. c. 74, s. 4.

A summons asking for an order calling the judge of the County Court of Cheltenham a case for an appeal from a decision by him.

In support of the summons.

A raised a preliminary objection to the of the court, and submitted that such ion could only be made upon motion, on summons. He also drew the attention to the County Court District 22 Vict. c. 74. The 4th section of that "Whereas it is desirable that the en by sect. 43 of the Act 19 & 20 Vict. y Superior Court or a judge thereof exercised only by such Superior Court, a single judge: Be it enacted that no ions requiring a judge or an officer y Court to show cause why an act re- the duties of his office should not be ny rule or order directing such act to hall be issued or made except by the ourt; and the said 43rd section, and ions of the said Act having reference all be read and construed as if the a judge thereof were not inserted in tion.

A submitted that that enactment applied iple judge forming part of a superior ommon Law, and was intended to pro- ost orders being made by a judge at and did not apply to a vice-chancellor lone as a Superior Court.

V.C., was clearly of opinion that under of the Act referred to he had no power e judge to make the order now asked must, therefore, refuse to make any e summons, as to costs or otherwise.

s: Cordwell and Tasman; W. Rogers.

### DIVISIONAL COURT.

Wednesday, Dec. 19, 1876.

(Before KELLY, C.B.)

EX v. MIDLAND RAILWAY COMPANY.

ourt Act 1867, s. 5—Action founded in tort—Costs.

ing been delivered to the defendant com- be carried from London to Birmingham opped in transitu by the consignors. endants, however, delivered them, and re lost. On action brought the defend- id the claim (£12) into court.

inding the order of Lopes, J.) that the as an action of trover, and the plaintiff lled to costs.

An action brought under the circum- entioned in the head note. The master plaintiff's costs. There was an appeal J., who suggested that the plaintiff entitled to costs on the County Court e matter came before Lopes, J., who the Master's allocatur. The plaintiff

rump read the statement of claim. On ation of the transitu, there was an end tract. The company were then bailees. ing the goods they deprived the plaintiff session of them, and the action was one of trover.

Harrison, for the company, relied upon Lintott (42 L. J., C. P., 119), and the County Courts Acts.

C.B. (Mellor, J. was present, but took a the decision, being a shareholder in company) said, that but for the of the two learned judges at chambers, I have thought the case too clear for

argument. The action was clearly an action of trover.

Appeal allowed. Order of Lopes, J., rescinded.

W. G. Harrison, on the following day, applied for leave to appeal, which was refused.

[Such leave is unnecessary.—ED.]

### CROYDON COUNTY COURT.

Monday, Dec. 18, 1876.

(Before H. J. STONOR, Esq., Judge.)

BATCHELOR v. KEITH.

Secondary evidence of unstamped agreement to a lease purposely destroyed by defendant cannot be given in an action for rent, but may be given in an action of trespass for the destruction of the document or for specific performance in equity.

Frith for plaintiff.

Parry for defendant.

His HONOUR.—In this case some difficult points as to the admission of evidence and of common law and equity have arisen, as also a serious conflict of testimony. The plaintiff, who is a builder, and the defendant and his wife, in or about May last, entered into a negotiation for the letting, for three years, of a house newly erected by the plaintiff. In the course of such negotiation the defendant's wife asked the plaintiff whether they might continue in occupation if they felt disposed after the three years had expired, and he told her that they might, and that he would give them a note to that effect. The defendant, however, said nothing about it. The plaintiff furnished the defendant with a lithographed form of letting, and said that there would be some trifling additions which he would make to it. On the 11th May last the defendant called by appointment, with his wife, on the plaintiff, who produced a similar lithographed form, signed by the plaintiff, and in which the blanks were filled up, being an agreement for the letting of the premises by the plaintiff to the defendant, for three years from the 24th June then next, at £28 a year payable quarterly. There was a trifling addition in it as to fixtures, and an additional clause enabling the lessor to enter at reasonable times for the purpose of repairing and cleaning the water pipes and cistern, and prohibiting the defendant from using the water otherwise than for domestic purposes. The plaintiff deposes that he read the whole document to the defendant. The defendant and his wife depose that he only read a few words of it and explained the rest, but that he drew attention to the clause at the end of it as to the water pipes and cistern. The evidence of the defendant and his wife was somewhat contradictory as to these details. The plaintiff and defendant are agreed that at the conclusion of the interview, the defendant signed the agreement in the presence of the plaintiff's daughter who attested her signature, but was not present previously, and therefore could not depose as to what had passed. The plaintiff handed the agreement to the defendant as soon as he had signed it, together with another form for him to fill up as a copy or counterpart, and requested him to return the former in two or three days. The defendant took them home, and two days afterwards called on the plaintiff and said "that he would not be bound by the agreement," and, as he deposes, gave two reasons for the same—firstly, that the agreement did not contain a provision for a further lease; and secondly, that it contained the power of entry to repair the water pipes. The plaintiff, however, deposes that the defendant only made the latter objection, and the plaintiff's evidence is confirmed by a subsequent letter from the defendant to him, dated the 18th May, in which the defendant makes the latter objection only. The defendant further alleges that he regarded the agreement only as a draft, or, in his own words, "as a preliminary affair," which appears to me to be quite at variance with all the facts in the case. Shortly after the defendant's interview with the plaintiff, the defendant purposely destroyed the agreement, which was unstamped, but apparently within the fourteen days allowed for stamping agreements. Subsequently the plaintiff put the house in complete order, and on the 12th June wrote to the defendant that he could enter on the 24th June, but the defendant has never entered. The plaintiff now sues the defendant for £8 10s., one quarter's rent alleged to have become due on the 29th Sept. last. The first question is as to the admissibility of secondary evidence of the contents of the unstamped agreement which was destroyed by the defendant, and I regret to say that although it is an evident hardship that the defendant should be able to take advantage of his own wrong, the case of *Rippiner v. Wright* (21 B. & A. 478) is a direct authority that such evidence is not admissible in the present action, which is for rent, or rather for a sum of money payable by the defendant to the plaintiff in the nature of rent under the agreement in question. I, however, think that in an action for trespass for the wilful destruc-

tion of this agreement by the defendant secondary evidence of its contents might be given, and that the amount now sued for could be recovered as damages in such an action. And I feel no doubt that such evidence would be admissible in equity upon a claim that the defendant should be decreed to sign another agreement in place of the one which he fraudulently destroyed, or to execute a lease in conformity therewith, and to pay the amount now claimed. It has long ago been said that the Statute of Frauds "was intended to create or protect fraud (Sugden's Vendors and Purchasers), and the same may certainly be said of the Stamp Act. I also think, but with some doubt, that this court has jurisdiction in equity to grant relief in the present case, under the County Court Acts 1865 and 1867. Being of opinion, on the merits of the case, that the defendant undoubtedly signed the agreement in question with a full knowledge of its contents, and subsequently endeavoured to free himself from it by subterfuge and fraud, I shall, if the plaintiff desire it, give him liberty to amend by inserting a count for trespass, and a claim in equity, as I have suggested, or either of them, and adjourn the further hearing of the case to next court, when it may be re-argued, if necessary; and otherwise I shall direct a nonsuit, with liberty to the plaintiff to appeal in the usual manner, or to bring another action.

The plaintiff's counsel elected to have the case adjourned, with liberty to amend.

Adjourned accordingly.

### STONEHOUSE COUNTY COURT.

Tuesday, Nov. 14, 1876.

(Before M. FORTESCUE, Esq., Judge.)

WILSON v. GREAT WESTERN RAILWAY COMPANY.

Carrier—Railway train—Punctuality—Breach of contract.

MISS ELIZA WILSON, of Prospect-street, Plymouth, sued the company to recover £1 8s., expended by her in consequence of the delay of a train, timed to reach Swindon at 4.10 p.m., not arriving there until 7 p.m., by reason of which the plaintiff had to post to Challow.

E. G. Bennett represented the defendants.

Miss Wilson conducted her own case. She stated that on the 4th Sept. she wished to book by the 10.40 a.m. train from Mutley Station to Challow, in Berkshire, but the stationmaster told her that he could not book her to that station. She asked for one to Swindon, but the stationmaster said he could book her only to Bath. He pointed out, by the company's time-tables, her route, showing that she would arrive at Bath at 3.17 p.m., at Swindon at 4.10 p.m., and get to Challow by a slow train at 5.45 giving her a margin of an hour and a half should the train be late. But the train she left Plymouth in was more than three hours late in arriving at Bath. She went on to Swindon; and, as she was bound to be in Challow that day, was compelled to post a distance of sixteen miles, for which she claimed the cost, £1 8s.

Cross-examined: Asked at Mutley for a third class through ticket to Challow, and the stationmaster said that he could not book her there. He did not say he could not book her third class there; she did not think he could have booked her by any other class. He said he could book her to Bath. She took a ticket for that place, and being three hours late on arrival was too late to get to Challow by the slow train. She booked on to Swindon, from which Challow was two stations further on. Q. Do you know why you were so late?—We were simply delayed the whole time. There was no apparent cause; we were going slowly and stopping at different places. Did not know nor hear why they were so stopping; knew of no accident to her train or to one before it.

Bennett said a train conveying sailor boys had broken down in front of the express, and the express had to take it on.

His HONOUR: That would not be an excuse; they ought to put on a special train for the sailor boys.

Bennett said the boys were being conveyed by a special, and the engine having broken down the express had to take it on. He submitted that that was not a case to be tried in the Plymouth jurisdiction; it should be heard in Bath or London, as the second ticket was obtained at Bath.

His HONOUR held that the contract to carry the contract to carry the plaintiff having been made in his jurisdiction he could try the case.

Bennett said plaintiff had not proved any case; she had not put in any contract.

His HONOUR said she could not, as the only evidence of contract she had was the ticket which had been given up, and which, no doubt, she ought to have given the company notice to produce. He would adjourn the case to enable her to do that, but without putting her to any cost for the adjournment.



Bennett did not desire to take advantage of a technicality if his Honour thought it a fair case to be tried at Plymouth.

The Registrar.—You cannot help its being tried here.

His HONOUR.—Perhaps it will be much better to have it tried here than where the Great Western offices are, because the judge of that district has found the Great Western Company responsible in almost every case similar to this which he has tried. (Laughter.)

Bennett said the train by which the plaintiff travelled was four hours late at Swindon, and he quoted from the time tables to show that the company expressly provided that they did not guarantee the times of departure and arrival so advertised, nor would they be accountable for any loss, inconvenience, or injury which might arise from loss or detention unless upon proof that such loss, inconvenience, injury, delay, or detention arose in consequence of the wilful misconduct of the company's servants. On the 4th Sept. the 10.35 express was ten minutes late at starting, because of a breakdown on the Cornwall line of the special sailor boys' train, which delayed the ordinary up Cornish train in connection with the 10.35. The sailor boys were despatched from Plymouth in front of the express, and the engine of their train—the Penwith—broke down half a mile from Ivybridge, the rod of the safety valve breaking, by which all steam was lost, and the engine useless. The 10.35 was stopped at Hemerdon, had to go on slowly to the scene of the breakdown, and pushed the sailors' train to Ivybridge. There the two trains were made up together, and went on, the express being then forty-one minutes late, and, as was always the case, the delay at starting increased on the journey, and in the end the train was four hours late at Paddington. The accident was entirely beyond the company's control; it was entirely unforeseen and unavoidable, and therefore he submitted that the verdict must be for the defendants. To uphold this view he quoted from the case of *Le Blanche v. The London and North-Western Railway Company* (34 L. T. Rep. N. S. 667; 45 L. J. 521, C. P.). In that case the plaintiff booked from Liverpool to Scarborough, and, being delayed, took a special train, for the cost of which, £11 10s., he sued the defendants. He had a verdict in the County Court and in the court above, but the Court of Appeal held that unless the damages were reduced to 1s. there would be an order for a new trial. Nothing more was heard of that case. In the present instance he contended that the accident was unavoidable, that the defendants could have done nothing to ward it off, and that there was no want of care on their part—in fact, to use the words of Lord Justice James in the case he had referred to, there was no wilful delay and no careless loitering which would entitle plaintiff to recover.

William Henry Ellis, engine driver of the Penwith, stated that all went well until they got within half a mile of Ivybridge, when the arm of the spring balance of the safety valve broke, and the engine was disabled. The engine was perfect in the morning when he inspected it, and the part which broke was entirely exposed to view. Such an arm would last for twenty years without wearing out.

Plaintiff pointed out that the accident was not to the engine of the train she had booked to go by.

His HONOUR.—But you would not have liked to run into the disabled train would you?

Plaintiff.—No; but as we were so near Plymouth when the accident happened, ought they not to have had another engine for the sailor boys' train, and not attached it to ours?

Bennett said there were two engines on to the express, and the steam power was quite enough to draw the two trains together.

Thomas Bryant, travelling porter, gave evidence respecting the breaking down of the Penwith, and his going to Cornwall to stop the express, and having the other train pushed into Ivybridge, and then coupled up and taken on.

William Storey, foreman of the engine department, Plymouth, said the Penwith was in good working order on the 4th Sept.

His HONOUR said it seemed to him that the company should have provided sufficient haulage.

Bennett would be able to show that there was sufficient haulage; but the delay which occurred at one end gradually increased, thus making the train so late at the close of the journey.

John Felix Gerrey, booking constable at Mutley, deposed that when plaintiff asked for a ticket for Challow by the 10.40 express, he pointed out note F on the time bills, which showed that the train did not stop there. He gave her a third class ticket to Bath, where the express should have arrived at 3.17 p.m., telling her the best plan was to go to Challow by the slow train which left Bristol at 3.30 p.m. and Bath at 4.13 p.m., getting to Challow at 6.5

Thomas Jones, head guard of the Flying Dutchman, said his train drawn by two powerful engines, Tiger and Gabelle, left Plymouth on the 4th Sept. ten minutes late, namely, at 10.45 p.m. All went well until the top of Hemerdon was reached, when the train was stopped for seven minutes; then it went on to the break down, pushed the broken down train into Ivybridge, and then coupled it up and took it on, being forty-one minutes late at starting. There were three carriages to the sailor boys' train and seven on his—in all ten. He had plenty of steam power for the South Devon inclines, and more than was needed for level roads. Had no more than the average number of carriages to his train. The plaintiff's train was practically lost at Ivybridge, because, being forty-one minutes late, the express, due at Bristol at 3 p.m., would not necessarily be there until after the slow train which would have taken her to Challow, and which left at 3.30 p.m., would have started. At Exeter the express was thirty-seven minutes late, having made up four minutes. At Taunton, which was reached at 2.25 p.m., a detention was caused by the breaking of a spring of a second class carriage, and this had to be taken off. The train was an hour and seven minutes late on leaving Taunton, and, having a slow train in front, they did not reach Bristol until 5.22, two hours and twenty-two minutes late. Left Bristol at 5.34, and arrived at Bath at 6.34 p.m. instead of at 3.17 p.m. A delay at the country end of the line tells with increasing ratio as the train nears London, in consequence of the accumulating traffic. In reply to his Honour, witness said that even if the carriage spring had not broken at Taunton, he feared that the plaintiff would not have saved the slow train from Bristol for Challow. Sufficient time had been lost at Ivybridge to prevent her doing so.

John D. Parr, assistant traffic superintendent of the western division of the Great Western Railway, said the express of the 4th of September had ample engine power to draw that and the sailor boys' train to Newton. Beyond that there was not a load for one engine.

His HONOUR, in giving judgment, regretted that plaintiff had not obtained the assistance of a legal adviser, who would, no doubt, have ascertained the cause for the delay, or she might have found this out for herself by asking fellow passengers. There was always increasing delay to an already late train on getting towards London, by reason of trains running from branch lines and slow trains on the same line started at proper times, although other trains were late. An instance of this kind had occurred to himself, a train that he was in being delayed once for four hours, in consequence of half an hour's breakdown. From the unforeseen break down of the sailor boys' train, the express was forty-one minutes late on leaving Ivybridge, and from that time the guard said plaintiff's slow train for Challow was lost. The delay at Taunton did not in any way affect it. The delay seemed to have arisen by an unavoidable accident to the engine of the sailor boys' train, and not by carelessness or negligence. Therefore the verdict must be for the defendants, but of course Mr. Bennett did not ask for costs.

Bennett said he applied for only such costs as the company had been put to by bringing witnesses from a distance, and no travelling expenses.

His HONOUR allowed this, and expressed it as his opinion that the action had very properly been defended.

The case, which lasted some hours, was then concluded.

#### WALTHAM ABBEY COUNTY COURT.

(Before J. T. ABDEY, Esq., Judge.)

SMEY v. WOOD.

Pound breach—Liability of owner of chattels found afterwards in his possession to treble damages under 2 W. & M. sess. 1, c. 5.

Masterman (instructed by Metcalf, of Epping), appeared for the plaintiff.

Eagles (Evans and Eagles), for the defendant.

The action was brought under the above-mentioned statute to recover treble damages, which the plaintiff estimated at £87 15s. (less £37 15s., part whereof which he abandoned), for the wrong sustained by him by reason of the pound breach and rescous on or about the 8th Nov., of three heifers and four calves, which had been on the 3rd of that month on certain land in the parish of Theydon Garnon, lawfully seized and detained for £25 5s., being one-half year's rent reserved and due to the plaintiff on the 29th Sept. 1876 (and still unpaid), on a lease of the said land to Richard Laxton, and had been afterwards on the same day lawfully impounded in land of the plaintiff in the said parish, and which cattle were afterwards, to wit, on the 8th Nov., and on divers days between that day and the date of the summons, found to have come to the use and possession of the defendant, the owner thereof.

Evidence was adduced in support of these facts.

His HONOUR held (overruling several objections taken by the defendant's solicitor) that the ownership of the land by the plaintiff was necessary, rent having been paid under the lease that a due distress had been proved; that notice of distress was only material when the goods are sold under a distress; and that a pound was a proper pound for cattle, and that in the case the land in question was a proper pound. After the defendant had given evidence to the effect that the cattle had been in the adjoining land held by him of Mr. Laxton, and that he did not know how they had got into the land held by Mr. Laxton of the plaintiff, his Honour, without calling on the plaintiff's counsel to reply, gave verdict for the plaintiff for £250, the sum of the treble damages less the part abandoned, costs of suit.

#### LEGAL NEWS.

UNDER the heading "Commissions" the following appeared in the *Times*, written by a firm of auctioneers:—The five letters on this subject, impressions of the 26th, 28th, and 29th inst., all been anonymous. We will ask you to insert a few lines from us in our own names. First, is no doubt that the vast majority of auctioneers, accountants, and official liquidators demand, right and custom, a share of the commission the auctioneer to whom they intrust the sale of the properties they have to deal with, in their professional capacities; secondly, there is no doubt that almost every auctioneer in London—either with or without some gall form of protest—is content to pay them a share of the commission for the introduction of business. We old enough to remember the brave stand made by the late Mr. Alexander Rainey some thirty years ago, when certain lawyers started this against him. Mr. Rainey protested, and resisted it. His name as an auctioneer and valuer fell off, and he died, recently, in poverty. Since then, such has been made by the Society of Auctioneers, others to check the evil, but these have been feeble and not always sincere, and no real corps has been established. "Competition" is the order of the day. New firms, wise in their generation, make large displays of sales, through readiness to fall in with the views of these professional men who demand their *quid pro quo*. Especially is this the case in regard to bank business; and it was only last week that we consulted on the expediency of suing a few auctioneers for some few hundred pounds' proceeds of a chattel sale eight months ago, and should have been paid over a fortnight after auction. The late Sir Robert Peel brought auctioneers' licence down to £10, and then induced all but "free trade" into a business more than most others should be protected from charlatanism and lack of pecuniary resources is common enough to meet with solicitors' bemoan the small amount their "charges" to in comparison with the percentage of the auctioneers. They then seek, as a supplement to part of the auctioneer's commission, and in cases they obtain it—indeed, the principle "nothing for nothing" runs through almost every branch of our complicated industrial life, and scarcely be otherwise at present. "What do you make me?" is probably the second question asked by most of the B.'s when they take business to the A.'s. "We are but mortal," the quaint but significant expression of the accountants to our representative a few days ago, and we could name name instances well these. Before the days of liquidation, creditors elected two of their own number the trade assignees of a bankrupt's estate; official assignees were appointed by the court, there was little or none of this modern objectionable practice. Each matter was placed in the hands of the man best fitted to perform the duty, and a fair scale of costs was fixed by the Bankruptcy Court both for the trade assignees and the official assignees. Now, the solicitors and auctioneers do as they like, and the auctioneers either "arrange" with them, or see the land drift elsewhere, while he is vainly lamenting "the client suffers," and that an incompetent perhaps, dishonest rival is employed. In regard ordinary auction sales, owners of property of whatever kind will find advantage in making all proper inquiries themselves, and personally calling on the firm they select arranging terms with the principal. We think that all our leading auctioneers would make this direct and simple course to the profit "haggling" with third parties, whose only object is to gain, in an underhand way, money they have no legal or moral title. We would add that our English Bar is protected from these encroachments on their fees, first, by a high standard of honour among their members, and then by the rules of the House of Court.

**THE REGISTRARSHIP OF THE SOUTHAMPTON CITY COURT.**—Mr. H. J. Walker, who succeeded the late Mr. A. S. Thorndike as registrar of the Southampton County Court district, having secured the appointment of registrar of the Chester Registry of the High Court of Justice. Mr. John Daw, of Tiverton, Devon, at present acts as Deputy-Registrar at Southampton, will probably be appointed to the post of Registrar.

**ANNUAL CERTIFICATE DUTY.**—The following is an old copy of *Punch*, dated 1851: "It has been decided by a majority of nineteen in the House of Commons that a Bill is to be introduced making off the duty on attorneys' certificates. These instruments may be regarded as authentic the pursuit of game, we may expect the common man to attempt to avail himself of its provisions. The attorneys have often been likened to dogs of the law, though they by no means deserve the wholesale application of the title, and now, in reference to their hunting after game, 'Old Harry-ers' would be a good name for a dog. *Tempora mutantur*, but not the duty on attorneys' certificates."

**THE LAW OF MURDER.**—Sir Eardley Wilmot, M.P., who is spending the winter at Nice, in the south of France, has written to Mr. Talbot, secretary of the Howard Association, London, informing him that it is his intention in the next session of Parliament to introduce a short Bill to restrict the capital penalty to cases of murder where the jury find that actual premeditation of the crime existed. Sir E. Wilmot's action in respect is without prejudice to Mr. J. W. Pease's intended motion for the total abolition of all punishment. Both gentlemen are members of the Howard Association, the object of which is the promotion of the best methods of the treatment and prevention of crime; but Sir E. Wilmot, like Mr. Pease, advocates the total abolition of the death-penalty, although he considers existing law of murder to be fraught with mistakes and gross irregularities.

**THE LAW OF EXCHANGE.**—Among the signs of depression of trade is a diminished number of bills required by the public for bills of exchange. In the financial year 1873-74 the number was 359, producing a revenue of £999,604, or 10 millions of bills, supplying nearly a million of revenue. In the next year, 1874-75, the number fell to 9,809,899, and the revenue to £809. In the year 1875-76 the number was 7,355,566, and the tax £869,131; the number is decreasing by a quarter of a million in the space of two years, but the revenue not declining much. Still, the number of bills is much above what it was ten years ago, when (in the year 1865-66) there were but 8,375,893 bill stamps issued.

The following members of the legal profession died during the year:—The Right Hon. Sir Taylor Coleridge; Mr. Justice Keatinge, Judge of the Irish Court of Probate; Lord Justice Whiteside; Lord Neaves, Mr. Quain, Lord Ardmillan (a Scottish Judge in session); Sir Thomas Henry, Chief Magistrate at Bow-street Police-court; Mr. Justice Bald; ex-Vice-Chancellor Sir John Stuart, James Reid, formerly Chief Justice in the Islands; Sir Richard Hanson, late Chief Justice of South Australia; Mr. John B. Parry, Judge of the Oxfordshire County Courts; John H. Barker, late police magistrate at Ennwell; Mr. S. Joyce, Q.C.; Mr. T. J. Hall, Chief Metropolitan Magistrate; Mr. Rick Cole, Q.C.; the Right Hon. Sir James Hogg, formerly Registrar of the Supreme Court of Judicature at Calcutta; the Right Hon. Frederick Shaw, late Recorder of Dublin; Mr. J. Gale, Judge of Hampshire County Courts; Mr. Serjeant Miller, Judge of Leicester County Courts; Sir Phillip Francis, Judge of the Supreme Court in the Levant; Mr. Percival Coker, Q.C.; Mr. Henry Rowcliffe, Q.C.; Mr. Francis Hart Dyke, Queen's Proctor.

**THE EDUCATION ACT.**—The Education Department has issued the following circular to borough school boards, under date December 30th. "Sir, The Lords of the Committee of the Privy Council desire me to remind you that the Act has now arrived when they have to see the necessary steps are taken for giving effect to the requirements of the Elementary Education Act of 1876 (39 & 40 Vict. c. 79), which comes into operation on the 1st of January 1877. Your borough is not within the section of a school board. It is therefore the duty of the Council (sect. 7) to appoint, without delay, a School Attendance Committee, by whom, and with authority for the district, the provisions of the Act will be enforced. My Lords will be glad to see, as soon as possible, that this committee has been appointed, and to know the names of the members who will serve upon it. The number of members of the School Attendance Committee, all of whom must be chosen from the Council, is, within certain limits (six to twelve), left to the discretion of the council. My Lords trust that, in fixing this number, due regard will be paid, not only to the population of the borough, but also to the novelty, variety, and importance of the duties devolving upon the committee. I am to suggest that, in the first instance, at all events, the full number allowed by the Act should be appointed if the population of the borough exceeds 5000 souls. The 32nd section gives power to the council to reduce the number of the committee if it should hereafter be deemed advisable to do so. I have, for the present, only further to request to be informed of the name and address of the clerk of the committee, that the necessary communications may be made to him respecting the duties which the local authority will have to discharge under the Act of 1876.—I am, Sir, your obedient servant, F. R. SANDFORD. To the Mayor of the borough of—"

**TITLE DEEDS.**—Mr. O'Keefe writes to the *Times*,—Sutors in the Court of Chancery have not unfrequently found that in the end they have got their fingers burnt, but I much doubt if they have ever contemplated the risk they run of having their title deeds destroyed by fire. Among the busy throng who daily pass up and down Chancery-lane few probably know, and fewer still recollect, that in the dingy building on the western side, known as the Record and Writ Clerk's Office, are deposited for "safe custody," as it is called, the title deeds of estates representing an enormous and unknown value. These are the property of the sutors, whose interests are so insufficiently provided for that I venture to affirm, if fire broke out in this building, it and its contents would probably perish together. Neither the building nor the chambers in which the deeds are deposited have the slightest pretension to be considered fire-proof, and beyond the boxes (some of tin, but more often of wood) containing the deeds, there appears to be no protection at all. If I were myself a sutor, I should strenuously object to any order of Court by which any deeds or papers of mine were consigned to the most insecure place of deposit. They would be far safer in the hands of one of the London banks, all of which, I believe, possess fire-proof vaults; or the Incorporated Law Society, whose building in Chancery-lane contains spacious underground chambers, both fire-proof and dry, might well be entrusted with the safe custody of the muniments of the sutors. As matters at present stand, one trembles at contemplating the consequences which might follow from a fire in this building; and I am doing, I believe, good service to the sutors and their advisers in calling their attention to an evil which may be now remedied, before a catastrophe makes it impossible.

## CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**THE COMMON LAW JUDGES' CHAMBERS.**—I have read the letter of Mr. Kelly, in the *Times*, on the practice at Judges' Chambers, your comments thereon in your last issue, and also those of "A Barrister" (reproduced, I presume), in the "Solicitors' Journal" of the 23rd inst. It is on account of the remarks of "A Barrister" that I trouble you with a letter on the subject. This barrister writes: "It is beyond all doubt the opinion of the large body of solicitors that it is expedient that counsel should be taken to chambers, but if Mr. Kelly is of a different mind, there is no possible obstacle to his practising personally in chambers, and he will find it a matter of little or no difficulty to get before the master if he goes at a time which is not fixed for the hearing of counsel's summonses." Is the learned gentleman in question not aware that the chief reasons why solicitors do not attend at judges' chambers, are, first, that it does not pay a solicitor to spend a large portion of his morning at chambers in order to earn the sum of 6s. 8d.; secondly, that solicitors possess such a thing as self-respect, and do not care to subject themselves to certain annoyances unless it is imperatively necessary that they should do so in the interests of their clients. As long as solicitors are allowed 6s. 8d., and barristers £2 2s., for doing the same work, the "higher" branch will not find much competition. It is the necessity of the thing that compels solicitors in active practice to instruct barristers and not choice. I agree with you that it is very doubtful whether complaints in the public press do much good. The matter of remuneration is certainly one in which the public have a right to an interest, and a right to express an opinion upon. The practical way for the Profession to deal with this and other questions which affect their interests or position is to join the Incorporated and the Legal Practitioners' Societies, attend their meetings, and impress on the council the necessity for bringing their wrongs before Parliament in the form of a Bill. The public will

then have an ample opportunity of considering the matter, and if I am not much mistaken, will support the "lower" branch of the Profession. I use the terms lower and higher because they are conventional. I think solicitors, as a body, have sufficient self-respect, gentlemanly feeling and ability, both to hold their own and to disregard this classification, especially as it is made by the "higher" branch.

A CITY SOLICITOR.

[It is very difficult to understand what it is which could possibly offend the "self-respect" of solicitors personally attending Judges' Chambers; and how the "two branches" come into conflict in the matter is equally hard to understand. The insufficient remuneration to solicitors is doubtless one reason, but the loss of time entailed is the reason of their non-attendance. It is hardly ingenious to attribute it in any way to the Bar, who simply do their best on their instructions.—ED. L. T.]

**UNITED LAW STUDENTS' SOCIETY.**—Will you allow me to supplement the letter of Mr. Shirley, our treasurer, which appeared in your issue last week, with reference to the establishment of a law library in connection with this society, by stating that the committee have determined upon making a strenuous effort in that direction; and at our meeting on the 17th inst. certain motions will be moved by me to carry out that object? I may add that from the promises of support we have already received I consider the success of the undertaking is assured.

J. S. RUBINSTEIN, Hon. Sec.

5, Raymond Buildings, Gray's Inn, W.C.

3rd Jan. 1877.

**AGENTS PRACTISING AS ADVOCATES IN COUNTY COURTS.**—It is really time some notice was taken of the style of doing work in our County Courts. We have certainly two really admirable and unusually painstaking judges, but the members of the legal profession receive little consideration. Touts carry on their vocation openly; agents and accountants frequently monopolise the only row of seats supposed to be set apart for solicitors, and that frequently and defiantly, to their exclusion, and recently before Mr. Thompson, I saw an important case conducted by an accountant for the plaintiff and a railway company's detective for the defendants; both these persons addressed the court for their respective clients in every way as a properly qualified advocate would be permitted to do. Surely it is quite time to ask how long is this sort of thing to go on, or if we have a law society worth naming?

A LIVERPOOL SOLICITOR.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for *bona fides*.

### Queries.

48. **BANKRUPTCY.**—A. B. and C. are in partnership, C. retires and transfers his share in the partnership to A. and B. in consideration of their covenant to pay him £2000 at the end of the year, before the end of the year A. and B. are adjudicated bankrupts, C. is solvent, some of the joint creditors of A., B. and C. remain unpaid. What are the rights of such joint creditors under the bankruptcy of A. and B., and has C., and if so, what right to prove and receive dividends under the bankruptcy in respect of the £2000? B. B.

49. **TRUSTEES—EXPENSES OF VARYING INVESTMENTS.**—A trust instrument contains the usual form to vary investments at the request of the *cestui que trust* for the time being. The investments are from time to time varied, the transactions being conducted through the solicitors of the trustees. Are their costs and the brokers' commissions and transfer stamps chargeable to the trust capital account or to the trust income account, or to the *cestui que trust* personally? Please refer to an authority. SUBSCRIBER.

50. **EMPLOYERS' AND WORKMAN'S ACT.**—(1) Is a woman employed by a laundry company as a first-class ironer of linen and wearing apparel a skilled labourer within the above act? (2) Is a justice's clerk warranted in refusing to allow a summons to issue under this Act in such a case? (3) If yes, cannot the company's solicitor, as of right, apply to the magistrates in open court for a summons in order to raise the first query? AN ARTICLES CLERK.

51. **AGENCY CHARGES FOR SERVING WRITS OF SUMMONS.**—In a recent issue you give a note of the proper charges to be made by a solicitor employed as agent for effecting service of a writ, which, however, do not apply to actions under the Bills of Exchange Act. I shall feel obliged if you or one of your correspondents will say what charges should be made in cases under this Act. S. S. C.

[The same as the charges you refer to, except that copy writ is allowed 1s., and special endorsement 3s.—ED.]

52. **BILLS OF SALE ACTS—FIXTURES.**—A., the lessee of certain works, deposits the lease with B., with a memorandum that such deposit is made for securing the balance then due, or which should, from time to time,

become due from A. to B. This memorandum is not registered under the Bills of Sale Acts. A subsequently files his petition for liquidation, and trustees are appointed. The trustees claim all the fixtures belonging to the works, comprising engines, plant, and machinery, on the grounds that the memorandum should have been registered. Can B. claim the fixtures, and would it have made any difference if no memorandum had accompanied the deposit? S. S. C.

53. SETTING DOWN CAUSE.—Will you be good enough to inform me through the medium of your paper when the alteration in Order XXXVI., r. 17, was made. I refer to the part of the rule which renders it necessary now to deliver two copies of the pleadings on setting down an action for trial, instead of as previously, one copy only? And whether the change was made by additional rules of court or under what authority? LEX.

54. MORTGAGES—PAID-OFF DEEDS IN CUSTODY OF MORTGAGEES.—A. mortgaged three properties to a building society at three different times. The first two mortgages have been fully discharged by the mortgagor some time ago, but the deeds remain in the hands of the trustees of the society, and no statutory receipts have been indorsed. The third property has recently been sold under the power of sale in the mortgage for considerably less than the amount owing upon it. It is presumed that A. cannot require a release of the other two mortgages, or delivery of the deeds, unless he pays the deficiency on the third property. But can the trustees take any active steps to reimburse their loss? Can they take possession of the rents, or sell the other properties, or apply to the court for a sale? LLEWELLYN WILLIAMS.

55. VENDORS' COSTS OF CONVEYANCE.—Mr. Davidson in his *Precedents of Conveyancing*, vol. 1, third edition, page 500, says, "The expense attending the perusal and execution of the conveyance by all necessary parties falls on the vendor, including the costs of all matters essential to the validity of the deed as a perfect conveyance, e.g., the acknowledgment by married women and the filing of the certificate of acknowledgment." Conditions of sale include the following: "The vendor shall execute proper assurances and the same together with every other deed, matter, or thing which shall be required for completing or perfecting the vendor's title or for any other purpose shall be prepared by the purchaser." Vendor's solicitor contends this relieves him from the expense of acknowledgment and filing. Purchaser's solicitor argues *contra*. Which is right? C. S. B.

56. STAMPS ON AGREEMENTS FOR SALE.—In preparing conditions of sale by auction of standing timber in lots, the question of the stamp duties on the contracts had to be considered. In "Prideaux's Precedents," vol. 1, p. 83, 8th ed., I find the following: "A purchaser of several lots at an auction is considered to have entered into an equal number of agreements for the purchase of the same lots, so that the agreement must bear as many stamps as there are lots, assuming that the purchase money of each lot amounts to £5." In my case each lot will fetch more than £5. In the case of a purchaser of say five lots, I take it that the original contract will have to be sent to Somerset House to have a 5s. 6d. stamp impressed, or should the stamps be severally 6d.? Five agreement stamps on a small contract take up more than the space left blank. In practice, I think it often happens that one 6d. stamp only is put on a contract for the purchase of two or more lots of freehold or leasehold property, in fact the question of stamp duty in such a case as stated, so far as I can learn, appears to have been rather overlooked by the profession generally. A SUBSCRIBER.

### Answers.

(Q. 43.) SUCCESSION DUTY.—Read sects. 21 and 44 of the Succession Duty Act 1853 (16 & 17 Vict. c. 5). R. CLAYTON.

## LAW SOCIETIES.

### LAW ASSOCIATION.

THE usual monthly meeting of the directors was held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 4th inst., the following being present, viz.: Mr. Tyles (chairman), and Messrs. Carpenter, Collierson, Cronin, Kelly, Masterman, Nisbet, Parkin, Scaddin, Styann, and Boodle (secretary). A grant of £40 was made to the widow of a deceased member. An announcement of the death of Mr. Park Nelson, one of the treasurers, was made, and a resolution expressive of the loss which the association had sustained by this lamentable event was passed unanimously, and the ordinary general business was transacted.

### BRADFORD INCORPORATED LAW SOCIETY.

In their annual report the council say:—The society was registered the 7th Dec. 1875, and numbers thirty-seven members, of whom thirty-five are Bradford members, paying the full entrance fee and subscription, and two are country members.

A considerable number of the older reports have been lent to the society, mainly by Messrs. Rawson, George, and Wade, and W. F. Atkinson, Esq., to whose liberality, and that of other members the society is much indebted.

A set of Reports has been acquired upon request, partly by purchase from the executors of James Green. The current

and its reports, are also duly supplied to the society.

Edward Hailstone, Esq., has also intimated his intention of selecting from his law library a number of reports which he proposes to give or lend to the society, after which it is hoped that the funds of the society will enable them to complete their series.

The committee have not yet been able to do more than organise the society and form the basis of a library, but it is hoped that steps may be taken at the annual meeting to promote the other objects referred to in the Memorandum of Association.

As there are still twenty solicitors or thereabouts in Bradford who have not joined the society, it is hoped that the members will make an effort to induce them to do so.

The books in the library have already been generally used, and as the society will now be able to afford its members access to a varied and increasing library of Law Reports it is hoped that one great want which the society was established to supply will be adequately met.

The council trust in conclusion that the society may receive in the future more general support from the Profession both in Bradford and the neighbourhood, and they do not doubt that it will fully justify its existence and attain the objects for which it was established.

Mr. Lister will collect on behalf of the society the subscriptions for the current year, due 1st Oct. last.

JNO. TAYLOR, President.  
THOMAS A. WATSON, } Hon. Secs.  
H. F. KILLICK, }

## THE COURTS AND COURT PAPERS.

### CAUSE LISTS FOR HILARY SITTINGS.

#### Queen's Bench Division.

##### NEW TRIAL PAPER.

For Judgment.

Nil.

For Argument.

Tried Michaelmas Sittings, 1875.

LIVERPOOL—Cohn v. Davidson. Stand over [Lush, J.—Mr. Herschell]

LIVERPOOL—Cohn v. Davidson. To be argued with motion for judgment [Lush, J.—Mr. Herschell]

Moved Easter Sittings, 1876.

DISTRICT REGISTRY OF BRIGHTON—Boetal v. Fowler [—Luscombe, Esq.]

Tried during Sittings.

MIDDLESEX—Nicolls v. Midland Railway Company [Blackburn, J.—Mr. Mellor]

MIDDLESEX—Reest v. Morfield [Coleridge, C.J.—Mr. Castle]

MIDDLESEX—Smart v. Priestly. To be argued with new trial [Coleridge, C.J.—Mr. C. Hall]

CARDIGAN—Lavington v. Thomas [L.C.B.—Mr. Coxon]

LONDON—Forth v. Parker [Lindley, J.—Mr. H. T. Cole]

MIDDLESEX—Salt v. Arno [Huddleston, B.—Mr. Salter]

MIDDLESEX—The Mutual Society v. Clarke [Huddleston, B.]

BERKS—Ward v. Hobbs [Brett, J.]

MIDDLESEX—Badham v. Gillespie [L.C.B.]

HERTS—Drakeford v. Whitwell [Huddleston, B.]

MIDDLESEX—Smart v. Priestly [Coleridge, C.J.]

WARWICK—Luscombe v. Grills [Field, J.]

SALOP—Graham v. Parry [Grove, J.]

NEWCASTLE—Angus and Co. v. Dalton and another. To be argued with demurrer [Lush, J.]

STAFFORD—Pearce v. Proprietors of Stourbridge Navigation [Brett, J.—Mr. Powell]

NEWCASTLE—Angus and Co. v. Dalton and others. To be argued with demurrer [Mr. T. Ridley (Referee)]

Moved Michaelmas Sittings 1876.

LEEDS—Broadhead v. Lancashire and Yorkshire Railway Co. [Lush, J.—Mr. Seymour]

BERKS—Rumbold v. Adnams [Brett, J.—Mr. Green]

STAFFORD—Pearce v. Proprietors of Stourbridge Navigation [Brett, J.—Mr. Powell]

SWANSEA—Wilkie v. Stevenson [Cleasby, B.]

SUFFOLK—Clark v. Molyneux [Mr. B. T. Williams]

[Huddleston, B.—Mr. Willis]

Tried during Sittings.

MIDDLESEX—Real and Personal Advance Company v. Beetham [Manisty, J.—Mr. Murphy]

MIDDLESEX—Rayner v. Mackintosh [Manisty, J.—Mr. E. Jones]

MIDDLESEX—Wainscott v. North Stafford Railway Company [Follock, B.—Mr. Powell]

MIDDLESEX—Jones v. Great Western Railway Company [Follock, B.—Mr. Seymour]

LONDON—Child v. Holland [Manisty, J.—Mr. Howard]

LONDON—Mason v. Cory and another [L.C.B.—Solicitor-General]

LONDON—Manyard v. Lowry and another [L.C.B.—Mr. Anderson]

LONDON—Same v. Walker [L.C.B.—Mr. Anderson]

SWANSEA—Grandfield v. Illingworth [Denman, J.]

SUFFOLK—Wilson v. Cole [Huddleston, B.]

SWANSEA—Kirkhouse v. Locke and another [Cleasby, B.]

MIDDLESEX—London and Provincial Bank v. Clarke [Manisty, J.]

LONDON—Riches v. Mellor [Bramwell, B.]

BURNLEY COUNTY COURT—Scott v. Freeman [Serjt. Atkinson]

CHESTER—Parry v. Riddell [L.C.B.]

### SPECIAL PAPER.

For Judgment.

Nil.

For Argument.

Boden v. London Small Arms Company. Demurrer.

Angus and Co. v. Daltons. Demurrer.

Same v. Same. Demurrer.

Jones v. Victoria Graving Dock. Special case.

Everhead v. London and North-Western Company. Special case.

Lascelles v. Lord Onslow. Special case.

Simon v. Rieman. Demurrer.

Scrutton v. Childs. Special case.

Turner v. St. Katherine's Dock Company. De.

Elford v. King. Demurrer.

Hooper v. Bourne. Special case.

Williamson v. Vestry of St. Mary, Islington. Demurrer.

The Buenos Ayres Railway Company v. Northway of Buenos Ayres. Demurrer.

Graham v. Rendall. Demurrer.

White v. Midland Railway Company. Demurrer.

Walker v. Northall. Demurrer.

Metropolitan Railway Company v. Defries. De.

Rivington v. Thompson. Demurrer.

Wilcox v. Marquess of Londonderry. Special.

Adnam v. Earl of Sandwich. Special case.

Rumball v. Metropolitan Bank, Limited. Special.

Simon v. Pownall and another. Demurrer.

Same v. Same. Demurrer.

Same v. Same. Demurrer.

Slade (the younger) v. Lake. Demurrer.

### ENLARGED RULES.

Rennie v. Ratcliff [Mr. Baker—Mr. Lush]

Reg. v. Justices of West Riding [Mr. Philbrick—Mr. Lush]

Same v. Barr [Mr. Lush]

Same v. Strutt [Mr. Lush]

Same v. Holbrook [Hon. A. Thesiger—Solicitor-General]

Same v. Stuart [Mr. Lush]

Same v. Smith [Mr. Lush]

Wray v. Clements [Mr. Lush]

### Divisional Court for Appeal from the Courts.

For Argument.

CUMBERLAND—Sidney v. M'Nally

WESTMORELAND—Hill v. Perce

LEICESTER—Re James Mee

WARWICK—Turner v. Great Western Railway Company

PENBROKE—Dargan v. Davis

DERBY—Sandys v. Markham

DERBY—Sandys v. Clarke

BRECON—Brecon Market Company v. The Guardians of St. Mary's, Brecon

DURHAM—Holt v. Storey

CHESHIRE—Verdin v. Wray and another

LONDON—Krali and another v. Burnett and others

CHESHIRE—Brown and another v. Pedley

ESSEX—Honeywood v. Owen

BRISTOL—Peters v. Cowie

DEVON—Hooper v. Kenahole

METROPOLITAN POLICE DISTRICT—Cole v. Manning

MIDDLESEX—Mayor v. Mercer

GLAMORGAN—Bevis v. Dyneover

GLAMORGAN—Ley and another v. Collis

REIGATE—Greene v. Hunt

REIGATE—Same v. Same

REIGATE—Greene v. Combe

REIGATE—Greene v. Crowhurst

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## To Readers and Correspondents.

not think you can obtain such information. Some statistics were published, by order of the House of Commons, giving returns, which at the Queen's Printers'.

Fitzgerald's.

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and, in a minor degree, of the legal profession, we would urge immediate action; the arrears are really enormous, and increasing. Mr. MORGAN, we believe, will bring the matter before the House of Commons on an early day, but no parliamentary pressure should be required to induce the Government to apply the remedy to the deadlock which now exists.

It will, apparently, be very difficult to carry out the intentions of the Legislature with respect to the Common Law Divisions. On the opening of the Sittings on Thursday, two or more Judges were sitting together in all the Divisions, there being three in the Queen's Bench. Parliament made a blunder when it left the distribution of judicial power subject to orders to be made by the Judges themselves. The words in sect. 17 of the Act of 1876, "so far as is practicable and convenient" are fatal words. If Parliament undertakes to regulate judicial business, it should do so thoroughly and completely. Comparisons are odious, but we must say that this enactment is similar in effect to a direction in a Government department that every clerk shall have a certain amount of work allotted to him, unless all the clerks resolve amongst themselves that they will share the work amongst them as they may feel disposed.

ANOTHER journal has been added to the list of publications the object of which seems to be to gain the ear of the public by retailing unpleasant social incidents connected with the lives of eminent persons. This is sufficiently lamentable when the eminent persons concerned fill positions which are independent of popular respect; but when the reverse is the case the consequences cannot fail to be serious. Unluckily the class of periodical to which we refer appears to be successful in enlisting the services of one or more hangers-on of the legal profession, and the last novelty of this kind has in each issue disclosed this circumstance in contributions excessively ill-judged and in the worst possible taste. The Bar knows, moreover, perfectly well how to take care of itself, and can, when necessary, most effectually resent undeserved judicial slights. When slights of this nature are indulged in with reference to matters of imperial importance, they recoil severely upon the heads of their authors. All this takes place without publicity, and nothing but evil consequences can result from the publication in periodicals of the description referred to of articles of a sensational character, directed against the judicial bench, and we hope that members of the legal profession will keep aloof from journals which seek to live by such discreditable devices.

SOLICITORS and their clients have so great an interest in the question to which we referred in our last week's issue, namely, the right of the former to receive commission from third parties to whom they introduce business, that no excuse is necessary for again referring to the same topic, and showing the views taken by the Judges with regard to such a practice. It must, in the first place, be clearly understood that the question is one which affects all persons who are in a fiduciary position. Thus, where a master of a ship received a premium for a bill on account of the ship, Lord ELLENBOROUGH refused to admit evidence of a usage for masters of ships to appropriate such premiums to their own use. Having expressed his opinion that the premiums belonged to the owner, and not to the captain, his Lordship continued, "If a contrary usage has prevailed, it has been a usage of fraud and plunder. What pretence can there be for an agent to make a profit by a bill upon his principal? This would be to give the agent an interest against his duty." (*Diplock v. Blackburn*, 3 Camp. 43, decided in 1811). So, too, an agent will not be permitted to make a profit of goods supplied by him to his principal or partner. (*Burton v. Wookey*, 6 Madd. 367; *Bentley v. Craven*, 16 Beav. 75). To the same effect is *Ritchie v. Cooper* (28 Beav. 344), decided in 1860, where a bill was filed for an account of the profits of a ship, of which the plaintiff and defendants were co-owners. The defendants managed the ship and supplied provisions in the way of their business as grocers and ship biscuit bakers. They charged the ordinary and not the cost prices; and the plaintiff asked for a declaration that the defendants were only entitled to charge the cost price of the provisions. The defendants alleged that the ordinary price was charged with the full knowledge and assent of the plaintiff. As this allegation was not denied the MASTER of the ROLLs refused to make the declaration, though he intimated that but for this fact he would have directed that in taking the accounts the defendants should be allowed the cost price only. (As to a plaintiff's knowledge and assent, see *Wilson v. Short*, 6 Hare. 306.) In *Turnbull v. Garden* (20 L. T. Rep. N. S. 218; 38 L. J. 331, Ch.), the principal prayed, amongst other things, for an account against her agent. The principal, being in the East Indies, employed the defendant, who was an army agent and account-treant maker in London, to receive her income, and to make payment out of it by her authority. Whilst the defendant was so employed, he was instructed by the plaintiff (the principal) to provide a cavalry outfit for her son. He did so, but instead of charging her the sum he actually

## The Law and the Lawyers.

informed that out of the eighty-three candidates for admission at the recent Inns of Court examination, thirty-five were rejected.

produce elsewhere a letter from Mr. OSBORNE MORGAN, M.P., to the *Times*, on the serious evils arising, and likely to arise from the insufficient staff of judges in the Chancery Division, and that the position of matters is fully appreciated by the Government, which, however, is reluctant to make necessary appointments. In the interests of suitors

the tradesmen, from whom he obtained the goods, he charged her from 15 to 25 per cent. more. He alleged that he was entitled to do so by the custom of his trade as army agent. "It is not the first time," said Vice-Chancellor JAMES, "that the court has heard and disapproved of the custom of 'salting' invoices. If the case had simply been one of a division of profits between tradesmen and a commission agent, the case would have stood on a different footing. But here there was quite a different case, and one which showed the danger of allowing the smallest violation of the rule of the court, by which persons standing in a fiduciary relationship were prohibited from deriving any profit from such a relationship, and that an agent cannot make the smallest perquisite out of his fiduciary position." These remarks are very strong. That a fiduciary relation exists between a solicitor and his client is well established, but the question may be asked whether there is not a difference in principle between the above cases and those in which the solicitor receives a commission which is not added to what the client would be required to pay supposing no commission were given, but subtracted from ordinary and fixed charges, in which case the commission could not be said to come out of the client's pocket. This distinction is not, however, recognised in our courts of law, for the real question is not whether the receipt of commission by the solicitor causes an increased expense to the client, but whether the solicitor has made any profit in the course of his employment without the knowledge or consent of his client. Thus, where an action was brought by the purchaser of a steamship to recover a sum of £225 from the defendant, who being employed to buy the ship as cheaply as possible, received that sum as commission on the sale from the vendor, the court said, "Whilst an agent is bound to account to his principal or employer for all profits made by him in the course of his employment or service, . . . there is at the same time a duty clearly incumbent upon him whenever any profits so made have reached his hands . . . to pay over the amount as money absolutely belonging to his employer." (*Morison v. Thompson*, L. Rep. 9 Q. B. 480.) Commission being profits, the whole matter may be reduced to a syllogism, all agents are bound to account to their employers for all profits made by them in the course of their employment: Solicitors are agents. Therefore all solicitors are bound to account to their employer (the client) for all profits made by them in the course of their employment.

THE rule of law that the owner of one piece of land may use it in the natural course of user, unless by so doing he violates the legal rights of another, has received an illustration of great practical importance to workers of mines in the recent case of *Wilson v. Waddell* (35 L. T. Rep. N. S. 639), in which the House of Lords affirmed the decision of the Second Division of the Court of Session in Scotland. The parties to the action were lessees under the same landlord of the minerals of contiguous pieces of land. The soil which lay over the minerals was naturally impervious to water, but in working his mine the respondent caused the surface water to flow through, a number of cracks having opened during the progress of his mining operations. This water flowed through the respondent's mine, and thence into that of the appellants, which was at a lower level. The latter thereupon claimed damages for the loss they had sustained by reason of the increased expense cast upon them by the inflowing of the water. The court below decided that this was a case of *damnum absque injuria*, and this view was upheld in the House of Lords. "The question," said Lord BLACKBURN, "seems to be whether there is any servitude on the owners of the upper mines for the benefit of the owners of the mines on the dip to preserve either the surface or the subjacent minerals as water-tight as the undisturbed state of the strata." No authority was cited in support of such a proposition. "The general rule of land in both counties," continued his Lordship, "is that the owner of one piece of land has a right to use it in the natural course of user, unless in so doing he interferes with some right created either by law or contract, and as a branch of that law the owner of the minerals has a right to take away the whole of the minerals in his land, for such is the natural course of user of minerals; and a servitude to prevent such user must be founded on something more than mere neighbourhood." The well-known case of *Rylands v. Fletcher* (19 L. T. Rep. N. S. 220) is the leading authority upon questions like the present. A comparison of the judgment of the LORD CHANCELLOR in that case with the decision in *Wilson v. Waddell*, shows that the same principles run through both cases.

#### BILLS OF SALE ACT AS APPLIED TO FIXTURES.

By the Bills of Sale Act of 1854 it was in the interpretation clause declared that "personal chattels," the subject of the enactment, should mean "goods, furniture, fixtures, and other articles capable of complete transfer by delivery, and should not include chattel interests, real estate." It was further declared that "personal chattels" should not be in the "apparent possession" of the person to whom the bill of sale, so long as they

should remain or be in or upon any house or other premises occupied by him, or as they shall be used or enjoyed by him place whatsoever, notwithstanding that formal possession may have been taken by or given to any other person.

The application of these words to the varying circumstances of the cases which have called for decision has given rise to difficulty.

One of the most recent of these cases, that of *Meux v. Chelmsford* (L. Rep. 7 Eng. & Ir. Ap.), which, as having proceeded to the House of Lords, might have been expected to throw some considerable light on these vexed questions, really does nothing of the kind. *Meux v. Jacobs* found its way into the House of Lords through some misapprehension not of the law but of the facts of the case. The judgments delivered by Lords Chelmsford, Hatherley, and Selborne contain doubtless some very sound at the same time very trite statements of the law in regard to fixtures as affected by the Bills of Sale Act; but, so far as we see, neither the decision nor the *dicta* of the Lords settle any question that was previously open to fair discussion, nor unsettle any that had previously been accepted as settled. The case is distinctly treated as one which, if the facts had been duly ascertained in the court below, would not, or ought not, to have been brought before the higher tribunal.

In *Meux v. Jacobs* it was very clearly pointed out by Lord Chelmsford, Hatherley, and Selborne, that when (as in that case) there was no bankruptcy, insolvency, assignment for the benefit of creditors, on the part of the giver of the bill of sale, nor execution against him, then the Act could have no operation whatever. This was quite enough for the decision of the case, no doubt could have been reasonably entertained that a mortgage of land carries with it to the mortgagee all fixtures, including trade fixtures, and whether set up by the mortgagor before or after the mortgage. The Bills of Sale Act does not raise the question of what passes by the mortgage, but declares that in given circumstances as well as against certain classes of persons it shall be void. What is really left in doubt by that case, what Lord Selborne as taking part in it expressly declined giving an opinion on, was whether in the cases where there had been bankruptcy, &c., on the mortgagor's part, or execution against him, the mortgagee of the land was bound to register the mortgage in respect of trade or other fixtures removable as between landlord and tenant which might be annexed to it.

When the mortgage of the land is in fee simple or for term, it cannot, we think, be maintained that the deed in respect of the fixtures annexed requires registration, indeed, the very contrary is stated by Mr. Justice Lush, who says, in *Butlin v. Butlin* (28 L. T. Rep. N. S. 532; L. Rep. 8 Q. B. 290): "A conveyance of a manufactory is in fee or for a term of years, and cannot be said to be a bill of sale of chattels, although machinery may pass as part of the factory. The deed being a conveyance of the land, does not require to be registered, although the machinery passes with it. The precise point was decided by the Lords Justices in *Ex parte Barclay, re Jones* (L. T. Rep. N. S. 479; L. Rep. 9 Ch. App. 576), where it is laid down in the clearest and most satisfactory manner that the test whether a mortgage deed of a building and fixtures requires registration under the Bills of Sale Act, is whether it gives power to the mortgagee to sell or take possession of the fixtures separately from the building. In *Hawtrey v. Butlin*, a house mortgaged a factory by under demise and by a separate deed assigned (subject to redemption) the trade fixtures absolutely to the court held the assignment within the Act. A similar decision was come to by the Court of Chancery Appeal in *Ex parte Daglish, re Wilde* (29 L. T. Rep. N. S. 168; L. Rep. 8 Ch. App. 576), the fact that the fixtures were there demised with the land being held not to vary the case, inasmuch as a power for the mortgagee to sell them separately was also contained in the deed.

It cannot, we think, be said, as was said by Mr. Justice Lush, County Court Judge at Aberdare, whose judgment in a case involving the validity of the two last-mentioned decisions, which will be found in our impression of the 7th Oct. last, they have been overruled by *Meux v. Jacobs*, especially when Lord Selborne, referring to the case of *Ex parte Daglish*, and a similar case of *Begbie v. Fenwick* (24 L. T. Rep. N. S. 58), before Lord Chancellor Malins, which had been commented on in the judgments of counsel, speaks thus: "My Lords, whether these decisions were correctly decided or not is not the question before your Lordships. It may be an important question, and for my own part I think your Lordships would desire to abstain upon this occasion from expressing any opinion on the subject, it not being necessary to do so."

The doctrine of the Court of Queen's Bench, Vice-Chancellor Malins and the Lords Justices, appears to be that if the mortgagee of land takes in the annexed fixtures an interest larger than otherwise than as incidental to, the estate or term in the land to which they are annexed, and which would carry with it the right to sell or sever them, the deed is within the Act.

We think this doctrine fully accords with the policy of the Bills of Sale Act, and is likely to be maintained by the court of appeal.

would be a very narrow construction to hold that the meaning of "fixtures" in the Act can or ought to be restrained so as to apply only to fixtures which are mortgaged separately from the land to which they are annexed. Neither, to go a step further, could it be sufficient that the fact of the mortgagee taking some lease or term in the land should *ipso facto* exempt the mortgagee from the necessity for registration in respect of the fixtures, if, so far as the mortgage confers on the mortgagee by means of the power of severance and sale of the fixtures, or otherwise, a right to them larger or other than his right as incident to their annexation to the land. It would, as Lord Justice James points out in *Ex parte Daglish*, open a wide door through which conveyancers might evade the statute, if the existence of, e.g., a short term or a tenancy from year to year vested in the mortgagee, were permitted to exclude the operation of the Act from fixtures which, for all practical purposes, belonged to the mortgagor and were, as to the absolute property therein vested, subject to redemption, in the mortgagee. There is a passing doubt, whether in such cases the bill of sale of the mortgagor should not, to the extent of his interest in the fixtures arising from and incidental to their annexation to the land, be treated as if it had been registered. He has endeavoured, it is true, to secure for himself a right of interest in the fixtures than the law will accord to the mortgagor of an unregistered bill of sale, but why, it may be asked, should such a futile attempt be the means of depriving him of a lesser right or benefit to which he would otherwise be entitled? This is the answer perhaps and probably is, that the lesser right is completely merged in the greater—that the partial and qualified ownership incident to the annexation is lost in the complete ownership of the mortgagee arising out of special contract.

From the report of the case at Aberdare the mortgagor appears to have been possessed of a colliery, as lessee, and to have mortgaged the same by demise, but to have assigned the trade fixtures subject to redemption, absolutely. There was a power for the mortgagee to sell after a fixed date. Before that day arrived the mortgagor's estate went into liquidation. The bill of sale not having been registered, Mr. Falconer held that the title of the mortgagee to the fixtures was nevertheless good as against the trustee under the liquidation. The case, it will be readily perceived, was in substance and for all practical purposes the same as that of *Hawtreys v. Butlin* (*ubi sup.*). It appears, therefore, to us clear that, as a Judge of an inferior court, he was bound by the decision in that case, and in the similar one of *Ex parte Daglish*, and as we have seen before, it is equally clear that he was entirely mistaken in supposing that these cases have been overruled or in any way shaken by *Meux v. Jacobs*. But for this mistaken impression we scarcely think that Mr. Falconer would have considered the subsidiary reasons put forward sufficient in themselves to support his judgment.

Now we understand to be, first, that the Act is not to apply to chattel interests in real estate. To which the answer of course is that "fixtures" are specifically subjected to its operation, and are therefore to be excepted from the larger general words which, taken by themselves, might be construed as including them; secondly, that the time at which the mortgagee was authorised to exercise his power of sale, had not arrived when the title of the mortgagee in liquidation accrued. This is answered by the case of *Leaman v. Miller* (12 Com. B. N. S. 659), which shows that a mortgagee of chattels personal (as fixtures are for the purposes of the Act), cannot, by inserting a provision that the mortgagor shall hold until demand, notice, &c., exclude the operation of the Act as to reputed or apparent ownership.

#### COUNTY COURT APPEALS.

The whole question of appeals from County Courts will probably, at some distant period, occupy the attention of the Legislature, and it may not be inopportune at the present time to take a general survey of the subject, pointing out at the same time one or two points which require the most immediate consideration. This question of appeal, it will be recollected, was first given in 1850 by 14 Vict. c. 61, the Act which extended the ordinary jurisdiction of County Courts from £20 to £50. The 14th section of that Act provides that if either party in any cause of the amount to which jurisdiction is given by the Act "shall be dissatisfied with the determination or direction of the said court in point of law, or in the admission or rejection of any evidence," he may appeal to the Superior Court. To entitle him to be heard he must, however, within ten days of the determination or direction, have given security of such appeal to the other party, or his solicitor, and also approved security for the costs of the appeal, and, if he is dissatisfied, for the amount of the judgment. It is provided, however, that the latter security may be dispensed with in certain cases. The Court of Appeal is empowered either to order a new trial or judgment to be entered for either party, as the case might be. The 15th section provides for the form in which the appeal is to be made, and orders that it shall be in the form of a case agreed on by both parties, unless they cannot agree, in which case the Judge shall settle and sign it. Here, as pointed out in *Ex v. Burgess* (4 E. & B. 655) the right to appeal was made to extend to the amount legally recoverable.

Six years afterwards this right of appeal was further enlarged by 19 and 20 Vict. c. 108. The 68th section of this Act, enacting that an appeal on the same grounds and subject to the same conditions as are stated above, shall lie "in all actions of replevin where the amount of rent or damage exceeds £20, and in all actions for the recovery of tenements, when the yearly rent or value of the premises exceeds £20, and in proceedings in interpleader," when the value claimed amounts to £20, and in all actions where the parties agree that the court shall have jurisdiction. The next addition to the right was made eleven years afterwards, in 1867, by the Act of 30 and 31 Vict. c. 142, which gave a right of appeal when a fresh jurisdiction was given. An important concession was also made by the 13th section of the same Act, which, after allowing an appeal in actions in ejectment and in actions where title comes in question, provides that, with leave of judge, "an appeal shall be allowed in actions in which an appeal is not now allowed, if the judge shall think it reasonable and proper that such an appeal should be allowed." The utility of this provision is obvious. The Supreme Court of Judicature Act, 1873, sect. 45, provides a tribunal before which appeals shall be heard. Lastly, the County Court Act 1875 establishes a new mode of appealing, but it does not in any way extend the right of appeal.

The enactments cited contain the substantive law upon the right to appeal. Appeals are now either of right or in the discretion of the Judge, the latter being in no case confined to cases in which the amount at stake is at least a sum specified. The 6th section of the Act last referred to provides that in any proceeding, other than a proceeding in bankruptcy, any person aggrieved "by the ruling order, direction, or decision of the judge, at any time within eight days after the same shall have been made or given," may appeal by motion instead of by special case. It is likewise provided that at the hearing of any proceeding the Judge shall, at the request of either party, make a note of any question of law raised during the proceedings, and "of the facts in evidence in relation thereto, and of his decision thereon," but nothing is said of any duty incumbent upon the Judge to take such notes unless so requested. This raises an important inquiry, and it may be asked how, in the event of an appeal, the facts may be brought before the Divisional Court? The County Court rule 1875, Order XXIX., provides for appeals by special case. The appellant must prepare the case for appeal, but if the Judge does not approve of the case (which must be submitted to him), both parties shall be summoned before him; if they cannot agree the Judge shall himself determine the form of the case, and finally settle and sign the same. So much for appeals by special case. But inasmuch as appeals may be either by special case or by motion, it may be further asked whether, in the event of a party who gives notice of his intention to appeal by way of motion after the conclusion of the hearing or trial, but who has not requested the Judge to take notes, in accordance with sect. 6 of the Act of 1875, such party is entitled to call upon the Judge to do all things necessary to enable the appeal to be heard in that manner? Can he in fact require the Judge to make the notes mentioned in the above section, notwithstanding the fact that no notice was given during the proceeding? If we turn to the County Court rule relating to the question we shall not be much enlightened. Order XXIX., Rule 12, provides merely that the rules relating to appeals by special case in this order shall not apply to appeals by motion, "but such appeals may be had under the provisions of sect. 6 of The County Courts Act 1875." Now it must not be forgotten that the right to appeal by way of motion is a right wholly founded upon the above section, and that the right given is not an absolute right to which no condition is attached. On the other hand, it seems to result from the wording of the 6th section that the question whether the right exists at all in a particular case depends entirely upon the parties themselves. The right, so far as points which might be raised during the trial are concerned may be considered as being *in posse* during the hearing or trial, but if neither party takes the steps indicated during the proceedings, the right is no longer *in posse*, but at an end with the end of the proceedings, and it is too late then for the party to call upon the Judge to make a note. We believe the case to which we referred some time ago, in these columns bearing directly upon this question will shortly come before the Divisional Court, and we may, therefore, hope to have the question definitely settled. The matter is really not a very serious one, for in whatever way it may be decided it will not deprive an intending appellant of his right of appeal. If the view we have taken is correct, there still remains open the right of appeal by special case. A number of other questions might be raised with reference to appeals from County Courts. Such was that raised in the recent case of *Cousins v. Lombard Deposit Bank (Limited)* (35 L. T. Rep. N. S. 495), where a motion was made for a new trial, on the ground that the decision of a County Court Judge was against the weight of evidence. It was clear and admitted that previous to the County Court Act 1875, there existed no means of reviewing a Judge's decision upon facts only, but it was contended that the effect of the 6th section was to remedy this. "What was the old law?" said Baron Cleasbrough. "Before that Act there could be no appeal except upon points of law."

law raised and stated by the Judge himself. The effect of this 6th section is merely to give parties an opportunity to appeal by way of motion upon the Judge's notes, instead of by a special case stated by him. The section does nothing but substitute a new mode of appeal for that which existed before." The motion was dismissed.

#### AGENCY—LIABILITY OF AGENT TO THIRD PARTIES WHERE THE AGENT ACTS WITHOUT AUTHORITY.(a)

WHEN an agent assumes to act as agent without authority the following cases may arise :

- (A) The agent may be aware that he has no authority at the time of entering into the contract.
- (B) He may act upon a *bonâ fide* belief that he has authority where none has in fact been conferred.
- (C) He may after the determination of his authority act upon a belief that his authority is still in force.
  1. Acting upon such belief he may omit to give to the other contracting party such information as would enable that other equally with himself to judge as to the authority under which he proposed to act.
  2. Acting upon such a belief he may give to the other contracting party all such information.

The leading case upon the last point is that of *Smout v. Ilbery* (10 M. & W. 1), decided in the year 1842. This was an action for goods supplied to a married woman by the plaintiff, who had been in the habit of supplying the defendant's husband, and who continued to supply the wife after her husband went abroad, where he died. The question for the court to determine was whether the wife was liable for the goods supplied from the date of her husband's death until the arrival of the news of the death. A verdict having been given for the plaintiff, a rule was obtained to show cause why the verdict should not be set aside and a new trial had, on the ground that the defendant was not liable for the meat supplied after but before she had any knowledge of her husband's death. It had been previously decided that a principal's executor is not liable under the circumstances. The court having taken time to consider its judgment, which was delivered by Baron Alderson, held that the wife was not liable, on the ground "that there must be some wrong or omission of right on the part of the agent, in order to make him personally liable on a contract made in the name of his principal."

"There is no doubt," said the learned Baron, "that in a case of a fraudulent misrepresentation of his authority, with an intention to deceive, the agent would be personally responsible. But, independently of this, which is perfectly free from doubt, there seems to be still two other classes of cases, in which an agent who without actual authority makes a contract in the name of his principal, is personally liable, even where no proof of such fraudulent intention can be given. First, when he has no authority, and knows it, but, nevertheless, makes the contract as having such authority. In that case, on the plainest principles of justice, he is liable. For he induces the other party to enter into the contract on what amounts to a misrepresentation of a fact peculiarly within his own knowledge; and it is but just that he who does so should be considered as holding himself out as one having competent authority to contract, and as guaranteeing the consequences arising from any want of such authority. But there is a third class, in which the courts have held, that when a party making the contract *bonâ fide* believes that such authority is vested in him, but has no such authority, he is still personally liable. In these cases, it is true, the agent is not actuated by any fraudulent motives, nor has he made any statements which he knows to be untrue. But still his liability depends on the same principles as before. It is a wrong, differing only in degree, but not in its essence from the former case, to state as true what the individual making such statement does not know to be true, even though he does not know it to be false, but believes without sufficient grounds that the statement will turn out to be correct. And if that wrong produces injury to a third person who is wholly ignorant of the grounds on which such belief of the supposed agent is founded, and who has relied on the correctness of his assertion, it is equally just that he who makes such assertions should be personally liable for its consequences."

The same Judge, in continuation, remarked that on examination of the authorities the court was satisfied that all the cases in which the agent had been held personally responsible, will be found to arrange themselves under one or other of these

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

three classes. The present case was distinguished these authorities. Here the agent had in fact full, originally, to contract, and did contract, in the name of the principal. There is no ground for saying that in representing herself she did any wrong whatever. There was no *mala fide* part—no want of due diligence in acquiring knowledge of the revocation, no omission to state any fact within her knowledge to it, and the revocation itself was by the grace of God continuance of the life of the principal was, under the circumstances," said the same judge, "a fact equally within the knowledge of both contracting parties. If, then, the true principle of the case is that there must be some wrong, or some fault on the part of the agent in order to make him personally liable on a contract made in the name of his principal, it follows that the agent is not responsible in such a case as the present." And to this conclusion the court came. Some thrown upon the latter remarks by an observation made by the same learned Judge in the course of the argument. "The question is this, whether, where an agent contracts in the name of his principal, and it turns out afterwards that there is no authority, and there is no fraud in the case, the agent is liable as principal." The judgment of the court was also supported by reference to the ordinary case at common law of a person who makes a contract in the lifetime of her husband without his authority. This case was referred to in argument in a subsequent case, *v. Trimen*, 18 C. B. 786, 856), when Chief Justice Jervis said that there was no representation at all by the defendant, and that the plaintiff was misled by a circumstance equal to the knowledge and beyond the control of both parties.

From the above judgment it is clear that the court on that all cases in which an agent has been rendered liable for misrepresentation of authority, viz., assuming to act without authority, may be reduced to some one or other of three classes following:

1. Where the agent has made a fraudulent misrepresentation.
2. Where he has no authority, and knows it, but nevertheless makes the contract as having such authority.
3. Where, acting as agent under a *bonâ fide* belief that he has authority, he omits to give to the other contracting party such information as would enable that other equally with himself to judge as to the authority under which he proposed to act.

#### LAW LIBRARY.

*The Inns of Court Calendar* (London: Butterworths) is a publication for which Mr. Charles Shaw, the Under Treasurer of the Middle Temple, is responsible. The object of the publication is to supply a calendar to the Inns of Court similar to that published by the Universities. It gives the names, titles, and so on, of the judges, a list of the benchers, and other like information, the bulk of it is devoted to barristers and students. It gives particulars about every barrister, e.g., the date of his admission, his call, and his academical degree. In this, however, it is conspicuous. Within the limits of the reviewer's own knowledge, several well-known graduates appear without any mention of their degree. In one instance a barrister appears under a Christian name, his surname being put after it, so that, if he is figuring as Smith, John, his name is given John, Smith. There are many men at the Bar who have received a better education than is frequently met with amongst distracting sports at the Universities, and who have enjoyed University education without graduating. Only two prominent cases are these cases noticed. We do not think that a compiler is entitled to use an arbitrary discretion as to the line is to be drawn in the personal history of men upon whose career he undertakes to give. Nor do we think that he should print everything a person chooses to say of himself as an absurdity for one gentleman to mention that he was called to the bar by a certain learned judge on circuit in a certain year, for to say that he practises before Parliamentary committees is never there; and for another to tell us that he has contributed articles to the *Law Magazine*! Equally absurd is it for a man to tell the legal world that for eight years he was an office man, and is now a "landowner." It is very evident that practising barristers don't care about parading their biographies, and we fear Mr. Shaw will have great difficulty in making more than a bare record of facts which he can obtain from several Inns. In any event, we doubt its value, and do not see what useful purpose it is to serve.



## SOLICITORS' JOURNAL.

as true as it is astonishing that one of the important provisions under Order XXII. of rules of the Supreme Court is entirely overlooked by a large number of solicitors. We are familiar with the power by Order XIV., rule 1, is given to the court judge to permit a plaintiff to sign final judgment after appearance to a writ of summons duly endorsed under Order III., rule 6, but in cases, where the court or a judge refuses to sign such an order, which in effect operates to a defendant to defend, it is not an uncommon thing for plaintiff's solicitor, at the expiration of time limited by Order XXII., rule 3, to sign a statement for want of statement of defence, such statement of defence not being delivered by defendant's solicitors under the misimpression that his client is entitled to a statement of claim. Nothing, however, can be clearer than that in such a case a plaintiff need not deliver any statement of claim. It is clearly provided for in Order XXII., rule 3, that it is necessary for a defendant's solicitor, in actions in which an order has been refused a summons issued under Order XIV., rule 1, to deliver a statement of defence within eight days after the day when leave to defend is in effect, or within such further time as may be ordered at the time of the making of the application under Order XIV., rule 1. Owing to the fact the provision under Order XXII., rule 3, has been overlooked in many instances, the common masters have had occasion to make orders for costs aside judgments on payments of costs, judgments having been signed, for want of statement of defence, after leave to defend. Of course, in a case under Order XX., rule 1, where a statement of claim has been dispensed with, our remarks do not apply. While upon this subject we draw attention to an impression which prevails, that any indorsement on a writ of summons amounts to a special indorsement so as to entitle the plaintiff to the sum of 5s. costs thereof. This, however, is only allowed under Order rules 6 and 7, and the common law taxing masters have in many cases refused to allow any fee for indorsement on a writ of summons, but in the case of such indorsements as are required by Order III., rule 6 being the indorsement required under Order XIV., rule 1. A special indorsement may be said to be a writ of summons which would entitle a plaintiff to substitute a notice in lieu of statement of claim under Order XXI., rule 1.

appointment of a new judge and of additional clerks for the Chancery Division is made. The commencement of the present year found this important division of the Court of Justice with a list of 567 causes to be disposed of, while the list of this time last year only 365 causes ready for hearing. The very arrears, the existence of which has long been proverbial, are therefore rapidly on the increase, and the operation of the Judicature Acts has been to aggravate the evil attendant upon delay in the despatch of the business of this division. We do not pretend to say that the list of 567 causes ought to have been cleared off before the last Michaelmas sittings, but a large proportion, certainly over 300 causes, constitutes the arrears, besides a considerable amount of other business of a very important character. This brings us to another matter worthy of consideration, namely, whether some arrangement not be made whereby the chamber business which the Chancery judges are called upon to attend to, cannot be disposed of on any one day in each week instead of being left to hang about half-past four o'clock after the day has risen, and when judges are tired and solicitors can ill afford the time to wait in the purlieus of Judges' Chambers as at present.

In our column we publish an abbreviated report of the annual general meeting of the Portsmouth and Gosport Law Society. The way in which some very important resolutions, or, rather, suggestions, were received at this meeting, is neither encouraging or promising in connection with the future of the solicitors' profession; indeed, it looks as if this society, which, under the influence of the impetus it has received of other local character, has shown signs of life and which did it credit, would, if left to itself, languish. It was actually considered unnecessary to have any annual report of the society's proceedings submitted to the general meetings. As to fix a minimum fee of 150 guineas as a fee to be taken with articles of clerkship received no support, or, at least, so we gather from the report before us; and the fact that the Bolton Law Society had adopted a resolution fixing 250 guineas as the lowest figure, was mentioned to no effect; indeed, one member hinted that even under 100 guineas might be taken under

certain circumstances, while a correspondent, writing in reference to this meeting, and in reference to this particular motion, states that even smaller premiums are taken in Portsmouth, and that such sums are not paid down but are made payable over the period of the term of service. As to a law library, which towns with fewer practitioners than there are in Portsmouth already possess, the mover of a resolution favouring the formation of such a useful institution seems to have been regarded as quixotic for venturing upon such a proposal; while as to solicitors asserting their right in connection with Parliamentary agency business, the society instead of taking action decided to do so on some future occasion. This society is in effect represented on the council of the Incorporated Law Society, a distinction of which it is really hardly worthy, if we may judge by the report of the recent meeting, which is before us. There seems to be little or no desire on the part of the majority of those local practitioners who belong to it to take an active and prominent part in those professional reforms, the accomplishment of which is only delayed by the apathy of the great bulk of solicitors throughout the country.

THE Council of the Incorporated Law Society elect the extraordinary members of the council from among the members of the society who are presidents of Country Law Societies. It is to be hoped that while the number is limited, as at present, the council will not be content to look at the qualifications of such presidents, but more especially at the character of the societies which such presidents represent. The learned President of the Portsmouth and Gosport Law Society, for instance, is all that can be desired, except that he belongs to the old school of lawyers, and looks, perhaps, with doubt on many of those proposed alterations and reforms within the Profession which will soon be insisted on by the younger members of the Profession; but the Portsmouth Society—judging by the report of the proceedings at the recent annual meeting—is not a society having any special claim upon the patronage of the council of the chief law society. At the moment when Portsmouth solicitors consider the formation of a law library out of the question, the Bradford Law Society has purchased a set of law reports, and with the aid of books lent by various members, has succeeded in forming a law library at Bradford.

EVER since the Judicature Acts came into operation, we have had occasion, from time to time, to call attention to the want of uniformity of practice in the common law offices and chambers. Two points of this character, which have just come to our notice, deserve notice. In the Common Pleas Division an appearance is required to be prepared on the usual printed form, bearing an impressed stamp of 2s. in the case of one defendant, while in the Queen's Bench Division no objection is made in the very numerous instances in which adhesive stamps are used for like purposes. The further order as to fees by stamps of 22nd April 1876, provides that the fee payable on entering an appearance is to be denoted by an impressed stamp, except that in the case of an appearance of more than one person entered on the same memorandum, the fees for all persons beyond the first are to be denoted by means of impressed or adhesive stamps. The difference in practice at present prevailing frequently occasions delay and unnecessary trouble to common law clerks. It is a great pity that the old practice was not adhered to of allowing the use of adhesive stamps in all such cases. The second case is as to certificates of non-appearance. In the Queen's Bench Division these certificates are issued and acted upon without any stamp, either impressed or adhesive, being used for the purpose, while in the Common Pleas Division the use of a shilling stamp is in every case insisted on. The order as to court fees of 28th Oct. 1875, provides for the payment of 1s. upon taking a certificate of non-appearance, such stamp being 4s. on the higher scale, and the further order as to taking fees by stamps of 22nd April 1876, provides in the schedule that such fee upon a certificate of non-appearance shall be paid by means of an impressed or adhesive stamp. We have already called attention more than once to the difference in many of the forms used in one common law division as compared with forms used for similar purposes in the other divisions. If the common law masters would but meet and agree to a uniform procedure in all the common law divisions it would be conferring a boon on the Profession.

A CORRESPONDENT forwards to us a draft bill of costs in which no separate charge is made for copies of writs of summons for service on defendants, and in which a sum of 5s. only is charged for copy and service of *subpoenas ad testificandum*

and *subpoenas duces tecum*, and inquires the present practice of the taxing masters on these two points. The masters have for a long time past allowed 1s. for copies of writs, or 4d. a folio for such copies, whichever the plaintiff's solicitor prefers; this, of course, in addition to the usual 5s. for service of same, and as to copy and service of *subpoenas*, a sum of 1s. and 4d. a folio, is in this case also allowed in addition to the usual fee for service of same. This is in each case provided for in the schedule of costs issued with the additional rules of court of August 1875. We may further add that no costs are allowed for attending printer with draft pleadings, or with the proof thereof. In agency cases close copies of a party's own pleadings are not allowed as against the opposite party on taxation, and country solicitors will do well to remember that the costs of summonses for time other than the first summons are disallowed on taxation between party and party. The costs of an affidavit of increase are now usually allowed, although not called for by the other side, especially where any objection is taken by the other side, which is answered by reference to such an affidavit, but the practice on this point is not uniform in all the common law divisions.

A WELL-KNOWN firm of solicitors, practising at Durham, have forwarded us the usual printed notice to creditors of a general meeting of creditors as provided by sect. 125 and 126 of the Bankruptcy Act 1869, accompanying which notice is the usual form of proxy. The notice is signed by the debtors themselves. In sending us these papers our correspondents say: "We inclose you exact copy of a notice, convening first general meeting under the Bankruptcy Act, 1869, which has been sent to a client of ours. It will be observed that the forms are prepared by an accountant, and that no solicitor is employed in the case. We consider this to be an offence under sect. 60 of the Stamp Act, 1870, and one of which not only the Incorporated Law Society and the Legal Practitioners' Society should take notice, but also that Government should institute a prosecution in the case, as the encroachments of accountants in the north of England are increasing daily." On the face of the papers there is nothing to show that the debtors themselves may not have prepared the notices; but it would no doubt be an offence for an accountant to do so for fee or reward. If this should be found to be the fact the matter should be represented to the Inland Revenue authorities.

THE practice of parliamentary agency as at present prevailing is—as our readers are aware—threatened with material changes, which will operate very adversely to the interests of the great bulk of solicitors throughout the country, and it would be a great misfortune if the Council of the Incorporated Law Society should be induced to relax its efforts in the interests of solicitors by the promise of certain limited concessions at the hands of those agents who are really seeking to obtain a monopoly. Mr. Henry N. Wordsworth, in writing upon this subject, says: "Agents require and receive a large discount from the printers on the amount of the printers' bills, and the clerks or the senior clerks of the agents get a discount in addition. You may take it as a fact that it is the custom of the printer to allow the agent himself 10 per cent. on the amount of the printing bill paid by the agent, and in addition for the clerks or the senior clerk to get an additional 5 per cent. or more. Now an unnecessary 15 per cent. on the cost of printing is a serious matter to those who have to pay it in the end. No one can be better aware than your lordship of the important element which printing constitutes with respect to the cost of private bill legislation. Parliamentary printing, as you must be well aware, is charged at a much higher rate than ordinary printing, whether despatch is required or not, and the additional cost, coupled with the 15 per cent. discount, must run the printing charges up to nearly 50 per cent. more than for ordinary work under similar circumstances. A little reflection will show that this 15 per cent. discount represents in the whole a considerable sum, at all events, upwards of £10,000 each session. I understand that the leading agents consider it derogatory to divide their fees with solicitors, but yet they see nothing derogatory in demanding (I cannot say accepting) so high a percentage on the printing. I understand, also, that there is a Parliamentary Printers' Association which recognises the practice. A portion of the printing, such, for instance, as the printing of the proceedings before the committees, is, I believe, dealt with by the solicitor instead of the agent, according to the etiquette which exists, probably grounded on convenience, the solicitor being in direct communication with his client's counsel and witnesses, but I am not aware whether or not solicitors receive or receive a similar allowance to the agents."

printers. If they did, I fancy I should have heard of it. Now, the case between a solicitor and an agent may be said to be different. Rightly or wrongly, according to the etiquette of the Profession as interpreted by the Law Society in Chancery-lane—I know not, and do not care to inquire which—a solicitor, according to my experience, often without any advance on account from his clients, disburses large sums of money out of his own pocket on behalf of clients, and if in such a case he takes a discount, putting aside the simple etiquette of the Profession, of which I say nothing, there would appear to be a sort of justification for his taking a discount in return for his advance of his own money. But an agent, at all events an eminent one, cannot divide his fees with his solicitors; he could not, of course, take up business of a speculative kind on the no cure no pay principle; he cannot let off his client in the case of non-success, but must, like counsel, ignore all such subsidiary circumstances, and receive his fees in any case. Further, it is a point of principle with the leading agents, as I know full well, at an early period of the session to estimate his disbursements, either the whole or in part, and to require an advance from the solicitor, and it is out of this advance that House fees are subsequently—that is, when the term of credit has expired, and the payments to printers, from which the large discount is deducted, are paid. There is reason to suppose that you are not acquainted with this or with certain other subsidiary matters relative to private bill legislation, which to some persons seem questionable. A recent regulation, however, with regard to certain gratuities heretofore payable at St. Stephens, shows that some attention has been directed to a subject which still requires investigation. That the leading agents are not entirely disingenuous might be inferred from their recent procedure at what they must have no doubt have deemed a critical moment in assisting certain solicitors in being placed upon the roll as agents, and thereby reducing the opposition to the regulations recently proposed—a circumstance which has attracted attention outside mere professional circles. We attach importance to the opinion of Mr. Wordsworth on the question with which he here deals, but we cannot suppose that any attempt on the part of leading firms of parliamentary agents, who are not solicitors, to stifle opposition by admitting certain well-known firms of solicitors within their ranks, will prove successful. Lord Redesdale himself would be the very first to condemn any action of this character, by those who will be so much benefited by the successful accomplishment of his Lordship's aims.

#### SPECIMEN DIGEST OF THE LAW AS TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 180.)

##### ARTICLE 34.

##### DETERMINATION OF THE RETAINER.

THE authority of a solicitor comes to an end:

- A. By performance of the matter authorised.
- B. By act of solicitor
  1. Withdrawing from cause.
  2. By giving up business.
  3. (In case of a firm) By dissolution of partnership.
- C. By act of client.
- D. By incapacity of solicitor.
  1. Death.
  2. Insanity.
  3. Being struck off the Rolls.
- E. By incapacity of client.
  1. Death.
  2. Insanity and appointment of a committee.
  3. Marriage of *feme sole*.
  4. Outlawry (probably).

A solicitor cannot, as a rule, be changed during the pendency of an action without an order to that effect.

Cons. Ord. III. r. 3 provides that:

A party suing or defending by a solicitor shall not be at liberty to change his solicitor in any cause or matter without an order of the court for that purpose, which may be obtained by motion or petition, as of course. Until such order is obtained and served, and notice thereof given to the clerk of records and writs, the former solicitor shall be considered the solicitor of the party.

Reg. Gen. Hil. T. 1853, r. 4, provides that:

No attorney shall be changed without the order of a judge.

##### Note.

See *Viner Abr. Att. M.*

Upon the death of the solicitor on the record no order to change is necessary, but notice should be given to the opposite party of the appointment of a new solicitor, or the client may be treated as appearing in person.

*Collins v. Arnold*, 1 B. C. R. 217.

##### Note 1.

Upon application on a client's behalf for an order to change the solicitor, the court must be satisfied that the client understands the nature of the

application. Thus: In an application where the client was ignorant of the English language, the affidavits were required to show that the purpose and object of the motion were known and sanctioned by the client: (*Davies v. Loveland*, 3 C. B. 868.)

##### Note 2.

Three petitioners retained the same solicitor in an application to wind-up a company. The order was made, and subsequently two of the petitioners served, and obtained an order as of course at the Rolls to change their solicitor. Vice-Chancellor Hall, however, held that the two had no right to act separately, and the order to change the solicitor was discharged: (*Re Norwich, &c., Building Society* (22 W. R. 554).)

##### ARTICLE 35.

##### DURATION OF THE SOLICITOR'S AUTHORITY.

The authority of a solicitor in an action in the Common Law Divisions of the Supreme Court, continues up to signing final judgment.

See cases cited *Chitty's Practice*, vol. 1, 67.

##### Note 1.

Lord Coke says that an attorney's retainer to conduct a suit enabled him to sue out execution under it at any time within a year after the judgment (i.e. during the period when such an action might be brought), as well as to prosecute such execution afterwards.

2 Inst. 378.

##### Note 2.

Reference may also be made to the following dicta: The authority of an attorney is in general determined after judgment, but may still sue out execution and receive the money, and his receipt is then the same as that of the principal, and according to 1 Roll. Abr. 291, Attorney (M) cited in Com. Dig. Attorney B. (10) he may, after judgment, acknowledge satisfaction on the record.

Per Littledale, J., *Savory v. Chapman*, 11 A. & E. 534.

In *Berina v. Hulme* (15 M. & W. 96), the court expressed an opinion that the original retainer of a solicitor was not determined by the judgment, but continued afterwards, so as to warrant him in issuing execution within the time limited.

See per Lord Ellenborough in *Brakenbury v. Poff*, 12 East, 568.

So it is said by the court in *Levi v. Abbott* (4 Ex. 588): "The attorney in the suit has no right after judgment to settle the action on any other terms than payment of the debt and costs, and cannot discharge a defendant from custody on a *copias ad satisfaciendum* without receiving them (*Savory v. Chapman*, 11 A. & E. 534); nor, by parity of reasoning, where there has been an extent under an *elegit*. But he has the power to direct and manage the execution against the goods. If two writs of *fi. fa.* are out at the same time into different counties, there is no reason why, if one is executed and the debt satisfied, he may not order the sheriff to quit the possession of goods seized under the other. So if the seizure is met by a claim to the goods, which he thinks it not worth while to dispute, or where the landlord's claim for rent would absorb the value of the goods, there seems no reason why he may not abandon, nor why he may not for any other cause, when he thinks it most conducive to the benefit of his client."

Mr. Justice Lush, in his work on Practice, p. 251, also expresses an opinion that the solicitor's authority is not determined by the obtaining of judgment, but that it remains in force until the judgment is satisfied.

So in *Chitty's Practice*, vol. 1, 88.

A retainer of a solicitor to act as permanent solicitor is not irrevocable; it simply denotes a general employment as contradistinguished from an occasional or special employment.

##### Illustration.

A. agreed to become permanent solicitor to B., who after employing him upon that understanding for some time discharged him. In an action for breach of the agreement against B., the court held that A. could not recover: (*Elderton v. Emmens*, 4 C. B. 479; 16 L. J. 209, C. P.)

##### ARTICLE 36.

##### AUTHORITY CONFERRED.

A solicitor may act under a general or special retainer.

A solicitor acting under a general retainer has an implied authority to accept service of process and appear for the client, but he has no such authority to commence an action unless such an authority may be reasonably inferred from the terms which were used in the retainer.

*Lush's Practice*, vol. 1, 129.

*Chitty's Pract.* vol. 1, 86.

*Anderson v. Watson*, 3 C. & P. 214.

##### Illustrations.

A. placed money in the hands of his solicitor, B., to invest for him, and gave to him an unlimited discretion to do what was best. B. advanced the money to C. on mortgage, but discovering that the security was bad, he sued out a bailable writ in A.'s name against C. for the amount without A.'s knowledge. There was no doubt about the *bona fides* of B. The court held that B. was not liable in an action for acting without authority: (*Anderson v. Watson* (sup.).)

A solicitor acting under a special retainer must observe its terms strictly, nor has he any authority to do more than is necessary to carry out with effect the business authorised by the retainer.

See *Chitty's Practice* 1, 87, and cases cited.

As between the client and the opponent, the former is bound by every act of his solicitor done in the ordinary course of practice (provided there is no collusion or fraud), whether it is authorised or not.

##### Illustrations.

1. A solicitor pleads an improper plea, or action in an improper form.

*Payne v. Chute*, 1 Roll. 385.

2. The plaintiff's solicitor waives a judgment default.

*La Touche v. Paschendale*, 15 L. J. 38, (

3. The solicitor admits a fact to prevent a plea of proving it at the trial.

*Blackburn v. Wilson*, 26 L. J. 229, R.

4. The solicitor sues out an *inquiry* whereby trespass is committed.

*Parker v. Lord*, 3 Wils. 341.

##### Note.

In all those cases where the solicitor, acting negligently or against his instructions his client to other parties, the solicitor is liable to the client for the consequences of his negligence or breach of duty.

#### INSTANCES OF IMPLIED AUTHORITY ABSENCE OF EXPRESS PROHIBITION

An authority to sue for a debt is as to receive payment.

*Fates v. F. & Co.*, 2 Doug. 621.

An order calling on a defendant to pay authority to pay plaintiff's solicitors.

*Mason v. Whitehouse*, 4 Bing. N. C. 8

An authority to bring an action authorises the solicitor to order the sheriff to withhold possession under a *fi. fa.*

*Levy v. Abbott*, 19 L. J. 33, Ex.

An authority to bring action is an authority to compromise client's case.

*Chambers v. Mason*, 5 C. B. N. S., 33.

##### Note.

In order to justify a solicitor to enter a compromise it would seem that he must be able to show

1. That he acted *bona fide*.
2. That he acted with reasonable skill.
3. That he did not act in opposition to express prohibition.

*Priestwick v. Polley*, 19 C. B. N. S., 508; 11 N. B. 390; 34 L. J. 189, C. P.

It is essential that there should be no objection. If there is, it is no defence to a compromise was entered into by the advice employed by the solicitor for the client's case.

*Frays v. Foulkes*, 23 L. J. 232, Q. B.; 31

133.

In an action for goods sold and delivered plaintiff's solicitor has authority to enter a promise on the terms that the defendant will give the goods and pay the costs.

*Priestwick v. Polley* (sup.)

Although the authority of a solicitor is on final judgment being signed, yet if he is required to obtain satisfaction afterwards, he is authorised to bind his client by compromise.

*Buller v. Knight*, L. Rep. 2 Ex. 109.

A solicitor has full authority either to compromise or abandon the claims of his client if it is in a matter within the scope of the retainer.

*Re Wood*, 21 W. R. 104.

A solicitor authorised to enter up may enter an appearance.

*Richardson v. Daly*, 4 M. & W. 324.

One authorised to show cause against a writ for a *mandamus* may proceed to issue a writ.

*Reg. v. Tichfield*, 10 Q. B. 534.

One authorised to "do the needful" according to the circumstances.

*Dawson v. Lawley*, 4 Esp. 65.

#### INSTANCES WHERE NO AUTHORITY IMPLIED.

An authority to act for plaintiff is not to discharge a defendant before payment.

*Savory v. Chapman*, 3 P. & D. 604.

A solicitor has no implied authority to discharge a defendant from custody upon a *ca. sa.*, to discharge from custody upon terms than a satisfaction of the judgment.

*Cannop v. Challis*, 2 Ex. 464; See 15 & 16 Vict. c. 78, s. 124.

The possession by a vendor's solicitor of an executed conveyance with the signed consideration money indorsed, is an authority to receive the purchase money.

*Viney v. Chaplin*, 3 De G. & J. 408; Ch.

A solicitor has no implied authority to purchase money belonging to his client due to him on mortgage, nor to sue from him for the purpose of investment.

*Bourdillon v. Roche*, 27 L. J. 622, Ch.

*Viney v. Chaplin* (sup.)

The solicitor in an action has no authority to settle an action on any terms than payment of the debt and costs, or to discharge a defendant from custody without receiving them.

*Savory v. Chapman*, 11 A. & E. 530;

*Levi v. Abbott*, 4 Ex. 580.

Nor can he, after judgment in the client, enter into an agreement on his part to postpone execution.

*Lovegrove v. White*, L. Rep. 6 Q. B. 1.

A solicitor has no implied authority to compromise his client's credit to counsel by a promise to pay his fees so as to enable him to sue for them.

*Mostyn v. Mostyn*; *Ex parte Burgh*; Ch; 39 L. J. 780, Ch; 23 L. T. 2

are a solicitor brings an action without the authority of the plaintiff, the latter is entitled to the proceedings stayed without payment of costs.

*Reynolds v. Howell*, L. Rep. 8 Q. B. 398.

Note.

An early case (*Anon.*, 1 Salk. 88-89), it is laid down where an attorney takes upon him to appear, the law looks no further, but leaves the party to his own conduct. *Robson v. Eaton* (1 T. R. 62), a case, is inconsistent with the former, which may be considered as overruled. Mr. Justice Blackburn, ever, in *Reynolds v. Howell* (supra), expressed an opinion that if a plaintiff after action brought in his name by an attorney without authority, hears of it, does not repudiate it, he will be supposed to have authorized the attorney's act.

Solicitor has no implied authority to act as a party.

Illustration.

A and B were attorneys in partnership. A sum of £500 was paid by a client to A. (without the knowledge of B.) for the purpose of its being laid out on a business. The business of the firm was that of attorneys simply. Held, that B. was not liable to account for the above sum.

*Harman v. Johnson*, 2 E. & B. 61.

"I think," said Lord Campbell, "that an attorney, who is not a scrivener, . . . A scrivener holds the money put into his hands until he has means of laying it out; but this employment of a scrivener is not a consequence of his acting as attorney."

See *Earl of Dundonald v. Masterman* (L. Rep. 7 Eq. 504; *St. Aubyn v. Smart* (1b. 5 Eq. 183); and the remarks of Malins, V.C., in *Plummer v. Gregory* (L. Rep. 18 Eq. 632).

#### ARTICLE 37.

##### ADMISSION BY SOLICITORS.

As regards the ordinary routine of the admissions made by a solicitor are binding on the client, without proof that he expressly made such admissions. A solicitor, however, has no such implied authority to bind his co-solicitors.

Illustrations.

The following cases are admissions by the solicitor to the client:

An admission of the handwriting of an attesting witness: (*Milward v. Temple*, 1 Camp. 375.)  
An admission to prevent the necessity of proving a fact at the time: (*Young v. Wright*, 1 Camp. 141.)

Admissions made relative to a cause during the pendency of negotiations on behalf of the defendant: (*Gainsford v. Gummery*, 2 Camb. 9.)

Where an agreement was to admit on the trial of this cause, it was allowed to be used on a new trial: (*Ellon v. Larkins*, 1 M. & Rob. 196.)

Where in a similar case (to 4) the solicitor retracted before the new trial, the agreement was admitted: (*Doe v. Wetherell v. Bird*, 7 C. & P. 6.)

The following case the admission was not binding on the client:

Admissions made in a letter by a solicitor who was afterwards solicitor in the cause: (*Wagstaff v. Wilson*, 4 B. & Ad. 339.)

Admissions made in the course of conversation but without any intent to dispense with proof: (*Blackstone v. Wilson*, 26 L. J. 229, Ex.)

Note.

Wm. Grant, M.R., says, in *Fairlie v. Hastings* (124): "As a general proposition, what one says, not upon oath, cannot be evidence against another man. The exception must arise out of some state of situation coupled with the declarations by one. An agent may undoubtedly, within the scope of his authority, bind the principal by his acts, and in many cases by his words. What agent has said may be what constitutes the agent of the principal, or the representations or admissions made may be the foundation of the agent to the agreement. Therefore if writing necessary by law, evidence must be admitted to that the agent did make that statement or admission. So with regard to acts done, the words with which those acts are accompanied frequently tend to determine their quality. The party, therefore, to be bound by the act must be affected by words."

(To be continued.)

#### NOTES OF NEW DECISIONS.

**INFRINGEMENT—INTERLOCUTORY DECISION.**—In a suit to restrain the infringement of a patent relating to roller skates, the defendant moved for an injunction against the plaintiff until the hearing. Held (per James, L.J., with J.A., affirming the order of the Master of the Rolls, Baggallay, J.A., dissenting), that the plaintiff was entitled to an injunction upon giving undertakings as to damages. Inasmuch as the plaintiff's trade was only a new one, there would be hardship in stopping it and requiring the plaintiff to give an undertaking as to damages compelling the plaintiff to rely upon the plaintiff's undertaking to keep an account of his sales and profits: (*Plimpton v. Spiller*, 35 L. T. S. 656. Ct. of App.)

**APPLICATION MADE AFTER TRIAL TO THE CHAMBERS.**—Where no application has been made to the judge at the trial, that judge nor any judge at chambers has jurisdiction under Order LV. to make an order as to costs upon application made after the trial, even fresh facts have come to light since the

action was tried: (*Baker and others v. Oakes*, 35 L. T. Rep. N. S. 671. Ex. Div.)

**PATENT—NOVELTY—PRIOR PUBLICATION.**—A description of an invention appearing in a provisional specification and omitted in the final specification must be presumed to be abandoned by the inventor, and, unless a full description, will not avoid a subsequent patent on the ground of prior publication: (*Stones v. Todd*, 35 L. T. Rep. N. S. 661. Chanc. Div.)

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

(Transferred to the Commission for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.)  
*LAWRENCE (Jno.)*, of Birch-lane, Esq., and *STRACHAN (Jas. Morgan)*, of Loddington-street, Middlesex, Esq. One dividend on the sum of £1000 Three per Cent. Annuities (claimant, Geo. Arbuthnot, surviving acting executor of Jas. M. Strachan, deceased, who was the survivor of Messrs. Benjamin, of the Bank Exchange, rentman, £170 Three per Cent. Annuities. Claimant, Abraham Lindo Mocatta, David Mocatta, Samuel Mocatta, and Isaac Lindo Mocatta, executors of said Benjamin Mocatta, deceased.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

**GAUBET, FRERES, LONDON AND PARIS NEARBY COMPANY (LIMITED).**—Creditors, to send in, by Feb. 15, their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any), to J. Cooper, 3, Coleman-street-buildings, London, the official liquidator of the said company. Feb. 26, at the chambers of V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.  
**ORIGINAL HARTLEPOOL COLLIERIES COMPANY (LIMITED).**—Petition for winding-up to be heard Jan. 19, before the M.R.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF.

**EREX (Thos. Edward)**, Auckland House, Lower Norwood, Surrey, Feb. 3; W. Kelly, solicitor, 43, Lincoln's-inn-fields, Middlesex, Feb. 15; V.C.H., at twelve o'clock.  
**PHILLIPS (Geo.)**, High-street, Southampton, stationer and ironmonger, Jan. 8; Alexander Park, solicitor, Southampton, Feb. 10; V.C.H., at twelve o'clock.

##### CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

**ASHFORD (Richd. H.)**, 24, Bethnal-green-road, and 63, Buckingham-road, N. March 31; R. Voss, solicitor, Vestry Hall, Church-row, Bethnal-green-road, Middlesex.  
**ASH (Mary Ann)**, Grosvenor, Wolverhampton, widow, March 21; J. Riley, solicitor, 32, Queen-street, Wolverhampton.

**ALLFREY (Edwd. W.)**, Cliefden, Eltham, Kent, Esq. March 1; Rhodes and Sons, solicitors, 63, Chancery-lane, London.  
**ABERDEEN (Wm. Jno.)**, of H.M.'s Royal Mint, Middlesex, solicitor, March 1; Rhodes and Sons, solicitors, 63, Chancery-lane, London.

**ALEXANDER (Joshua)**, 20, Wimpole-street, Cavendish-square, Middlesex, Esq. Feb. 20; Emanuel and Simmonds, solicitors, 20, Finsbury-circus, London.

**APINALL (Martha)**, London-road, Liverpool, widow, 11, Central-victoria, March 1; Norris and Sons, solicitors, 14, North-Jordan-street, Liverpool.

**ARMY (Edwd.)**, Harmondsworth, Middlesex, baker, Feb. 21; Gardiner, Son, and Weedon, solicitors, Uxbridge, Middlesex.

**BERRIMAN (Lewis A.)**, formerly of Liverpool, master mariner, but late of the Spread Eagle Inn, Holywell, Flint, licensed victualler, Jan. 31; Hartwell and Rodway, solicitors, Commercial-court, 11, Lord-street, Liverpool.

**BYFORD (Christopher)**, Whitbread, More, York, butcher, March 21; Bradley and Bradley, solicitors, Castleford, Yorkshire.

**BECKWITH (Jane E.)**, formerly of Kidwell's House, Mordenhead, Berks, but late of 1, Lansdowne-villas, Norfolk Park, Maidenhead, spinster, Feb. 21; A. Rhodes, solicitor, 2, Church-court, Clement's-inn, London.

**BRANDER (Robt. B.)**, Belmore-house, West Grinstead, Sussex, Esq. Feb. 10; R. and E. Turner, solicitors, 22, Sackville-street, Piccadilly, London.

**COX (Louisa)**, Sudbury, Suffolk, corn dealer, Feb. 14; Andrews, Canham, and Andrews, solicitors, Sudbury.

**COFFLAND (Harriett)**, late of 15, formerly 6, Grosvenor-crescent, Scarborough, spinster, Feb. 1; C. H. Copland, 2, Eddington-terrace, Falmouth, Scarborough.

**CARSON (Alexander)**, Hatfield, York, surgeon, Feb. 4; T. E. Varley, solicitor, 23, Baxter-gate, Doncaster.

**COLLIER (Wm. Carr)**, Sussex-street, Lower Broughton, Lancashire, tinplate worker, Feb. 14; Atkinson, Saunders and Co., solicitors, 3, Norfolk-street, Manchester.

**COOK (Wm.)**, 46, Hedon-road, Kingston-upon-Hull, keel owner, Feb. 23; E. Laverack, solicitor, County-buildings, Land of Green Ginger, Hull.

**CARLISLE (Hester E.)**, formerly of Thacredo House, Kingsdown, Bristol, but late of Ellerslie, Canyngs-road, Bristol, spinster, March 1; Fry, Abbot, and Co., solicitors, Shannon-court, Bristol.

**DAVIES (Morgan)**, 12, Market-street, Newport, Mons., grocer, Feb. 26; J. Gibbs, solicitor, 10, Tredgar-street, Newport, Mon.

**DODD (Mary E.)**, Walton Park, near Liverpool, spinster, Feb. 10; Wright and Brown, solicitors, 4, Bank-street, Carlisle.

**DUNN (Ulas. Birrell)**, 42, Triangle, Clifton, Bristol, gentleman, March 1; Brittan and Co., solicitors, Albion-chambers, Small-street, Bristol.

**ENDERBY (Wm.)**, Beckington, Somerset, Esq. Feb. 5; Johnson and Co., solicitors, 20, Austin Friars, London.

**EDWARDS (Wm.)**, late of Sincil-street, Lincoln, gentleman, and previously of Queen-inn, Lincoln, licensed victualler, April 6; H. K. Webb, solicitor, St. Peter's Churchyard, Silver-street, Lincoln.

**GRIST (Jas. Myhill)**, 32, Little Earl-street, Soho, and of 7, Thurlow-terrace, Maitland Park, Hampstead, Middlesex, ironmonger, March 1; Walker and Co., solicitors, 5, Southampton-street, Bloomsbury, Middlesex.

**GOTT (Jas.)**, Kirkby Lonsdale, Westmoreland, gentleman, March 15; A. H. Still, solicitor, 9, Zetland-road, Middleborough-on-Tees.

**GIBSON (Thos. F.)**, formerly of Nottingham Park, Nottingham, but late of 17, Chesham-road, Kemp Town, Brighton, gentleman, March 1; Freeth, Rawson, and Cartwright, solicitors, Nottingham.

**HAPLETON (Henry)**, Dewsbury, York, flock merchant, March 1; Scholefield and Son, solicitors, Dewsbury.

**HOUGH (Major Gen. Lincoln S.)**, of H.M.'s Bombay Staff Corps, and late of 7, Gloucester-crescent, Hyde-park, Middlesex, Feb. 26; Nicholl and Co., solicitors, 8, Howard-street, Strand, London.

**HARRIS (Wm. Thos. O.)**, 47, Denney-street, Mile End, Middlesex, gentleman, Feb. 3; Pearce and Son, solicitors, 8, Giltspur-street, London.

**HARRISON (Jno.)**, Molendine-terrace, Gateshead, Durham, builder and contractor for works, March 1; G. J. Kenner, solicitor, Gateshead.

**HARKELL (Sophia)**, 6, Southbourne-terrace, Bournemouth, Hants, widow, March 1; Lacey and Son, solicitors, Avenue-road, Bournemouth.

**INGES (Er.)**, formerly of Melbourne, but late of Leigh Common, by Wincanton, Somerset, farmer, Jan. 31; Clarke, Rawlins, and Clarke, solicitors, 64, Gresham House, Old Broad-street, London.

**JONES (Hannah)**, Commercial-inn, High-street, Carnarvon, widow, Feb. 10; Turner and Allanson, solicitors, 1 Church-street, Carnarvon.

**JENKINS (David)**, Dallaston, Pembroke, farmer, Feb. 1; Davies and Co., solicitors, Haverfordwest.

**KERRICK (Thos.)**, Cornbrook Cottage, Cornbrook, Manchester, painter and painter, March 1; Bagshaw and Wigglesworth, solicitors, Chancery-place, Booth-street, Manchester.

**KIRBY (Wm.)**, Swoffling, Suffolk, farmer, March 5; W. W. Welton, solicitor, Woodbridge.

**LOCK (Jas.)**, 12, Lower Berkeley-street, Middlesex, Feb. 1; Alfred Jones and Co., solicitors, 7, Queen-street, Chancery-lane, London.

**LEIGHTON (George)**, Osgodby, Cayton, York, farmer, March 8; Moody and Co., solicitors, 7, St. Thomas-street, Scarborough.

**MAYSON (John)**, Holbeck, Leeds, Feb. 16; Middleton and Sons, solicitors, 32, Park-row, Leeds.

**MISTEN (Richd. D.)**, Woodbridge, Suffolk, hardwareman, Feb. 1; Cooper C. Brooks, solicitor, Woodbridge.

**MAXWELL (Angus)**, 3, Rye-hill, Newcastle-upon-Tyne, Feb. 16; R. Wallace, solicitor, Hutton-chambers, Pilgrim-street, Newcastle-upon-Tyne.

**MILWARD (Jno.)**, Mayfield, Stafford, yeoman, March 1; Holland and Rigby, solicitors, Ashbourne.

**MOORE (Jas.)**, Pembroke Dock, Pembroke, chemist and druggist, and wine and spirit merchant, Feb. 10; Davies and Co., solicitors, Haverfordwest.

**MCCUNE (Frances)**, Clydesdale House, Richmond-terrace, Brighton, widow, March 31; Stevens and Son, solicitors, 8, Gloucester-place, Brighton.

**MARSHALL (Thos.)**, formerly of Arundel, Sussex, but late of Arundel House, Dyke-road, Brighton, gentleman, March 31; Stevens and Son, solicitors, 8, Gloucester-place, Brighton.

**NEELE (Josiah)**, Wingat Lodge, Limpley Stoke, Wilt, Esq., Feb. 26; W. T. Elliott, solicitor, 3, Verulam-buildings, Gray's-inn, London.

**ONBY (Ralph)**, Huddersfield, cabinet maker, April 9; North and Sons, solicitors, 4, East Parade, Leeds.

**ORDISH (Noah)**, Swarkestone, Derby, farmer, March 1; J. & W. H. Sale, solicitors, St. Mary's-gate, Derby.

**OWEN (Wm.)**, Monachdy, Llanfyllbach, Anglesea, labourer, Jan. 24; Jno. Roberts, solicitor, High-street, Bangor.

**OLDROYD (Mark)**, Overton Hall, Thornhill, York, gentleman, March 1; Scholefield and Son, solicitors, Dewsbury, Yorkshire.

**OPPERHEIM (Morris M.)**, 10, Easton-square, Middlesex, gentleman, Feb. 10; Wild, Barber, and Browne, solicitors, 104, Ironmonger-lane, Cheapside, London.

**PARKER (Geo.)**, Foden, Bank Cottage, Sutton, near Macclesfield, cotton spinner, Jan. 6; Boots and Edgar, solicitors, 45, George-street, Manchester.

**PARSONS (Pietro)**, Hope and Anchor Hotel, St. Mary, Redcliffe, Bristol, dealer in plate, March 1; Brittan and Co., solicitors, Albion Chambers, Small-street, Bristol.

**RILEY (Jos.)**, Holt Town, Manchester, corn grinder and publican, March 31; Wood and Atkinson, solicitors, 19, Brazenose-street, Manchester.

**RASTALL (Wm.)**, formerly of Kirtan, but late of Richworth, Lincoln, farmer, March 1; Wm. Rastall, farmer, Richworth.

**SKERTHURST (James)**, Guide Bridge, Lancaster, engineer, Feb. 1; Slater and Poole, solicitors, 3, Norfolk-street, Manchester.

**SHEARLY (Rev. Wm. Jas.)**, Burcot House, near Wells, Somerset, March 1; Kingsford and Co., solicitors, 23, Essex-street, Strand, London.

**SMITH (Jas.)**, Snelthorpe, Nottingham, baker, Feb. 16; Smith and Son, solicitors, St. Peter's Church-walk, Nottingham.

**SYKES (Richd.)**, Edgeley, Chester, bleacher, May 1; Rush-ton and Co., solicitors, 1, Mealhouse-lane, Bolton-le-Moors.

**STRUTT (Isaac)**, Hadleigh, Suffolk, farmer, Feb. 15; Robinson, Sadford, and Hadleigh, Hadleigh.

**SWIN (Jas.)**, Plank-lane, Abram, Lancaster, Feb. 10; Wright and Appleton, solicitors, Leader's-buildings, King-street, Wigan.

**STOCKDALE (John)**, formerly of Tallentire, Cumberland, and late of 25, Nelly-street, Liverpool, Feb. 6; Thomson and Co., solicitors, 7, Great James's-street, Bedford-row, London.

**SUMMERS (James)**, 66, Commercial-road, Landport, Portsmouth, railway carrier, Feb. 5; Geo. Peitham, solicitor, 5, Union-street, Portsea, Hants.

**TURNER (Emma A.)**, Lion Hotel, Newtown, Montgomery, widow, Feb. 1; Woosnam, Talbot, and Hutchinson, solicitors, Newtown.

**THORNTON (Richard N.)**, 98, Portland-place, Middlesex, and of Knowle, Sidmouth, Devon, Esq., Feb. 26; W. Timbrell Elliott, solicitor, 3, Verulam-buildings, Gray's-inn, London.

**THOMPSON (Jas. W.)**, St. Ann's in the Grove, Southwam, Halifax, York, gentleman, March 12; J. P. and J. T. Sutcliffe, solicitors, Hebden-bridge, Yorkshire.

**THORNHILL (Wm.)**, Walsall, Stafford, brush manufacturer, Feb. 13; G. Costerell, solicitor, Walsall.

**TWINKERBROOK (Jas.)**, White House, Suckley, Worcester, farmer, Feb. 23; Thos. Southall, solicitor, 51, Foregate-street, Worcester.

**TOWNSEND (Jno.)**, heretofore of Hebden Bridge, afterwards of Liverpool, and late of 35, Adelaide-street, Southport, Lancashire, gentleman, March 15; J. P. and J. T. Sutcliffe, solicitors, Hebden Bridge, Yorkshire.

**VERLANDER (Henry J.)**, 11, Davies-street, Berkeley-square, Middlesex, gentleman, Feb. 5; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

**WHITECOMB (Thomas)**, 7, Eastbourne-terrace, Lee Green, Kent, gentleman, Feb. 5; Humphrey Wood, solicitor, Chatham, Kent.

**WILKINSON (Jos.)**, Brightside, Bierlow, Sheffield, optic glass grinder, Feb. 9; Alfred Booth, Dykes' House, Heilbro', Sheffield.

**WILLIAMS (Vincent)**, formerly of Plymouth, then of Chiswick, Middlesex, and late of Swanage, Dorset, a retired commander in H.M.'s R.N. April 5; Wm. Jenkins, solicitor, Post office Buildings, Falmouth, Cornwall.

**WORMALL (Robert B.)**, 25, Angell-road, Histon, Surrey, gentleman, March 10; C. Mowson, solicitor, 16, Queen Victoria-street, London, E.C.

#### REPORTS OF SALES.

Monday, Jan. 8.

By Messrs. ELLPH and SON, at the Mart. Lambeth.—Nos. 1 to 4, Crown-court, and 27 to 29, King-street, term 21 years—sold for £550.

Tuesday, Jan. 9.

By Messrs. DEBENHAM, TOWN, and FARMER, at the Mart. Chertsey, Guildford-street.—Two houses with shops, freehold—sold for £510.

Camberwell.—Freehold ground rents of £116 19s. 6d. per annum—sold for £225.

Ten shares of £100 each (£20 paid) in London and Manchester Bank—sold for £255.



## LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE growth of law students' societies throughout the country must be very gratifying to those who, believing in their value to law students, labour for their creation and prosperity. In another column we publish the annual report of the Liverpool Law Students' Association, which presents several satisfactory features: indeed, there is every reason to expect that this society will soon become one of the most important law students' societies in the country. This will be the more easily accomplished if Liverpool solicitors will give to it that hearty support which it thoroughly deserves. The formation of these associations represents so many efforts on the part of articled clerks to educate themselves in the important art of public speaking.

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Conveyancing Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Equity, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after the lectures have commenced. Members of the society may attend the lectures.

IN another column we publish the prize essay written by a member of the Huddersfield Law Students' Society, the prize having been offered for competition under circumstances similar to those in the case of the Portsmouth Law Students Society, when Mr. Mills, of Southsea, was the successful essayist. The greater professional encouragement given to law students the better for the future of the Profession in general.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during January, must be enrolled and registered at the Petty Bag Office on or before the same days in the month of July next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of January, they must be produced and entered at the Law Institution on or before the same day of the month of April next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articled students.

WHERE articles expire between the 9th April and 22nd May, candidates may be examined on the 24th and 25th April next; and if between the 21st May and 2nd Nov., may be examined on the 19th and 20th June next; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

IN case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

NOTICES for the final examination, and notices for admission on the roll of solicitors can be renewed within one week from the end of the month, for which such original notices have respectively been given. For further information see the Regulations of November 1875.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

DAYS appointed in 1877 for the Preliminary Examinations.—Wednesday 21st and Thursday 22nd February; Wednesday 16th and Thursday 17th May; Wednesday 11th and Thursday 12th July; Wednesday 24th and Thursday 25th October.

THE general rules and regulations as to the several examinations prior to admission on the roll of solicitors, as to taking out and re-

newal of annual certificates, issued on the 2nd Nov. 1875, provide in effect "that if any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall, for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, or has failed to obtain such a certificate within twelve months from the date of his admission on the Roll, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, and for the purpose of obtaining such an order the applicant shall, six weeks before the application is intended to be made, give notice thereof as in the case of an original admission, and the affidavits in support of such application shall be filed at the Petty Bag Office, and a copy thereof shall at the same time be left with the clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such taking out or renewal, shall (if made) be drawn up on reading such affidavits, and an affidavit of such copies having been left and notices given. Upon an application to dispense with the required notice of intention to take out or renew a certificate, a summons must be served on the Registrar of Solicitors calling on him to shew cause within ten days why such taking out or renewal of certificate should not be allowed; and if no cause be shown to the satisfaction of the Master of the Rolls, he may make an order for allowing such certificate to be issued."

## HUDDERSFIELD LAW STUDENTS' SOCIETY.

PRIZE ESSAY on the subject, "Do the changes effected by the recent Judicature and Appellate Acts constitute a reform in keeping with the requirements of the age?" Written by Mr. E. Welsh, a member of the above society, under the motto, "*Foy et Devoir*," the prize and award having been presented and made as reported in our issue of the 23rd ultimo, page 136:

Of all the changes witnessed by any generation of lawyers, probably none has been much greater than that introduced by the Acts which form the subject of this essay. Fortunate indeed, or unfortunate one is inclined to say, are the present members of the legal Profession in seeing in their days so total and startling a transformation as the one just achieved, by which the omnipotence of Parliament was never perhaps better exhibited. Old and venerable names famous in legal history disappear for ever; courts, which have stood the test and shocks of centuries are at once abolished; equity has changed places with law, and, instead of following, now precedes it, and the whole system of judicial procedure is revolutionised.

Alterations so vast and important as these must of necessity entail consequences equally vast and equally important, and, therefore, whilst fully admitting that the subject is immense, and that its treatment should therefore be of the most careful kind, it may, at the same time, be said that it is the duty of every present member of the legal profession carefully to enquire into the changes produced, and to judge, as well as he is able, in what degree they are consonant to the feeling and requirements of the age.

The essayist will necessarily have to deal—  
1. With the old state of things, that obtained prior to the Acts;  
2. With the changes now introduced; and  
3. With the question contained in his subject.

When the old system of Judicature in England is considered, or rather, the different systems which had grown up, as it were, from the earliest times with the English kingdom and as part of the English constitution, it must be confessed that they were utterly devoid of anything like coherence or reciprocity. The old common law of England, rooted by the growth of ages and resting to a great extent on unwritten principles, with its precise and formal regulations, and its hard-and-fast lines, was established on the one hand, and on the other there was what was called the jurisdiction of "equity," not carrying out that word in its full and ordinary acceptation, but still tempering, as in the exercise of its ancient clerical character, the procedure of its stern and more unbending rival. Perhaps of no country could it ever have been said, as was said of our own, that the successful suitor on one side of the hall of justice was the unsuccessful one on the other; and yet this was so, from the fact that the common law courts ignored a large number of rights all powerful in the Court of Chancery, which, on the other hand, entirely disregarded the great and best feature of the common law system, viz., trial by jury. The practice of the two courts also was widely different—the one paring down the statement of either side to the narrowest possible issue, and with the utmost strictness, so as to cause a slight variance fatal, and its remedy being, in all cases except ejectment, money damages only; and the other, whilst its powers of injunction and discovery were of the greatest utility, allowing a more modern or freer style of

stating the different sides of the question; however, unfortunately often degenerating into laxity and slovenliness.

It will be naturally supposed that, as litigation and inter-communication increased, and experience extended, a state like this could not be allowed to exist for accordingly efforts were made so far back to cope with the existing absurdity spreading evil. In that year commencing 1867, a commission was appointed to inquire into the working of the common law system, and in the year following commissioners were appointed to inquire into that of equity, and the report of these bodies pointed with remarkable clearness to the transfer, or blending of the jurisdiction of different courts into one harmonious whole.

Following on the reports of the above commissions, several Acts were passed partialising the powers of both the courts of common law and Chancery. To the former were given powers of discovery, of injunction, of allowing defences, and of relieving against forfeiture powers until then the peculiar character of the Court of Chancery; while this, on the other hand, was enabled to take evidence oral with common law questions arising in equity suits, to award damages, and to assist a jury.

But these alterations, like all partial ones, failed in their intended effect. The common law courts did not take kindly to the powers of injunction and allowing equitable defences, and the Court of Chancery hardly availed itself of the aid of the great feature of a common law jury—and a further commission was appointed in 1867 to examine into the combined powers of common law and equity. The report presented in 1869 was embodied in Hatherley's Bill, introduced in 1870 with amendments, and in Lord Selborne's Bill, passed (36 & 37 Vict. c. 65), and this, with the Act of 1875 (39 & 40 Vict. c. 77), and the Appellate Jurisdiction Act of the past session (39 & 40 Vict. c. 59), form together the Acts alluded to in the title of this essay, and the changes introduced which have now to be considered.

The great feature of the Acts, and one of the greatest changes introduced by them, is, in doubt, the consolidation of the Court of Chancery with the Superior Courts of common law, and the Courts of Admiralty, Probate, and Divorce, and the Pleas of Lancaster and Durham, and the mission of Assize, &c., into one Supreme Court to which is transferred all their officers, powers, and duties. The Supreme Court being divided into the Court of Appeal and the High Court of Justice, which latter is subdivided again into divisions, perpetuating the names of many of the ancient courts, and forming respectively Chancery, Queen's Bench, Common Pleas, Exchequer, and Probate, Divorce, and Admiralty Divisions. The suitor can now, therefore, with no difficulty in choosing his tribunal, for there is but one Superior Court of first instance to which to prefer his claim. Neither is there any danger of his time or opportunity being lost by reason of the different divisions; for, when these will severally deal with the matters brought before them, they are confined to the jurisdiction of these courts, and the names they bear, so that, for instance, the division of trusts is to be obtained in the Chancery Division, and marriages will be dissolved in the Probate, Divorce, and Admiralty Division; the very wide and generous powers of relief vested in the different divisions render any taking of the kind alluded to a matter of comparatively little or no importance. This result is attained very strongly with the risk formerly incurred by a plaintiff of bringing his action in that division which was either unsuited or powerless to do justice upon it, or else applied principles to his case to his claim; in either case entailing pain, expense, disappointment, and delay upon the unsuccessful litigant.

The ancient division of the legal year into terms was also a fruitful source of delay in England, for, although the actual sittings of the courts could not be and were not limited to terms, yet the impossibility of making applications of different kinds except during term, was long felt and frequently commented on under the old system. The recent Acts practically abolish terms, and provision is made for the continuance of trial of jury causes and issues throughout the year; extremely wide powers being given by 26 of the principal Act to the courts and judges to sit and act "at any time and at any place the transaction of business or the discharge of any duty."

Turning from the constitution and powers of the Supreme Court and its different divisions to the principles which are to govern the decisions upon the matters brought before them, the result is what might have been expected: a consolidated court must of necessity recognise and enforce in all its branches the same right give the same remedies; and here, therefore, arrive at that fusion of law and equity long



, and, at length, accomplished. The old distinctions are swept entirely away; the words "legal" and "equitable" are now no longer at conflict with each other, but are, as it were, welded together in one. Each court and each division is now to be governed by the same principles, no matter what the subject for adjudication or what the name it bears. It follows from this as a natural corollary that, as formerly the rules of law and equity were often contradictory, one or the other must now have to give way, and this has been effected by the 25th section of the Act of 1873, which, after enacting specifically as to certain points of disagreement, strikes the key-note, as it were, of the change effected by the doctrine and Appellate Acts, by providing that generally in all matters not thereinbefore particularly mentioned in which there is any conflict of variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail."

The changes effected by the recent Acts, however, are not confined alone to the constitution and regulation of the court and its branches or to general principles to be enforced, great and important as these doubtless are; but the modes dealing with the cases adjudicated on, whether in respect to claims, defences, or parties, are altered of a far wider and more comprehensive nature than was formerly the case.

The claim which forms the subject matter of an action was formerly, in common law trials, cut down to some specific question, frequently forming part of a far wider and larger subject, whilst in equity suits the whole question was inquired into and endeavoured to be settled. In future, however, of these modes may be carried out. Specific questions of claims may thus be dealt with, or the whole matter concluded. Provision is made for joinder of different causes of action, joint and several claims may be brought concurrently, the act of set-off is very greatly extended, so as to admit liquidated or unliquidated demands, and a defendant is allowed a free right of counterclaim so great as to admit of a verdict being given in favour in actions brought with a very distinct object.

Necessarily, also, a far wider latitude is allowed as to the parties to an action. Any person whose interests are in the slightest degree affected in the matter in question may be made a party to the action by either the plaintiff or defendant. Partners can be sued in the name of a firm, and the old Chancery rule of allowing a person to represent a class is admitted, and, far more than this, the parties to an action may be added to, struck out, or changed, with very much less facility than was formerly the case. Mistakenly on the part of the plaintiff, the birth, death, or death of an interested person, alteration of claims by plaintiff or defendant, or claims contributed by a defendant, are all henceforth allowed as good grounds for a change in the parties to an action. All these new regulations, however, with regard to the subject matter of an action, or the parties thereto, tend in the one direction of enabling the tribunal before whom tried, in contrast to the ancient multiplicity of trials and lengthened litigation, to decide once and for all upon all the different matters possible to be disputed, and to execute substantial and final justice between the parties.

While these advantages accrue from the order of things the proceedings are not, as might be supposed, rendered more cumbersome and slow. On the contrary, simplicity is aimed at, the proceedings, from the writ downwards, are rendered far less complex than was formerly the case. The common law form of writ of summons is adopted, short and pithy forms of indorsement in different cases are provided, and the evils of long and often needlessly prolix "bill" and "plea" are to a great extent avoided. On the other hand, the circuitous and time-honoured mode of common law pleading, with its almost unending carelessness, is also abolished. "Rejoinder" and "sur-rejoinder," "rebuttal" and "re-rebuttal," alike disappear, and a simple, concise, and thoroughly business-like system of statements of claim and defence respectively, drawn up in modern and terse language, and therewith a reply and joinder of issue, which, under a certain length, are to be printed, as in the old Chancery procedure, forming, in the majority of cases, the whole of the pleadings. Appearances in order to gain time are also met by an amendment of the principle of the Bills of Exchange Act of 1855, so that now a defendant to a writ indorsed with a claim for a liquidated sum, even if he appears, is compelled to show a good defence or good cause why judgment should not be given notwithstanding appearance.

Very important change also effected is that proceedings in an action down to the point already reached may be taken in what is called a district registry. This provision is indeed a very great modification of that principle of the localisation of jurisdiction which has been carried out to a considerable extent in the ever-increasing powers and

duties conferred and imposed upon County Courts and County Court judges. Instead, therefore, of commencing all proceedings in the Superior Court in London, any action except probate may be commenced by a plaintiff, wherever resident, in any district registry, and if not removed on defendant's application, may be continued there down to notice of trial or judgment by default, and the registrar is to have the same jurisdiction as a master of the Queen's Bench, Common Pleas, or Exchequer Divisions, and can appoint a deputy for a certain period. The great majority of district registrars appointed under the Acts are registrars of County Courts, and their districts the districts of these courts.

The powers of the judges with regard to matters more closely connected with the trial of actions have been considerably increased. The right of discovery is very much simplified, for whereas formerly Chancery, on the one hand, allowed great latitude in interrogatories, often the cause of needless expense being incurred, at common law the right was greatly restricted. Interrogatories may now be put by either party, but provision is made for throwing their cost, if improper, on the party in fault. Injunctions can now be granted in all cases where just and convenient, and the refined distinctions formerly drawn by the Court of Chancery are done away with. The system also of trial by jury, once alien to the nature of equity, is extended to all actions, as also is the case with regard to oral evidence, which prevails now over the old Chancery practice of fighting a suit with affidavits. The power of compulsory reference is largely increased, and provision is also made for referring complicated actions to an official referee, an entirely new office, or a special referee, appointed by the parties, who, in either case, is to have the same powers as a judge, but whose decision is placed much more under the review of the court than was formerly the case.

Formerly, at a trial in London or Middlesex, or at the assizes, the judge was not considered to constitute a court, nor would he decide on the law of the case, but only try the issues of fact; by the recent Acts a judge or commissioner of assize constitutes a court, and, as such, is able to decide questions of law raised at the trial, and every action and proceeding in the High Court of Justice, and all business arising out of the same is, by the Appellate Jurisdiction Act, to be heard, as far as practicable and convenient, before a single judge; but a divisional court, consisting of two or more members, is to deal with appeals from inferior courts and motions for new trial, which may be of one question only, without interfering with the decision upon any other question, and execution may now follow judgment without waiting the fourteen days formerly allowed. By these regulations not only is the power of the judges considerably increased, but there is also an important saving of judicial force effected, thus allowing a speedier conducting of litigation.

With regard to appeals, the procedure is at once simplified and extended. To the Court of Appeal is transferred all the jurisdiction of the Court of Appeal in Chancery, including bankruptcy appeals, the Court of Appeal in Chancery in Lancaster, the Court of the Lord Warden of the Stannaries, the Exchequer Chamber, and the Privy Council in Admiralty and Lunacy appeals. In all cases the mode of appeal in this court is now uniform, being by motion and the jurisdiction of the court is not limited as formerly in common law appeals, but is extended to all judgments or orders, except when by consent or relating solely to costs, or in criminal appeals, or from inferior courts unless by leave. A strong court of appeal is constituted, which is especially strengthened by the Appellate Jurisdiction Act, and now consists of five *ex officio* and six ordinary members, with power for two further judges to be appointed, on certain changes occurring in the Judicial Committee of the Privy Council.

It was first intended by the Judicature Act of 1873 to abolish the right of appealing to the House of Lords or the Judicial Committee. The appellate jurisdiction of the House of Peers had been long exercised, and took its rise in the ancient court called "Aula Regis," established by William the Conqueror. This court, which comprised the greater barons of Parliament, formed a kind of appeal court, or court of advice, and on its dissolution or division, in the time of Edward I., when the barons' officers formed other tribunals the barons themselves continued to hear appeals. This tribunal, in the "honour and conscience" of whose members, according to Blackstone, the law reposed confidence, could always command the assistance and advice of the common law judges, and its jurisdiction extended to Scotch and Irish appeals.

Of late years inconvenience had been greatly felt on account of the inability of this appeal court to sit during the prorogation or dissolution of Parliament, and although a commission appointed in 1872 recommended its retention, there was a section in the principal Act abolishing its

appellate jurisdiction, together with that of the Privy Council. This provision, with respect to any rate to the House of Lords, met with strong opposition, especially on the part of the Bar and solicitors of Scotland, and after having been postponed by the Act of 1875 is now repealed by the Appellate Jurisdiction Act.

Provision, however, is now made for the better regulation of the appellate jurisdiction of the House of Lords by the appointment of two lords of appeal in ordinary, who are to have seats in that House during office only, by providing that the Appellate Court is to consist of three at the least, and by enabling the court to sit during the prorogation of Parliament or after its dissolution by her Majesty's permission.

Appeals may, therefore, still be carried from the Court of Appeal to the House of Lords, and whilst in this way the ancient Appellate Jurisdiction of the Peers has been preserved, it may be supposed and hoped that the alterations alluded to will effect a great improvement in the conduct of such appeals, give stability to the tribunal, and render it worthier of being the Final Court of Appeal for the three great divisions of this kingdom.

The Judicial Committee of the Privy Council is also to be strengthened by the attendance of certain of the English archbishops and bishops on the hearing of ecclesiastical cases.

The principal changes effected by the recent Judicature and Appellate Acts have thus been briefly considered, and it remains to inquire whether they constitute a reform in keeping with the requirements of the age.

The character and habits of the times in which we live certainly contrast very strongly with those connected with the times when many of the recently abrogated principles and regulations were laid down and prescribed. Whether attention be directed to the population, the wealth and commerce, the spread of education and civilisation, or the facilities for inter-communication, which now characterise our country and its people, we are alike struck with the great rate of increase which meets us on every hand. What was once but forest or moor is now ground thickly populated or the scene of great manufactures. Our home population, ever rapidly increasing, in spite of emigration, is far beyond the remotest ideas of our ancestors. The invention and extensive use of all kinds of machinery, combined with the modern discoveries of science, and the freedom of commerce, has elevated our country to an unheard-of state of affluence and prosperity which, in its turn, has contributed to the vast extension of education and the gentler arts, and to the widely-increased enjoyment of the luxuries of life. New descriptions of property have arisen, and new rights and liabilities connected therewith, while the locomotive engine and the electric telegraph have brought all parts of the kingdom together, and thus welded and assimilated the people and their customs. The artisan classes of our community now enjoy comforts to which the noble of the land were formerly strangers, and share in pursuits and recreations to them unknown.

And if the past centuries have contributed to these results, it cannot be doubted but that the 19th century has in its rate of progress far outstripped, as it is still outstripping, the others. The necessary consequence is that far more is now possible to be achieved in a lifetime than formerly, and life is to a great extent accelerated. This being the case, it is but natural that reforms should be constantly being made in ancient institutions, laws, and customs, in order to render their powers more extensive, to quicken their action, to remove antiquated and useless obstructions, and to render them better fitted for the age in which we live; and such of them as cannot show good cause for their existence, or a good and solid foundation on which to rest, are by the searching power of a free press and public opinion soon discovered, attacked, and uprooted.

The changes recently effected in our system of Judicature form a case exactly in point, and they are, in the writer's opinion, clearly changes which carry out, more or less, the great and important object which prompted them, viz., the rendering of that system more in accordance with the requirements of modern times. A good and sound scheme of Judicature should be simple and yet comprehensive—swift and yet sure—and the tribunals of a country should be ever such as that in them the inhabitants in that country can repose the fullest and most perfect trust and confidence. The scheme should be simple—so that no difficulty may be experienced in having recourse thereto, and so that the suitor may, without impediment and at the smallest cost, carry his plaint before the court and obtain the adjudication desired; and yet comprehensive—so as to include in one action every possible matter in dispute, and every interested party. It should, further, be swift in its action—so that the course of justice be not delayed and its power weakened by the escape of the defaulter; and yet at the same time

as to set vexed questions at rest for ever, and to carry out the decrees of its ministers with unerring vigilance; and, lastly, the tribunals must be trustworthy, so that those within their jurisdiction, whether litigants or not, may respect them, their officers, and their decisions, and resort to them without fear.

The recent changes which have been specified tend towards all these ends. The consolidation of the different jurisdictions in one Supreme Court, the assimilation of the principles governing its decisions, and the very great simplification of practice and procedure, are in the direction of that simplicity, which, as has been said, is so desirable in jurisprudence, while comprehensiveness is aimed at and secured by the wide powers given with respect to claims, defences, and parties, and the other regulations as to discovery, injunctions, and the wording of judgments, &c., to which reference has been made; wide and extensive indeed are these powers, and, though not perhaps enabling our judges to imitate altogether the adjudication of the renowned Haroun Al-Raschid, famed for his judicial dicta, at any rate they will very greatly assist them to carry out the remarkable dictum of Lord Chief Justice Willes, in *Collins v. Blanton* (1 Smith's Lead. Cas. p. 369), viz., "*Est boni judicis ampliare jurisdictionem*," and I say, "*Est boni judicis ampliare justitiam*."

The Judicature and Appellate Acts will also accelerate the wheels of justice, not only by preventing the lengthening out of many causes, whether by a factious and spurious defence, simply in order to gain time, and the improper exercise of the right of appeal—in the former case by rendering such an appearance useless and by continuous sittings, and in the latter by providing a strong Appeal Court and a speedier trial for appeals—but also by providing machinery for, and enabling all the steps in a county cause down to trial to be taken at the very doors of the suitors by means of the district registries; and, further, by the provision for immediate execution. At the same time, the uncertainty of the law, to which the term "glorious" is certainly misapplied, is greatly lessened by the amalgamation of the courts, and the simplicity and finality of the new procedure, which will most certainly close most of those loopholes which it has been hitherto the endeavour and delight of the promoters of rotten and fictitious claims and defences to discover.

And, finally, the public confidence in the judicial office and dicta will undoubtedly increase by reason of the great and wide powers of the Court of First Instance, the very strong nature of the Court of Appeal, and, especially by the enactment with regard to the Court of Final Appeal, now reinforced as to its judicial wisdom and experience, strengthened as to its quorum, prolonged as to its sittings, and yet still retaining all that prestige and those especial excellencies which have done so much to secure, amid the recent alterations, the Appellate Jurisdiction of the House of Peers.

In fine, therefore, looking at the changes introduced by, and the admirable ends aimed at in, the Judicature and Appellate Acts, it must be conceded that the recent great reforms in our legal system are a strong, a praiseworthy, and a successful attempt to grapple with the faults formerly existing, and to constitute a system of judicature more fitted to the requirements of the times. No doubt there may be those who hold that these changes do not go far enough in the direction of reform; an opinion not, perhaps, shared in greatly by those whose business it is to fathom the depths of the Acts and rules, and to measure the alterations introduced thereby, and an opinion which will, no doubt, be further decreased as the new system, with the aid of such further regulations as may prove to be required, emerges from the present transition period, with that homogeneous and complete character, which was the intent and object of its framers; for the judges of our country have added further honour to their "unsullied ermine" by the readiness, care, and labour which they have evinced in adapting themselves to the changes introduced by the Legislature, and in carrying into effect the spirit of the Acts. If, in spite of this, the recent block in the business of the courts is pointed to as a vicious result of the late legislation, it may be asked, who, knowing anything of legal reforms, or of legal systems, would expect for one instant that the measure and scope of the recent changes could be grasped in a moment or matured in a few months? And, without doubt, that unfortunate block, caused in great measure by the more extensive resort to litigation, consequent on the Acts, will by the acceleration of the trial of appeals be now ere long removed and its reproach taken away.

Instead, therefore, of carping needlessly at the slight defects and shortcomings inseparable from the conception and perfection of a great system of legal reform, rather shall it be said, that if, in the words of the old maxim, "Interest reipublice ut sit finis litium," that end is greatly served by the

vides "that as far as possible all matters in controversy may be completely and finally determined, and all multiplicity of legal proceedings avoided;" that "the changes effected by the recent Judicature and Appellate Acts" are alike worthy of the minds who framed them, of the free and equal laws which they affect, and of the judicial bench which is to carry them into force, and that they certainly do, in the words of the subject of this essay, "constitute a reform in keeping with the requirements of the age."

#### BOLTON ARTICLED CLERKS' SOCIETY.

THE second meeting of this society for the present session was held in the Law Society's Rooms, Wood-street, on Wednesday, the 3rd Jan. inst. Mr. W. F. Chambers took the chair. An interesting essay on "Legal Education, especially as to Articled Clerks," was read by Mr. T. R. Haslam. The question debated afterwards was, "Should the Landlord's Remedy by Distress be Abolished?" Mr. G. J. French opened the debate in the affirmative, and was supported by Mr. J. T. Cooper. Mr. Rennington and Mr. Haslam advocated the negative side of the question, which, when put to the meeting, was decided in the negative by a majority of eight.

#### LAW STUDENTS' DEBATING SOCIETY.

At the general meeting of this society, held at the Law Institution on Tuesday last, the hon. secretary, Mr. Indermaur, read the usual report, showing, amongst other things, that there were now on the society's roll 230 members. Several motions, greatly affecting the rules of the society, were, on the motion of the secretary, carried, notably one allowing all solicitors, articled clerks of solicitors, and clerks who have been articled to solicitors, barristers, and members or students of any of the Inns of Court or any of the universities to be qualified for election as ordinary members. This, of course, will give to the society a far greater scope than it has hitherto had, as up to the present time all members have had in some way to be connected with the Incorporated Law Society. Another alteration carried was one allowing of addresses and lectures to be delivered at the society's meetings, at the discretion of the committee, and also that the subjects to be discussed by the society in future are to be alternately legal and general in their nature. The secretary stated that all of these alterations met with the approval of the Council of the Incorporated Law Society.

#### LEEDS LAW STUDENTS' SOCIETY.

MR. W. T. S. DANIEL, Q.C., one of the judges of the Leeds County Court, has accepted the presidency of this society.

#### LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE first annual meeting of this association was held on Monday, the 8th inst., at the Law Association Rooms, Cork-street, Henry Cairncross Duncan, Esq., president of the Incorporated Law Society of Liverpool, in the chair. There were 35 members present.

The report of the committee was read by the Secretary, and, on the motion of Mr. Millar, seconded by Mr. Thompson, was unanimously adopted.

The Chairman then addressed the meeting, congratulating the members on the flourishing state of the association, as evidenced by the report of the committee. He also pointed out the cause of the failure of these associations in general from the interest in the proceedings falling off, and advised members to attend the meetings regularly, even at the cost of a little personal inconvenience.

A vote of thanks to the chairman for his kindness in presiding was moved by Mr. Rogers, seconded by Mr. Imlach, and carried unanimously. The chairman then retired, having other engagements to fulfil. Mr. Rutherford was called to the chair, and the election of officers for the year and other business of a formal nature was proceeded with. The subject for debate was adjourned to the next meeting, owing to the lateness of the hour, and the meeting then broke up. The following is the report of the committee:

The committee have great pleasure in submitting the following report of the year's proceedings, as it augurs well for the future success of the association:—

In Jan. 1876, a meeting was held at the Law Library, Cook-street, by a few articled clerks, at which it was resolved that a society to be called "Liverpool Law Students' Association" should be formed. Subsequent meetings were held, at which the rules of the association were drawn up and officers were appointed. The inaugural meeting was held on Feb. 28, W. G. Bateson, Esq., in the chair, on which occasion an address was delivered by W. B. Kennedy, Esq., barrister-at-law, on the objects and advantages of law students' associations in general.

From that date up to the close of the first session, in June, six meetings were held, with an average attendance of twenty members. In the discussions that took place on these occasions nine members on an average took part.

The second session commenced on the 2nd continued until the end of December, during time there were seven meetings, with an attendance of seventeen members, seven on an average taking part in each debate.

It will be noticed that the average attendance of members and the average number of speakers in the second session that in the first. I were however, as a whole, much better in session, owing no doubt to members having more confidence, and consequently speaking.

The association has seventy-three members considering the short time it has been in existence very satisfactory. The committee, however, taking into account the number of articled clerks in Liverpool, the number of members above larger, and wish to impress strongly upon the desirability of getting their friends to join the association.

The state of the finances of the association appear from the treasurer's report, from which it is observed that there is a balance of £20 8s credit. As some of the members only join during the year, it is thought desirable to call upon them to pay contributions, as the funds of the association are in a flourishing condition. The committee trust that the next meeting will meet with the approval of the association.

The committee observe with pleasure that Rogers, a member of the association, at the examination of candidates in November last, won the Clement's Inn prize; and also that J. P. Pride, another member of the association, the same examination, would have been an honorary distinction if he had not been over six years of age.

The committee beg to remind members of the interest and well-being of the association depend upon the interest in its proceedings being uniformly maintained, and would be obliged by members sending in notices questions suitable for discussion.

F. MARTON HULL, Chairman.  
THEODORE MELHUISE, Secy.

#### PLYMOUTH, STONEHOUSE, AND POET LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Freemasons' Hall, Plymouth, on Friday, the 12th inst. The following subject was discussed: "Are we sold by a trader in the ordinary course of business on a Sunday, and the purchaser afterwards promises to pay therefor, can the trader maintain an action for the price?"

#### UNITED LAW STUDENTS' SOCIETY.

THIS society will meet at Clement's Inn Strand, on Wednesday evening next (17th inst.) when Mr. J. T. Davies will preside.

Motions will be brought forward, one reference to the establishment of a prize called the "Union Prize," to be competed for by members of societies in union, and another formation of a law library in connection with the society. The question on the paper for discussion is "That Bar Students and Articled Clerks be educated together and pass the same examinations," will be opened by Mr. Slade Esq.

The thirteenth annual inaugural meeting will be held at Clement's Inn Hall on Monday the 22nd Jan. 1877, upon which occasion Mr. Forsyth, Esq., Q.C., LL.D., M.P., has kindly consented to preside. The following gentlemen among those who have already promised to attend and take part in the proceedings: Mr. Serjt. Simon, M.P., A. G. Marten, Esq., M.P., The Hon. Dudley Campbell, and Charley, Esq., D.C.L., M.P. The committee are pleased to see at this meeting any persons interested in the question of the education of students.

#### QUERIES.

ARTICLES—EXPIRATION OF DURING MINOR AMINATION.—If an articled clerk's term of service should expire before he were 21, would the period between the expiration of his articles and the time of his attaining that age, be any bar to his admission and admission as a solicitor when he attained that age? For example, supposing an articled clerk's term of service terminated in Feb. next, and he attained the age of 21 until the following July, that fact bar him from examination and admission?

[Certainly not.]

FINAL EXAMINATION BEFORE EXPIRATION OF SERVICE.—QUESTIONS AS TO DUE SERVICE.—If a person articled for five years, which will expire May 14 next, and intend to apply for final examination in April next. You will observe that, in the meantime, as to due service of articles of clerkship, the question is, "have you served the whole time of your articles; if not, state the reason." Now, I shall have served the whole time of my articles at the time of giving the notice, and I should, therefore, know what, in your opinion, is the correct answer to the question. It would, of course, not be correct to say "yes," but would it be right to say "I have served the whole time, from the commencement of my articles to the present date, at the office of the solicitor to whom I am articled carries on his business?"

[Yes, your answer should be in the foregoing terms.]

J. HOUNSELL, Esq., Surgeon, Bridport, Dorset, writes:—"I consider BURTON'S NERVE-PAIN EXTRACT a valuable remedy. Very severe cases under my treatment have been found to be permanent relief. I recommend its use to the Profession and to the public to all who suffer from toothache."

## MAGISTRATES' LAW.

## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Stone	Thursday, Jan. 25.....	James John Lonsdale, Esq.	8 days .....	R. T. Brockman.
Windsor	Friday, Jan. 26 .....	Robert Henry Hurst, Esq.	Statutory.....	George Meadows.
Windsor	Friday, Feb. 2 .....	A. M. Skinner, Esq., Q.C.	10 days .....	Henry Darvill.
Windsor	Tuesday, Feb. 6.....	Richard Wildman, Esq.	1 day .....	Arthur Wells.
Windsor	Tuesday, Jan. 16 .....	Arthur J. H. Collins, Esq.	10 days .....	G. B. Aldridge.
Windsor	Wednesday, Jan. 31.....	J. D. Chambers, Esq.	10 days .....	Francis Hodding.
Windsor	Wednesday, Jan. 24.....	Thomas H. Naylor, Esq.	14 days .....	Robert Ransom.
Windsor	Wednesday, Jan. 24.....	Joseph Catterall, Esq.		Thomas Heald.

## YARMOUTH QUARTER SESSIONS.

Monday, Jan. 1.

Before SIMMS REEVE, Esq., Recorder.

VICH GUARDIANS (apps.) v. CHURCHWARDENS  
OVERSEERS OF GREAT YARMOUTH (resps.).

as to the Poor Law Amendment Act 1876.

was the first case under the Poor Law Amendment Act 1876, and was an appeal by the Guardians against an order for the removal of a pauper named Sarah Ann Elizabeth Goddard from Yarmouth Workhouse.

Wrenfordsley and Poyser, instructed by W. B. Day, appeared for the appellants.

oper and Blofield, instructed by F. Danby, appeared for the respondents.

oper, in opening the case, said it was before the Guardians of the Poor of Ipswich, appellants, and the Churchwardens and Overseers of Great Yarmouth, respondents, in the appellants appealed against an order of magistrates of Yarmouth for the removal of Ann Elizabeth Goddard, aged 18, single

in, daughter of John and Maria Goddard, Yarmouth to Ipswich, made on the 17th 1876. The respondents based their case

39 & 40 Vict. c. 61, ss. 34 and 35 (the Poor Amendment Act 1876). Sect. 34 provided

that when any person shall have resided for a period of three years in any parish in such manner

under such circumstances in each of such years as to be deemed to be settled therein until he shall

be a settlement in some other parish by a residence, or otherwise, provided that the

in respect of the settlement acquired this section shall not be made upon the evidence of the person to be removed without such

as the justices or court shall be satisfied." He should be able to prove

the father of the pauper, John Goddard, at 12, Church-lane, St. Matthew, Ipswich, 1870 to 1873. It was a continuous residence

mainly more than three years, as four children were born during the time, which would

be above that period. The 35th section provided that no person shall be deemed to have

a settlement from any other person, by parentage, estate, or otherwise, except

the case of a wife from her husband, and of a child under the age of 16, which

shall take the settlement of its father, or of its mother, as the case may be, up to

16, and shall retain the settlement so taken until he shall acquire another." The girl in ques-

tioned with her father when she attained the age of 16. She was now 18 years of age, and had

no other settlement. The object of the appeal, no doubt, was to get rid of the difficulty of

derivative settlement. Formerly, if the settlement of the father were not proved, one

could go back to the grandfather, but now it could only come from the father or widowed

mother. The girl became chargeable to the union in Yarmouth on the 19th June 1874. She was then

with her parents, and was subject to their control. The parents were in a state of

distress, and the girl was removed to the workhouse. Inquiries were made and it was dis-

covered that the father had lived in the appellants' house, and an order was made for her removal.

On the appeal were that the provisions of the Act were not retrospective, and that it did not apply, as the settlement was acquired

by the passing of the Act.

Wrenfordsley said he contended that sect. 34 was not retrospective, and that sect. 35 did not

apply at all. That section was as to derivative settlement. The father never had a settlement

of which the pauper could derive any benefit until the Act came into operation, and if

not retrospective he could have no settlement

behalf of the respondents, Maria Goddard, mother of the pauper; Charles Hastings, builder,

Church-lane, Ipswich; Mr. W. Bantoft, wine merchant, Ipswich; and Eliza Scofield, Church-lane,

who were called to prove that John Goddard and his family resided at 12, Church-lane, Ipswich,

four years.—Thomas Blythe, master of

Yarmouth Workhouse, proved that the girl had been chargeable since June 19th, 1874, and was subject to epileptic fits.

Wrenfordsley said the case was an extremely important one not only as affecting

Ipswich and Yarmouth, but was a serious one to the whole community. For the first time a

recorder was asked to construe the meaning of this most important Act. If he succeeded in

convincing the recorder upon the question, then he presumed that the respondents would ask for

a case, and that the recorder would grant it, and if it was against him he should also ask for a case.

Sect. 34 was a remarkable one, dealing with the vexed question of the law of settlement.

Before this Act the question was very complex, and there was good reason for the Legis-

lature to interfere and simplify it. The solicitor who instructed him (Mr. W. B. Ross,

clerk to the Ipswich Guardians) was a gentleman of very great experience and authority on the Poor

Law, and he thought this section was intended to apply only to Ireland. To him (Wrenfordsley)

this section was rather incomplete and ambiguous. Corresponding sections in previous Acts were

closed with an important proviso, which was here wanting. Reference to previous Acts would assist

in understanding this one, and in sect. 1 of 9 & 10 Vict. c. 66, it is stated: "Be it enacted from and

after the passing of this Act no person shall be removed, nor shall any warrant be granted for the

removal of any person from any parish in which such person shall have resided for the five years

next before." It was the absence of the words "next before" which caused the difficulty with

which the court had to deal.

The Recorder asked Mr. Wrenfordsley if he seriously contended that a person might have lived

two years and eleven months in a place before the passing of this Act, and the one month after

brought him within its action?

Wrenfordsley said that was his contention, or otherwise the action of the Act must have been

postponed for three years. It surely was not meant that the Act was to be retrospective, and

that one should go back two years to get the settlement of three years. The respondents sought

not only to make the Act retrospective but also to give it a relation back. If the court were to hold

with this, it would give power of removal which would almost change the face of our workhouse

system, and would give power to go back ten or twelve years to find a settlement. It was

important to give the Act effect, and that could not be done by doing that which was never intended,

and it certainly was not intended to jump back from 1876 to 1873 to fix a settlement. If that were

so, we should have officers going from one workhouse to another to find out anyone who had resided

three years in one parish. His contention was, that the intention of the Act was, that the term of

three years' settlement might be commenced before it came into force, and completed any time

after its passing on the 6th Aug. 1876. On this point Mr. Ross had written to the Local Govern-

ment Board, and the reply was that as at present advised the board were of opinion the

section had not a retrospective operation so far as regards the acquisition of the settlement. It

seemed to them to confer the settlement on and from the date of the passing of the Act, but not

before, though it conferred the settlement in respect of a residence which may have been com-

pleted at any time previously.

The Recorder.—Who wrote that letter?

Wrenfordsley: It is signed by no less a person than Mr. Fry—[loud laughter]—one of

the luminaries of the Local Government Board. Wrenfordsley continued: Section 35 abolished

the law of derivative settlement except in certain cases. He contended that the father had no

settlement in Ipswich under this Act, and that being so the daughter could not derive any settle-

ment. Therefore he submitted that this section did not apply at all.

Poyser argued against the 35th section applying in this case. He granted for the sake

of argument that the words "shall have resided for three years" were retrospective, but

contended that the further words of the section must be considered, and they were "shall be

deemed to be settled" not "shall be deemed to

have been settled" and therefore they could not be retrospective. As to the settlement, he contended that though it may have been earned before the passing of the Act, it was not conferred until the date of the Act, August, 1876. Consequently, when the daughter attained the age of 16, her father had gained no settlement, and therefore she could not derive any. In support of his argument, he (Poyser) quoted the cases of *Reg. v. The Parish of St. Sepulchre* (28 L. J. 187, M.C.); and *Reg. v. The Guardians of St. Mary, Whitechapel* (12 Q. B. 127).

Cooper, in reply, contended that the 34th section was retrospective. He thought the letter referred to by Mr. Wrenfordsley was in his favour. He called attention to sect. 36, which is as follows:—"The provisions regarding the settlement shall not apply to any pauper removed under any order of removal, or without such order, under the provisions on that behalf con-

tained in the Union Chargeability Act 1865, before the passing of this Act, or in receipt of non-resident relief lawfully given, or in respect of whom any order of removal shall be proceeding at the passing of this Act." In support of his

case he quoted *The Overseers of the Township of Preston v. The Overseers of the Township of Blackburn* (32 L. J., N. S., 180, M. C.).

The Recorder, in delivering judgment, said that the question he had to decide was whether the order made by the Yarmouth magistrates as to the removal of this girl was good or not. It turned upon sections 34 and 35, and the main question was whether the residence of a person was retro-

spective or not—whether the three years' residence must have been before August, 1876. He then traversed the facts of the case as given in evidence. The question was whether the pauper belonged to the Union of Ipswich or not, and he was of opinion that she did, and that the words of the 34th section were retrospective. It appeared to him an absurdity to hold that the whole of the time for gaining settlement was to run from the passing of the Act, and an equal absurdity that a portion must be passed before and the remainder

after, and he must, therefore, hold that the section was retrospective; he consequently affirmed the order for removal, and would grant a case for a higher court as to whether section 34 was retrospective.

Wrenfordsley applied for a case on both sections, which the Recorder granted.

Cooper applied for costs, which were allowed.

## NOTES OF NEW DECISIONS.

RATING OF RAILWAYS—IMPROVEMENT RATE LOCAL ACT—PUBLIC HEALTH ACTS.—By the

Walsall Improvement and Market Act 1848, com-

missioners had power to levy an improvement rate within a district not comprising the whole mun-

icipal borough as afterwards constituted, but the Act contained a proviso that the occupiers of land

used as a railway should be assessed in proportion only of one-fourth part of the net value. The

Public Health Acts 1872 and 1875 formed the whole municipal borough of Walsall into an urban

sanitary district. Held, that the assessment ought to be made under the local Act, and not under

the Public Health Acts: (*London and North-Western Railway v. Overseers of Walsall*, 35 L. T. Rep. N. S. 626. Q.B.)

## COMPANY LAW.

## NOTES OF NEW DECISIONS.

PARCEL RULES—STAMPED AND UNSTAMPED PARCELS—UNDUE PREFERENCE.—The M.G.W.E.

Co. adopted two scales of charges for carriage of parcels by their line. One of the scales varied in

amount according to the weight of the parcel carried and according to the distance; the other

scale, though it varied according to the weight, made no reference to the distance. The parcels

to be carried by latter scale were not to exceed particular dimensions and a certain value. They

were required to be prepaid by having adhesive stamps affixed to them. The parcels were carried

from the receiving offices of the company at Dublin to the terminus, and then by the Messrs. W., the

company's agents, who are paid, in common with all the other carriers employed in Dublin by the

company, 1d. per parcel for cartage of stamped parcels. This arrangement was due to an agree-

ment by which Messrs. W. undertook to carry all stamped parcels gratuitously in consideration of

receiving 1d. for every unstamped parcel; for other towns stamped parcels were charged 2d.

for collection or delivery. Held, that under the circumstances the company were not guilty of

undue preference, although the applicant had the same trouble in collecting or delivering parcels

whether they were stamped or unstamped: (*Robertson v. Midland Great Western Railway Company of Ireland*, 35 L. T. Rep. N. S. 636. Rail Com.)



**CONTRIBUTORY NEGLIGENCE—EVIDENCE—MISDIRECTION.**—The appellants were colliery owners, and had a siding adjoining the respondents' line, on to which the respondents were in the habit of bringing the appellants' empty trucks from their line, which the appellants removed as they thought fit. The respondents brought such trucks at any time without notice to the appellants. On a Saturday, after working hours at the appellants' colliery, they brought on to the siding a truck loaded to such a height that it would not pass under a bridge which crossed the siding. On the following Monday, before daylight, and before work was resumed, they pushed on to the siding other trucks, which pushed the loaded truck against the bridge and damaged it. In an action for the damage so done, Held (affirming the judgment of the court below), that there was evidence on which a jury might find the appellants guilty of contributory negligence, but, reversing the judgment of the court below, that the judge had misdirected the jury in not telling them that if the respondents could have avoided the accident by reasonable care and diligence, they were still liable, notwithstanding the negligence of the appellants: (*Bradley and another v. The London and North-Western Railway Company*, 35 L. T. Rep. N. S. 637. H. of L.)

**INSURANCE COMPANY—AMALGAMATION—TRANSFER OF LIABILITIES—ANNUITANTS.**—An insurance company, which by its deed of settlement had power to transfer its business to another company, granted an annuity by a policy signed and sealed by three of its directors, which declared that the stocks and funds of the company should during the life of the annuitant be liable to pay the annuity. Fifteen years afterwards the company transferred its business to another company, in accordance with the power contained in the deed of settlement. Both companies being in liquidation, the annuitant claimed to prove against the transferring company: Held, that the omission from the policy of any reference to the deed of settlement did not distinguish the case from *Hort's case* (33 L. T. Rep. N. S. 766; L. Rep. 1 Ch. Div. 307), and that the annuitant could only prove against the transferee company: (*Dowse's case*, 35 L. T. Rep. N. S. 653. Ct. of App.)

**WINDING-UP—CONTRIBUTORY—PAST MEMBERS—COMPULSORY REGISTRATION.**—The 38th section of the Companies' Act 1862, which makes past members liable to be placed on the list of contributories, applies to companies compulsorily registered under the 209th section of the Act, as well as to companies formed under the Act: (*Ramsay's case*, 35 L. T. Rep. N. S. 654. Ct. of App.)

## REAL PROPERTY AND CONVEYANCING.

### NOTES OF NEW DECISIONS.

**MINES—ADJACENT OWNERS—NATURAL USER—WATER.**—The appellants and the respondents were leasees under the same landlord of the minerals under two adjacent parts of the same estate. The soil over the mines was in its natural condition impervious to water. The respondent so worked his mine that the surface of the ground cracked and sank, and the rainfall and surface water flowed through the fissures, and found its way into the appellants' mine, which was at a lower level than the respondent's. Held (affirming the judgment of the court below), that the respondent was not liable for the damage so done in the natural course of user of his own land: (*Wilson v. Waddell*, 35 L. T. Rep. N. S. 639. H. of L.)

**VENDOR AND PURCHASER—HUSBAND AND WIFE—JOINT POWER OF APPOINTMENT—CONTRACT BY HUSBAND TO SELL FEE—DEATH OF HUSBAND—SPECIFIC PERFORMANCE.**—Property stood limited to such uses as A. and his wife should jointly appoint, and in default of appointment to the wife for life for her separate use without power of anticipation, remainder to A. in fee. A. contracted to sell the property to B. The agreement stated that the property stood limited "to such uses as A. and his wife should jointly appoint," and that A. would "procure a proper assurance of the premises to the purchaser to be executed by all necessary parties." A. died before completion, having devised the property to trustees upon trusts for sale. Held, that B. was entitled to specific performance, with compensation in respect of the wife's life interest: (*Barker v. Cox*, 35 L. T. Rep. N. S. 662. V.C.B.)

## ELECTION LAW.

### NOTES OF NEW DECISIONS.

**COUNTY—RENTCHARGE.**—The grantee of a freehold rentcharge of the yearly value of 40s. or upwards issuing out of a reversion is entitled to vote at county elections: (*Davson v. Robins*, 35 L. T. Rep. N. S. 599. C. P.)

## MARITIME LAW.

### LIVERPOOL PASSAGE COURT.

#### ADMIRALTY DIVISION.

Jan. 6 and 8.

(Before T. H. BAYLIS, Q.C. and Nautical Assessors).

#### THE NORTHERN EMPIRE.

##### Towage or Salvage.

THIS case was one of some importance to persons engaged in the shipping trade in Liverpool. It was a claim by the owners and crew of the steam tug *Fiery Cross* against the ship *Northern Empire*. Kennedy, instructed by J. L. Law, appeared for the *Fiery Cross*.

Potter and Roscos, instructed by Bateson and Co., for the *Northern Empire*.

The *Northern Empire*, a large timber laden ship, whose value, including cargo and freight, was agreed as being about £8000, on Nov. 2 was being towed from the Alfred Dock, Birkenhead, to the Canada Dock. The ship broke loose from the tugs, and after coming into collision with the *City of Berlin*, and being made fast, again broke loose. She then drifted, under the influence of a flood tide and a light westerly breeze, across the river to the neighbourhood of the Plunkington Bank, where her two tugs were made fast to her starboard and port sides, and the *Fiery Cross* also coming up towed her midway from the bank. For this service salvage was claimed by the *Fiery Cross*.

The COURT held that there was such an amount of peril to the *Northern Empire* in the position in which she was when taken in tow by the *Fiery Cross* that the services of the latter were more than towage, and that she was entitled to a salvage reward, and she was therefore awarded £80, in addition to £12 10s., the amount paid into court for purely towage services.

### NOTES OF NEW DECISIONS.

**CHARTER-PARTY—DAYS ALLOWED FOR LOADING—STIFFENING COAL DEMURRAGE—MASTER'S LIEN.**—Defendants chartered plaintiff's ship to carry a cargo to Callao. By the charter-party the ship was "to be loaded at the average rate of 75 tons per clear working day . . . Stiffening coal, if required, to be supplied at ship's expense at the rate of 40 tons per clear working day after written notice is given to the charterers' agent of its being required, but all days on which stiffening coal is taken on board, or the ship is detained for the same, to be excluded in the computation of the said working days allowed for loading . . . Demurrage to be paid for each day beyond the said days allowed for loading and discharging respectively at the rate of 3d. per registered ton per day. The master to have a lien on the cargo for all freight and demurrage due under this agreement . . . All liability of the charterers under this agreement shall cease as soon as the cargo is on board . . . All questions, whether of short delivery, demurrage, or otherwise, are to be settled with the manager or agents of the charterers at the port of destination, which settlement is to be binding on the owner. The owner and master to have a lien on the cargo for all freight, dead freight, and demurrage. Defendants failed to supply stiffening coal, whereby the ship was detained forty-eight days at the port of loading. Plaintiff sued for demurrage. Held (affirming the judgment of the Queen's Bench Division on demurrage to statement of claim), that putting stiffening coal on board was "loading" within the demurrage clause, and therefore demurrage was payable, but that this was a liability under the charter-party, which ceased when the cargo was on board, and the only remedy was by the master's lien, and therefore plaintiff could not recover on the charter-party: (*Sanguinetti v. The Pacific Steam Navigation Company*, 35 L. T. Rep. N. S. 658. Ct. of App.)

## MERCANTILE LAW.

### NOTES OF NEW DECISIONS.

**PRINCIPAL AND AGENT—GENERAL AGENT—DISCOUNT ON INSURANCES—COMMISSION.**—A shipowner had for several years employed merchants as his general agents at a remuneration, and they had effected insurances on his ships. In their accounts they charged him with the full insurance premiums, although they were allowed by the underwriters to retain out of the premiums 5 per cent. brokerage, and 10 per cent. discount for ready money, in accordance with the custom of the trade: Held, that as these allowances were usually made, and as the shipowner had for years assented to them, he could not now object to allow them to retain these allowances on taking the accounts in a suit with regard to a mortgage on certain ships of his. Decision of Bacon, V.C.,

affirmed. *Turnbull v. Garden* (20 L. T. 1 218), distinguished: (*Baring v. Stanton*, Rep. N. S. 652. Ct. of App.)

**BILL—CARGO—SPECIFIC APPEAL—LIEN—EQUITABLE ASSIGNMENT.**—Y., chant, in Costa Rica, shipped coffee to Co., London, "on the strength of" drew bills on M. and Co., requesting have the coffee sold for his account, and deeds passed to his credit. There was ment between Y. and E. and Co., of P share profits and losses on this transect bills came into possession of the plan were dishonoured by M. and Co. Y. w asking him to honour the drafts and c bills of lading of the coffee from M. as whom they were accordingly handed o S. wrote to the plaintiffs, saying the pected soon to get the delivery warra coffee, and that he could dispose of the instructed by the sender. M. and creditors to a large extent of E. and ( agent they affirmed Y. to be, and they at tachment to issue out of the Lord May against the coffee. S. then paid the proce into court, and the plaintiffs applied to bills paid thereout on the ground that had been specifically appropriated to, and that S. had made an equitable assa a part of the coffee equal in amount to Held, following *Robey and Co.'s Pa Iron Works v. Ollier* (27 L. T. Rep. 1 L. Rep. 7 Ch. App. 695), that there w appropriation, and that S. had no aut make such equitable assignment. *Friih* (6 L. T. Rep. N. S. 847; 4 De G. F. & J. tinguished on the ground that in that bills showed on the face of them that appropriated to the cargo: (*Ranken v. A L. T. Rep. N. S. 664. Ch. Div.*)

## BANKRUPTCY LAW.

### NOTES OF NEW DECISIONS.

**LIQUIDATION—MEETING OF CREDITORS—POWER TO SUMMON FRESH FIRST MEET** Where the majority of the creditors of a dating debtor resolved to accept a trifling sition without any security, and manifest motives of kindness to the debtor, and as fide for the benefit of the creditors, the refusing to register the resolution, the debtor leave to summon a fresh first and the creditors for the purpose of offering a sition to be secured to their satisfaction. *Gibbs, re Webb* (29 L. T. Rep. N. S. 133; 10 Ch. 382), explained and extended: (*Ex pte Sheffield and Rotherham Joint-stock Bank pany, re Terrell*, 35 L. T. Rep. N. S. 668. App.)

**PRACTICE—DEBTOR'S SUMMONS—SERV** Service of a debtor's summons by a clerk or creditor's solicitor, or by the clerk of his agent (where the creditor's solicitor is a solicitor), is good service under rule 6d Bankruptcy Rules 1870, which provide a debtor's summons shall be served up debtor by (*inter alios*) "the creditor or l torney." Decision of Bacon, C.J. *affirm parte Lancaster, re Lancaster*, 35 L. T. Rep. 649. Ct. of App.)

**BILL OF EXCHANGE—ACTION AT A** **DEBTOR'S SUMMONS—SECURITY FOR C** Where a debtor's summons is issued in rep a bill of exchange, and further proceed stayed to abide the result of an action on Bills of Exchange Act 1855, the court, in ing whether or not security shall be giv have regard to any order as to security wh have been made in the action under sect. 1. Act by a common law judge: (*Ex parte Re Latham*, 35 L. T. Rep. N. S. 674.)

**PROOF—PRINCIPAL AND AGENT—FM** **SET-OFF AGAINST PRINCIPAL OF DEE** **FROM AGENT.**—The fact that an agent l sale of goods was directed by his principal sell the goods in his own name, but to d his agency, will not deprive the buyer of h of setting off against the principal's cla goods a debt due to him from the agnt limitation of the agent's authority was l closed to the buyer. *Semenov v. Brin C. B. N. S. 467; 12 L. T. Rep. N. S. 3* l owed and explained: (*Ex parte Dixon; R* 35 L. T. Rep. N. S. 644. Ct. of App.)

**COMPOSITION—SHAM RESOLUTION—B** **OF KINDNESS TO DEBTOR—DISABTIN** **DITOR—BANKRUPTCY ACT 1869, a 12-** the creditors of a liquidating debtor who ment of affairs showed a large amount and virtually no assets, passed a resol accept a composition of 1s. in the pou paid within one month from the date of t tration of the resolution, no security bein for such payment, it was held that the necessarily to the inference that the



and been passed, not *bona fide* for the benefit of the creditors, but from mere motives of kindness to the debtor, and that, therefore, the registrar is right in refusing at the instance of a dissentient creditor to register the resolution. *Ex parte Briggs* (34 L. T. Rep. N. S. 638; L. Rep. 2 Ch. D. 5), explained: (*Ex parte Terrell*; *Re Terrell*, 35 T. Rep. N. S. 646. Ct. of App.)

**STOCKBROKER AND PRINCIPAL.—TRUST DEWY.**—A trustee instructed his stockbroker to buy for him a sum of Consols, which he informed the broker he held as a trust fund, and to invest the proceeds of sale in the purchase of certain railway stock. The broker sold the Consols for cash, and received in payment a cheque which he paid to the credit of his current account with his bankers, and he bought the railway stock for the next settling day. On the settling day, the railway stock not having been paid for, the broker was declared a defaulter on the Stock Exchange, and soon afterwards he filed a liquidation petition. A principal claimed to have the balance which, at the time of the failure, was standing to the broker's credit at his banker's, appropriated to the good of the proceeds of sale of the Consols. Held, that as the broker had notice of the trust, the proceeds of sale retained the character of trust money in his hands, and could be followed by the principal if they could be traced. *Per* James, J.A., *semble* that this would have been so, even if the broker had had no notice of the trust: (*Ex parte Cooke*, *re Strachan*, 35 L. T. Rep. S. 149. Ct. of App.)

**TRADER.—STOPPAGE IN TRANSITU.—BILL OF LADING.—FURTHER ADVANCE OF GOODS.—ACT OF BANKRUPTCY.**—A, having failed to meet a cheque which he had given in payment of goods purchased from him, the vendor stopped the goods in transitu, declined to make any further advances about security. A then paid the amount of the cheque and gave the creditor a bill of sale to secure the debt then due and further advances in cash or in money. The goods which had been stopped were then delivered. Nine days afterwards the creditor seized under his bill of sale, and a few days after A. filed a liquidation petition. Held, as the goods had been supplied with the *bond* intention of enabling A. to carry on his business, the bill of sale was good as against the creditor: (*Ex parte Threlfall*; *Re Williamson*, 35 T. Rep. N. S. 695. Bank.)

**WRITABLE MORTGAGE.—MISDESCRIPTION IN DEED.—RECTIFICATION.—EVIDENCE, ADMISSIBILITY OF.—STATUTE OF FRAUDS.**—A., by a deed, charged "the premises mentioned in the Schedule at the foot hereof" as security for monies made to him by his bankers; the Schedule to the deed referred to leaseholds held under a lease dated the 25th Sept. 1874, and made between the parties named therein. The reference to the lease was an error, the intention being to refer to property, held under a lease dated the 31st Dec. 1874, and made between the same persons as parties to the lease of the 25th Sept. 1874. On the bankruptcy of A., his trustee disputed the validity of the charge. Held, that parol evidence was admissible to show what property was intended to be included as the subject of the mortgage: (*Ex parte National Provincial Bank*, *re* *Mer*, 35 L. T. Rep. N. S. 673. Bank.)

#### WILTON-UNDER-LYNE COUNTY COURT.

Thursday, Dec. 28.

*re* JOSEPH ST. JOHN YATES, Esq., Judge.)  
AND H. HAMPSON (in Liquidation); *Ex*  
*re* THE HYDE BUILDING SOCIETY (mort-  
gagees).

*Bankruptcy—Bill of Sale—Apparent possession.*

question in this case (argued by counsel, Pankhurst, on behalf of the mortgagees, a King society, and J. M. Yates on behalf of the debtor in liquidation) was as to whether certain fixtures, carding engines, planing machines, f pans, steamers, copper dye pans, lathes, and machines, &c., used in the hat manufacturing business by the debtors, and included in mortgage, could be claimed by the mortgagee, or had passed to the trustee as being in apparent possession of the bankrupt at the time of his bankruptcy.

HONOUR.—The only question reserved was whether the property which I have already held as the personal chattels was in the apparent possession of the debtors within the meaning of the Act of Sales Act, when they filed their petition on 5th Oct. last. The facts, so far as they bear on the point, were that on the 13th Oct. the mortgagees entered upon the premises comprised in the mortgage, and placed one Baggaley in possession. Baggaley received the keys of the premises, and either personally or by his servant, remained therein continuously until some time on the 16th of the same month, locking the premises at night and opening them in the morning

to let in the workpeople. Meanwhile the debtors used the machinery and carried on their business as before, under a license given to them by the mortgagees, and for the purpose of working up the old stock. No fresh orders were obtained, but, according to the evidence of one of the debtors, had any been offered they would have been accepted. The object of the Bill of Sales Act as set forth in the preamble (*inter alia*) to protect trustees in bankruptcy (liquidation is now the same) from being defrauded by secret assignments and dispositions. It was therefore enacted that where an assignment of personal chattels had not been registered in the manner prescribed, and the assignor became bankrupt (here liquidated) the title of the trustee should prevail over the title of the assignee as to such portion of the chattels assigned as should be in the possession, or apparent possession, of the assignor at the time of his bankruptcy—that is, at the date of the act of bankruptcy: (*Ex parte Terrell*). Apparent possession was there defined to exist so long as the chattels are in any building or premises occupied by the assignor, or so long as they shall be used and enjoyed by him in any place whatever, although formal possession may have been obtained by another person. Now, applying this definition to the present facts, although it may be argued that from the time that Baggaley entered and received the keys of the building the debtors' occupation was at an end, it can hardly be disputed but that they were in full use and enjoyment of the chattels. There was no interference with their working the machinery on the part of Baggaley or his man, and nothing to show that they were not in possession in their own right. I can, therefore, come to no other conclusion but that their possession was apparent within the true construction of the Act. *Ex parte Lewis*, upon which Dr. Pankhurst relied, and which Mr. Yates, with great ingenuity, tried to distinguish, was, if anything, somewhat more favourable to the assignees; for, although the man in possession slept in an attic, he mixed with the debtor's family in the daytime and had his meals with them—a fact which might have led an inquiring creditor to ask how he came there, and who he was. There was also an attempt to advertise for sale. In *Ex parte Homan*, the bailiff had a copy of the bill of sale, with instructions to show it if anyone claimed to interfere. In both these cases the court ruled in favour of the trustee, giving in the latter as one reason that nothing had been done to change the possession in the eye of the outer world, so also in *Ex parte Say* the apparent possession was held to continue until the bailiffs began to pack up and remove the goods. In *Ex parte Redfern* the business was carried on under the sole management and control of the bailiff, irrespective altogether of the debtors, and the mill was actually closed before the petition was filed. This was held to support the assignees' claim. The principle to be deduced from this and other cases clearly is that when the debtors continue in the visible use and enjoyment of the chattels, and there is nothing which would indicate to the outer world that there was a change of possession, the mere fact of a bailiff being on the premises and holding the keys is not sufficient to take the case out of the statute. It was also contended on behalf of the trustee that the property was in the order and disposition of the debtors with the consent of the true owner, and it might, I think, be contended that although by placing Baggaley in possession the mortgagees withdrew his consent, yet by continuing to allow the debtor the exclusive use and enjoyment of the chattels a fresh contract may be presumed, but this I need not decide. The order of the court is that so much of the fund in court as arose from the sale of the personal chattels of the debtors be paid to the trustee in liquidation, the balance to the mortgagees, and that the costs of all parties be paid out of the estate.

#### WANDSWORTH COUNTY COURT.

Tuesday, Jan. 9, 1877.

(Before H. J. STONOR, Esq., Judge.)

*Re* ROSS; *Ex parte* ROSS.

*Bankruptcy—Adjudication—Statute barred debt—Acknowledgment.*

HIS HONOUR.—On the 10th Nov. 1876, the debtor filed a declaration in this court, admitting his inability to pay his debts, and on the 16th Nov. his sister, Frances Ross, filed the present petition in bankruptcy, alleging that the sum of £800 was due to her from the debtor for money lent in advance by her to him, and that he had committed an act of bankruptcy by filing the above declaration. The petitioner made the usual affidavit in support of her petition. The same solicitor acted for the debtor and petitioner in the above proceedings. The alleged debtor gave no notice of motion to dismiss the petition, but, on the contrary, filed an affidavit admitting the petitioner's debt of £800, and debts to other persons amounting to about £200. The petition came on for hearing on the 5th inst., and the petitioner's

solicitor handed in the following documents, verified by the petitioner's affidavit in support of her petition. A letter dated the 14th Nov., 1876, from the debtor to the petitioner, containing the following passage: "I send you the acknowledgments you ask for, but do not send them on to Godfrey (the debtor's and petitioner's solicitor) unless he asks for them. If he does, however, of course send them. I do not think he will ask for them; but it is very likely he may send you an affidavit to sign. You see I acknowledge the debt, and therefore you will not have the same difficulty in proving the loan as if I disputed it. I expect every day to hear of the petition being lodged. 2nd, a stamped receipt as follows:

35, Albany-street, Edinburgh, 10th May, 1867.  
Received from Miss Frances Ross the sum of three hundred pounds sterling, £300 sterling.

GEORGE CLARK ROSS.

3rdly, another stamped receipt, as follows:

35, Albany-street, Edinburgh, 14th Oct., 1868.  
Received from Miss Frances Ross the sum of five hundred pounds sterling, £500 sterling.

GEORGE CLARK ROSS.

The receipts were inclosed in and apparently written at the same time as the above letter and on similar paper, and there is an alteration in the date of the second receipt. The petitioner alleged, and the debtor admitted, that the two sums of money mentioned in the receipts were advanced at the respective dates written on such receipts, and that the debtor's liability in respect of them is barred by the Statute of Limitations unless the acknowledgments in writing produced take the case out of the operation of the statute. Upon these facts I was clearly of opinion that the petitioner's debt, if existing, was barred by the Statute of Limitations, inasmuch as the acknowledgment in writing produced was evidently fraudulent and void, having been written by the debtor subsequently to the act of bankruptcy, viz., the filing his declaration of inability to pay, of which the petitioner had notice, and on which the petition is granted, and consequently that the petition must be dismissed. But the petitioner having obtained an adjournment, has now filed another affidavit, together with a letter from the debtor to the petitioner, dated the 3rd May 1874, in which, after expressing his satisfaction at the prospect of a visit from the petitioner, he adds, "One thing, however, I must tell you: I will not be able to pay you any of the £800 yet, so pray do not count upon it. I am very sorry for this, but must trespass still longer on your forbearance. I do wish I could begin to redeem that debt, but at present I cannot." And the petitioner contends that this letter was an acknowledgment of the two before-mentioned debts of £300 and £500, from which a promise to pay would be implied by a court of law, and which implied promise would bar the Statute of Limitations. Assuming the advances of £300 and £500 respectively to have been made at the above dates; it is to be observed that the former was barred at the date of the last-mentioned letter, but the latter was not. I do not, however, think that this makes any material difference in the present case. As to the question, however, whether this letter contains such an acknowledgment as is contended by the petitioner, I should have much doubt if the point were untouched by judicial decision. For an absolute promise to pay on demand seems to me to be a very strong implication from an acknowledgment or reference to a debt barred by the statute when it is accompanied by an express statement of the debtor's inability to pay the debt. At common law such an implication of law would have exposed him to immediate imprisonment, possibly for life, at the pleasure of his creditor, and since the Bankruptcy Acts it brings him immediately within their stringent provisions, as in the present case. I find, however, that in several cases such a statement of inability has not negatived the implied promise to pay a statute barred debt arising from its acknowledgment in writing, especially where, as in the present case, the creditor requests forbearance from his creditor: (*See the cases of Wilby v. Elgee*, 10 L. Rep. 497. C. P.; and *Chasmore v. Turner*, 10 L. Rep. 500 Q. B., and the earlier cases referred to in the last mentioned case.) I therefore think that the petitioner is entitled to an order of adjudication; but any other creditor will of course have the power of disputing her debt hereafter, if so advised.

Adjudication accordingly.

**NOVEL PROCEEDINGS UNDER THE EDUCATION ACT.**—The overseers for the township of Tapton, Derbyshire, having refused to honour a precept issued by the Brington School Board, application was made to the Chesterfield county magistrates to confirm a resolution of the board passed under the 56th section of the Act appointing an officer to make and collect the school rate independent of the overseers. The application was granted.

Mr. Morley said he was very glad to be upon to perform the pleasant and easy duty of expressing on behalf of the committee of Powlesland the sense which they entertained of the energy and determination that resulted in the bringing of two distinctly opposite parties to justice. He had been connected with his house of business for half a century, and he knew of nothing that had given him more satisfaction or was fraught with more danger, than the facility of selling by auction by men who offered the facilities for bringing them under circumstances of great suspicion, and ought to put them on their guard. These facilities being offered insolvent traders, and able to meet any sudden demand for the goods, the indisposition of wholesale dealers to do them credit, as they had only to go to the selling shops—for such auction rooms were for nothing else—and get what they wanted by depositing their creditors' goods. It was the interest of honest traders that a stop should be put to this practice, and he would like to watch it very closely, for it was clear that the law was strong enough to defeat such a course if it were only followed up with vigour. As a creditor, he expressed his admiration of the conduct of the trustees, Mr. Collins, in the early stage of the matter, and his determination as was half-way towards success. The facts of the case were, that Powlesland failed for £26,900, and handed his creditors, in the first instance, an amounting to more than £2950. For months prior to his failure he sold goods to the amount of £24,000 by auction, through, and within four months prior to his failure purchased goods to the amount of £20,000, sold legitimately £1400 worth, and by an immense sacrifice, £12,000 worth. By these facts that the bankrupt and his associates, convicted, and the judge made the most of there were no such men as Baylies there; very few Powleslands. He (Mr. Morley) said creditors were called upon to punish such a man whenever they could. It was no loss money, but he had always distinguished between the unfortunate trader and the fraudulent trader; he had fought hard for the unfortunate trader who had to give a good account of his proceedings, and commended them to let the honest man that he would find sympathy at the hands of creditors, while a man who could not give an account of himself should be dealt with severely. He congratulated all concerned on the results which had led to the meeting much pleasure in proposing the following: "That in the opinion of this committee Ashwell is entitled to and is tendered

of the creditors for his promptitude, and tact in proceeding to Spain, tracing bankrupt, and ultimately obtaining his return to this country, and his acceptance is recorded on a cheque for £128 2s. in recognition of the same. That Mr. Edgar Austin is also entitled to the best thanks of the creditors for his untiring attention and ability in bringing to a successful issue, and his acceptance is requested of a cheque for £79 16s. in recognition thereof."

renewed (Messrs. Leaf, Sons, and Co.) the resolution, which was passed, and they presented the cheques.

Mr. Jackson (Messrs. G. Brettell and Co., Woodrope) proposed the thanks of the creditors to be recorded.

Mr. Morley (Messrs. Spreckley, White, and Sons) seconded the motion, and stated that in the case goods at half-a-crown a yard, and demand, were obtained from him, taken from his warehouse to the auctioneer's premises sold within four days at 10d. and 11d.

The resolution was passed, and a suggestion that resolutions should be engrossed and sent to Mr. Ashwell and Mr. Austin was

words having been spoken in acknowledgment of Mr. Ashwell, Mr. Austin, and Mr. Collier. Mr. Crisp (of the firm of Ashurst, Morris, and Crisp) said that the greatest difficulty in the way of the creditors, who preferred to take the case and have no more trouble, was the delay confirmed this statement, and said that the need that existed for a public prosecutor bringing a fraudulent debtor to justice were acting in the general interest of the public and the expense and labour ought not to be put upon them.

of thanks to Mr. Morley for presiding in the proceedings.

#### THE LAW'S DELAY.

MORGAN writes to the *Times*: Sir,—Six years ago you did me the honour to publish an article in which I ventured to assert that, unless reinforced, at least one branch of our system must break down under the strain imposed upon it by recent legislation. I scarcely expected, however, that my article would be so soon verified, as the facts will, I hope, demonstrate.

In 1875, before the Judicature Acts came into force, the number of cases set down for the Court of Chancery, including appeals, was 317. In Jan. 1876, when the Acts came into operation two months, the number had perceptibly increased. At the time the motions awaiting decision by the Division of the High Court of Justice appeals from that division number 630.

words, the Judicature Acts have just the amount of work thrown upon the Bench as the cases set down have during the last year. The cases have during the last year kept steadily ahead of the cases disposed of. It is difficult to see how anything like an improvement is ever to be attained except by the most questionable process of exhausting the patience of suitors and driving men to prefer going to tardy justice.

that it has been the fashion to attribute the increase to transient or controllable causes. It has been suggested, for instance, that the substitution of *ex parte* affidavits for the hearing of a case has taken a longer time than it did formerly. If this fact, it must be accepted as an essential part of the problem to be solved, for no one can expect a return to the old mode of taking evidence in questions of disputed fact. Of late, the judges have very properly discontinued the practice of taking evidence *ex parte* where there was no real conflict of evidence, while the additional number of hours which they now sit may fairly be set off by the additional time occupied in hearing cases. Indeed, the fact that the orders of the Chancery Division during the year ending October, 1876, show an increase upon the year of 1875, or nearly five times the increase of the last ten years, proves conclusively that that division actually gets through more work than its predecessor. The explanation, therefore, of the phenomenon must be sought elsewhere.

What I take to be that the Judicature Acts have introduced a large amount of business which has not its way into our courts before. The effect of this new business has been and will continue to be towards the Chancery side of the Court, partly because the Acts have introduced certain classes of actions to the Division, and partly because of the administrative machinery which it has introduced, as well as the growing inclination of

the suitors, when left unfettered, to prefer a trial before a judge to a trial before a jury. Still, a glance at the present condition of the so-called Common Law Courts will show that their business has also largely increased, though not, perhaps, at the same rate as ours. Indeed, the experience of the last fifteen months has demonstrated what, at first sight, would seem a paradox—that the result of improving the administration of justice is to increase rather than to diminish litigation. Nor ought this to surprise us. There are in this country thousands of persons who are ready to submit to almost any injustice rather than face the horrors of a law suit. If you ask them why they shrink from going to law, they will tell you that they dread its cost, its uncertainty, and its delay. Once made litigation less costly, less uncertain, and less protracted, and you rob it of more than half its terrors. That justice will ever become a really cheap luxury in England is, for reasons on which I need not dwell, scarcely probable; though, of course, in proportion as we make its forms more simple and less dilatory, we indirectly diminish its cost. But there is no reason whatever why its administration should not be both prompt and certain. Now, it is scarcely too much to say that our modern reforms have made our judicial system one of the least technical instead of being the most artificial in Europe; and the growing conviction on the part of the public that cases are at last being decided "on the merits" may be seen reflected in the state of our cause lists. But in a country in which time is money it is essential that justice should be swift as well as sure. How, then, is the object to be attained?

Now, I think it will be generally admitted that our Chancery Judges and their clerks work as hard as any men in England. Besides sitting in court five or six hours each day during the greater part of the year, the Master of the Rolls and the Vice-Chancellors dispose of an immense amount of important work in Chambers and during the vacations. Nobody suggests that their time could be more economically distributed; indeed, Parliament has shown its appreciation of their method of conducting business by requiring the other judges to adopt it. Clearly, therefore, no more work can be got out of them. If we turn to Westminster Hall for help, we are told that the judges there have already more work on hand than they can get through. It follows, therefore, that, without an increase in the judicial strength of the Division, things must remain as they are.

It must not be forgotten that the number of Chancery Judges was fixed thirty-six years ago, at a time when railway enterprise was in its infancy, and joint stock companies almost unknown. Since then the population of England has increased by one-half, and its wealth has probably trebled. I wonder what would be said to a proposal to place the police magistrature of the country on the footing on which it stood in the year 1841. Yet in the interval litigation has increased at a far greater rate than crime.

As far as I am aware, the only real objection to such a step lies in the cost which it will entail upon the country; for the argument that if two or three new judges were appointed we should have to put up with inferior men on the bench may, by those who know the Bar of England, be dismissed with a smile. It has been said that the appointment of two new Vice-Chancellors, with their staffs, would involve a charge of £20,000 a year on the Exchequer. But this calculation leaves out of sight the important fact that Chancery actions are already to a great extent self-supporting, and, by the imposition of a very small additional tax on the litigant, might be made entirely so. Such a tax, if its proceeds were devoted to the purchase of fresh judicial power, would really be the best investment which the suitor could have for his money. Not long ago a witness in the court in which I practise, on being questioned as to the state of a particular water-course in Wales, replied that he could not speak as to its condition during the last three weeks, and when asked what he had been doing in the interval, explained that he had spent it in waiting for the case to come on. Does anyone who has realised the frightful cost of keeping twenty or thirty witnesses dangling about Lincoln's-inn for weeks, suppose that any suitor in his senses would not cheerfully consent to have his court fees trebled or quadrupled, in order to escape so terrible an infliction?

But are we really driven to this alternative? Is it really, as it is right that the doors of one of the highest courts in the kingdom should remain blocked for months simply because England cannot afford to expend upon it an infinitesimal part of the cost of a single ironclad? This is a question which the Government and the Legislature are, I apprehend, bound before long to answer. — I have the honour to be, Sir, your obedient servant,

GEORGE OSBORNE MORGAN.  
Lincoln's-inn, Jan. 10.

THE VICE-CHANCELLOR of the County Palatine of Lancashire having retired from practice at the Bar, the London Courts will in future sit on Tuesday mornings, instead of at four o'clock, as formerly. The first London sitting will be on the 26th inst.

SPRING CIRCUITS.—In consequence of Easter falling so much earlier this year than last, it has been arranged to hold the spring circuits on or about the 15th Feb., to enable the judges, if possible, to finish the business before Good Friday, in which event they will secure a short vacation prior to the commencement of the succeeding sittings, which begin on the 16th April.

STRIKE OF BARRISTERS.—The *Carlisle Patriot* states that on Thursday, 4th Jan., there was some ferment at Carlisle quarter sessions when it became known that there was likely to be a breakdown of the machinery of justice owing to the gentlemen of the Bar having refused to take briefs in the cases for trial. This was in consequence of an intimation by the clerk of the peace (Mr. Nanson) that in future the Treasury would allow only a guinea a brief instead of two guineas as hitherto. The barristers declined to take the reduced fee, and there was nothing left to be done, save for the attorneys to place the briefs in the hands of the court, and let it deal with the matter as it thought best. Accordingly, when the deputy recorder (Mr. Leofric Temple, Q.C.) had concluded his charge to the grand jury, Mr. Wannop handed in a brief marked "one guinea," at the same time saying that there was a strike among the barristers, who would not accept the briefs at the fee allowed. Mr. Nanson said the matter had been brought before the deputy recorder, who had arranged to pay the two guineas on this occasion. Mr. Wannop.—Then I may mark the briefs two guineas? Mr. Nanson.—Yes. Shortly after this announcement the barristers came into court, and the threatened block was averted.

A SCENE IN COURT.—"I call upon you," said the counsellor, "to state distinctly upon what authority you are prepared to swear to the mare's age?"—"Upon what authority?" said the ostler, interrogatively.—"You are to reply, and not repeat the question put to you."—"I don't consider a man's bound to answer a question before he's time to turn it in his mind."—"Nothing can be more simple, sir, than the question put. I again repeat it. Upon what authority can you swear the animal's age?"—"The best authority," responded he, gruffly.—"Then why such evasion? Why not state it at once?"—"Well, then, if you must have it—"—"Must! I will have it," vociferated the counsellor, interrupting the witness.—"Well, then, if you must have it," rejoined the ostler, with imperturbable gravity, "why, then, I had it myself from the mare's own mouth." A simultaneous burst of laughter rang through the court. The judge on the bench could with difficulty confine his risible muscles to judicial decorum.

IMPORTANT DECISION ON LICENCE TRANSFERS.—The Recorder of Dublin gave judgment last week on the important question whether, in considering transfers of licences, he had jurisdiction to refuse those on the ground of the existence of an excessive number of public houses in the district. The point had been argued before him for three days. He considered there were no vested interests in the case that should fetter his discretion, and said that even if the number of houses were reduced by hundreds, the drinking facilities afforded by those that would remain had, of late years, increased a hundred-fold. The little paltry grocery, whose light scarce glimmered in the slums ten years ago was the Crystal Palace of to-night, sending its blazing radiance through the moral and material gloom of their most degraded neighbourhoods. If, as judicially held, he added, "I have to consider in all applications for licences the wants of the neighbourhood, I believe I am coerced by an overwhelming responsibility as ever pressed down fallen mortal to exercise it within moderate limits for the welfare of this great but, alas! degraded country." He was willing, however, to facilitate an appeal to the Queen's Bench to have his opinion reversed. The case excites much discussion among the owners of public-house property.

WORK IN THE CHANCERY DIVISION.—Tomorrow the High Court of Justice commences its sittings for the year, and, as regards the Chancery Division, with an arrear of work far larger than existed a year ago. It is a remarkable fact that, whereas the Judicature Acts were expected to operate in reducing the work of this division, the causes waiting to be heard exceed by upwards of 60 per cent, the number in the books at the beginning of 1876. This increase has been arrived at by gradual steps, ranging from 340 at the beginning of Hilary sittings, 457 at Easter, 502 at Trinity, and 569 at Michaelmas; and now the causes on the list number 556. Of course these cannot all be described as arrears; but seeing that four judges, working hard during the whole year, have been unable to make any real impres-



sion on the work, it is tolerably clear that very much of it must have been waiting some time. Under these circumstances, it is not surprising that the appointment of another judge of the Chancery Division is in contemplation. This appointment, which has long been required, should allow of provision being made for all the Chancery judges to sit for one whole day in each week at Chambers. Their present custom of sitting in Chambers after a hard day in court is not conducive to really good work, besides being inconvenient, from the lateness of the hour, for all who have to attend them. The expense of appointing another judge is a matter with which Parliament will deal; but when it is absolutely necessary, the question of cost is a secondary consideration. The Treasury ideal of the administration of justice being self-supporting is not yet arrived at, nor will it ever be reached until all court fees are largely increased.—*Globe*, Jan. 11.

**TITLE DEEDS.**—"A Firm of Solicitors" write to the editor of the *Times*:—"Mr. Leefer deserves the thanks of the public for calling the attention of 'suits and their advocates' to the risk run from the destruction by fire of title deeds deposited in the tin and wooden boxes at the Record and Writ Clerks' Office, in a building which has not the 'slightest pretension to be considered fireproof.' The facts stated by Mr. Leefer are incontrovertible, and we are therefore not surprised to find that they remain uncontradicted. We venture to assert that there is scarcely a Government office in the kingdom in which the most important records are kept of matters relating to real or personal property, or incidents affecting the history, interests, or character of individuals, which is not more exposed to destruction by fire than are the ledgers of any respectable tradesman. Surely every Government office ought to be provided with fireproof receptacles for the protection of documents of value relating to public or private interests. Fireproof iron safes can be made of almost any dimensions and to suit any space, and the construction of strong rooms is a matter of no particular difficulty or expense. The public would no doubt be glad to hear what provisions are to be made in the new Law Courts against accidents by fire. Mr. Charley is in error in supposing that solicitors do not make use of fireproof safes, every solicitor's office bearing conspicuous proof to the contrary. We are, however, ready to admit that sufficient care is not taken in preserving documents of value against fire, such, for instance, as an original correspondence, which when destroyed cannot be replaced."

**LORD ELLENBOROUGH'S HUMOUR.**—Some of judges have been the most incorrigible of jokers, and have dealt out their wit very impartially to all comers. Lord Ellenborough was one of these. "What are you, sir?" asked his lordship on one occasion when a gentleman slipped into the witness-box, dressed in rather a fantastic style, and proceeded to give his evidence in a manner as eccentric as his dress. "I employ myself as a surgeon," was the rather unfortunate reply. "But does anyone else employ you as a surgeon?" gravely inquired the judge. On one occasion Lord Ellenborough was under the necessity of listening to an advocate who had the reputation of being a sound lawyer, but a terrible bore. The question before the Court was the rateability of certain lime quarries to the relief of the poor. Counsel contended, at a most wearisome length, that such property was not rateable, because the limestone in the quarries could be reached only by deep boring, which was a matter of science. "Well," interrupted his lordship, "as to that, you will hardly succeed in convincing us, sir, that every species of boring is a matter of science." It is said that there was only one man in court who failed to see the joke. The famous judge has been credited with innumerable witticisms, some of them exceedingly sarcastic and telling. Henry Hunt, a noted demagogue of his day, was once before him to receive sentence upon a conviction for holding a seditious meeting, and he began a speech in mitigation of penalty by complaining of certain persons who accused him of "stirring up the people by dangerous eloquence." "My impartiality as a judge," mildly observed the Lord Chief Justice, "calls upon me to say, sir, that in accusing you of that they do you great injustice." While speaking of this great judge, there is an anecdote about him which has often been told before, but which ought to be repeated here, although for a moment it takes us fairly out of court, and cannot be given as an instance of wit. It is related that when on one occasion he was about to set out on circuit, his wife proposed to accompany him, a proposition to which his lordship assented, provided there were no bandboxes tucked under the seat of his carriage, as he had too often found there had been when he had been thus honoured before. Accordingly Lord and Lady Ellenborough set out together, but had not proceeded very far before the judge, stretching out his hand under the seat in front of him, kicked at the slimy receptacles which he

had specially prohibited. Down went the window and out went the bandbox into the ditch; and when the coachman pulled up, supposing that the box had been accidentally dropped out, he was rather savagely ordered to drive on, and let the thing lie where it was. They reached the assize town in due course, and his lordship proceeded to robe for the court. "And now where is my wig?"—where's my wig?" he demanded, when everything else had been donned. "Your wig, my lord," replied his servant, "was in the bandbox your lordship threw out of the window as we came along."—*Leisure Hour*.

## CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**A DISCLAIMER.**—In a leading article in the *LAW TIMES* of 6th Jan. you give an account of a singular incident, which you state "occurred at the recent quarter sessions held at Exeter." I beg to inform you that such incident (if it occurred anywhere) did not occur at the quarter sessions for this city. I trust that in your next number you will correct the error you have made.

T. J. BREMIDGE, Clerk of the Peace.

[The learned Recorder writes to the same effect.—*Ed.*]

**AGENTS PRACTISING AS ADVOCATES IN COUNTY COURTS.**—I have read the letter of "A Liverpool Solicitor" in your last issue, and in your editorial you desire further information on the subject. As the accountant referred to in the letter, I ask insertion of this by way of correcting "A Liverpool Solicitor," if he is ignorant of the facts. The case alluded to was a claim against the London and North-Western Railway Company, for whom Mr. B. Montague Preston, of Chester, is the solicitor, and it was expected that he would have been present at the trial, but for some reason, which I know not, he did not attend, and the judge allowed Mr. Charles Ferrand, managing clerk to Mr. Preston, to go on with the case. For the plaintiff I had instructed Mr. William Lowe, solicitor, and he had well gone into the case, when through some urgent business he was compelled to leave the court. Now what was to be done? Must the case be adjourned at the inconvenience of all parties present, to satisfy "A Liverpool Solicitor," or any number of solicitors, or, as was done by permission of the judge, allow me, who had instructed the solicitor, to proceed? I flatter myself that I am as well qualified as any solicitor for such a position. I am a certificated accountant, and the railway company's detective is a gentleman whose knowledge of railway law does him credit. Therefore, so far the letter does not represent fairly what took place, and "A Liverpool Solicitor" would do well in future, if, before writing such misleading letters, to inquire a little into what he complains of. As the other part of the letter does not personally refer to me, I will only add that the Registrars of the Liverpool County Court are as jealous of professional etiquette as any judge or registrar can be, and it is unfair to those gentlemen that such a statement should have been made. I have only one conclusion to draw from "A Liverpool Solicitor's" letter, and I do so in all charity, viz., that he is some unknown solicitor who has not risen in the Profession, and envies the agents who frequent the court of the commission they so deservedly earn, and which the Liverpool solicitor thinks he ought to have. Surely the Profession is not lowering, as I believe there is not a solicitor in Liverpool of any standing who would notice that which your correspondent seems so bitter about.

CHARLES CONNOR, A.S.A.E.

57, Ranelagh-street, Liverpool.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

**57. AWARD.**—Will you please say whether the award of an arbitrator, made on a reference from a county court, must be stamped or not?  
F. W.

**58. ANNUITY.**—A. purchases a house, for which he pays £50 down, and covenants to pay the vendor an annuity of £50 for his life. A. dies, and by his will, dated 1846 (which makes no mention of the annuity, or any direction for payment of debts), after making certain devises and bequests, devises and bequeaths the residue of his property to trustees upon trust, to pay the income arising therefrom to B. for life, and after his death to pay or transfer the estate to C. The annuity is not charged on the house purchased. Is the annuity to be paid out of the income or capital of the residuary estate? Please state cases and authorities.  
H. D. M. P.

**59. COUNTY COURT PROCEDURE.**—RENT—shall be paid if any of your readers will furnish authorities and references as to the following: B. in a county court for rent. B. pays a with proportionate costs, into court, and, in pleads a set off, consisting of an account in and delivered, the last item of which is up years old. Firstly—Can a set off for goods delivered be pleaded against claim for rent? Since B.'s plea, on the face of it, shows not six years old, is it not, therefore, bad? or competent for B. to bring forward evidence to show that the debt has been acknowledged within the statute?

**60. LEASES—COSTS.**—When nothing is said upon between a lessor and lessee as to the lease, the lessee pays them, the lessor being the lessor's solicitor, and the lessor pays his counterpart; but supposing a similar exception that the lease is not completed, the lessor insisting on unusual terms, to which will not consent, is the lessee liable for the solicitor's costs?  
L.

**61. COMMISSIONERS' FEES.**—Does the new Judicature Act apply to affidavits made additional probate duty or obtaining return paid, or to statutory declarations generally? practice now? My impression is that we are entitled to 2s. 6d. in the above cases.  
COMMISSIONER

**62. LONDON UNIVERSITY.**—Will you inform I can obtain copies of questions that have been the London University Matriculation Ex and at what cost?

**63. JOINT STOCK COMPANIES AND BUILDING.**—Can you or any of your correspondents in joint stock companies, which are, by their Association, empowered to mortgage that can purchase shares in, and become managing societies?  
E. L. T., (L)

**64. COMMISSIONERS FOR OATHS.**—I should if you would kindly favour me with your whether a country commissioner, appointed coming into force of the Judicature Act, be practically safe in administering oaths elsewhere outside the limits of the district assigned to him by his commission?  
A COUNTRY CLERK

[Yes. See Ford's Handbook on Oaths, p.

### ANSWERS.

(Q. 39.) **SUCCESSION DUTY.**—I think the duty payable by the trustees of F. B., a testatrix's succession, for even supposing interest had been in personal instead of under sect. 14 of the Succession Duty Act, have been no duty payable, much less, if there be any payable in respect of real estate the interest of a successor to real estate on the value of his life only, should be coming into possession, as F. B. did, there interest on which to calculate the duty. The usual legacy duty on rendering the accounts payable by the trustees, the pay given upon trust for sale; perhaps the *General v. Littledale* and others, L. Rep. 5 R help the enquirer.

(Q. 55.) **VENDOR'S COSTS OF CERTAIN** vendor nor purchaser is right; the former the expense of acknowledgment, but the must defray the cost of filing the certificate.  
J. W.

## LAW SOCIETIES.

### LAW AMENDMENT SOCIETY

A MEETING of the society will be held on evening next, the 15th inst., when a Mr. Serjeant Cox, "On Reform in the of Magistrates' Courts," will be read. The chair will be taken at 8 by Charles H. Hopwood, Esq., Q.C., M.

### SOLICITORS' BENEVOLENT ASSOCIATION

THE usual monthly meeting of the directors of this association was held at Institution, Chancery-lane, London, on day, 10th Jan. Mr. Turner Payne (Barrister). The other directors present were Messrs Paterson, Roscoe, Hedger, Rickman, St. Torr, and Veley (Chelmsford), and Mr. H. tary). A sum of £225 was distributed of assistance among a number of applicants, including a member, three families of members, and nine widows of non-members. Six gentlemen were members of the association. An express sympathy and condolence of the board recent death of their lamented colleague Nelson, who was also one of the trust association, was unanimously agreed to, general business was transacted.

### PORTSMOUTH AND GOSPORT SOCIETY.

THE annual general meeting of the society took place at Portsmouth, the 5th inst., the president of the society, Hellard, Esq., J.P., an extraordinary member of the Council of the Incorporated Law Society. There was a good attendance.



present being Messrs. Addison, Burbidge, & Ford (London), Feltham, W. H. Ford, A. rd, Marvin, and Jolliffe. After the transac- f general business, including the election of s for the ensuing year, Mr. Charles Ford the following resolutions, of which he had previous notice, but all of which were, after sion, withdrawn: "That a select com- be appointed to consider and report as to blishment of a law library in the borough smouth." "That a further select committee ointed to watch, and report upon, the legis- of the next session of Parliament in the sts of the legal profession." "That no am with an article clerk for a less sum than inas be accepted by any member of this r." Mr. C. Ford also moved a resolution ur of co-operating with other London and y law societies in their endeavour to secure ght of solicitors to continue to act as parla- ry agents without any of the restrictions Lord Redesdale is seeking to create, espe- as to not allowing parliamentary agents to agency to country solicitors. Mr. Ford, in ng forward this motion, pointed out how ary it was that country law societies should then the hands of the Incorporated Law y in its action in the matter, and stated the Liverpool and other law societies had already in the matter. The chairman con- l, and promised to see the secretary at the titution as to the *modus operandi* which most advantageously be pursued, and the r was then ordered to stand over till the meeting. Mr. Ford pointing out that a m to both Houses of Parliament would be oper course. The following are the newly- d officers of the society: President, C. B. rd, Esq., J.P.; Hon. Treasurer, A. Besant, Hon. Secretary, Geo. Feltham, Esq.

## LEGAL OBITUARY.

This department of the LAW TIMES, is contributed WARD WALFORD, M.A., and late scholar of Balliol u, Oxford, and Fellow of the Genealogical and eal Society of Great Britain; and, as it is desired as it as perfect a record as possible, the families and s of deceased members of the Profession will oblige warding to the LAW TIMES Office any dates and ale required for a biographical notice.

**E. DALTON, ESQ., D.C.L.**  
 Edward Dalton, Esq., D.C.L., barrister- who died on the 28th Dec., at Dunkirk House, near Amberley, Gloucestershire, in 31 year of his age, was the third son of the William Edward Dalton, Esq., by his mar- with Anne, daughter of Capt. Covell, and he m in the year 1787. He was called to the r the Honourable Society of Gray's Inn in y Term, 1832, but had many years ago re- from the active duties of his profession. ceased gentleman was a well-known mem- the Archaeological Institute and of other y societies. He was twice married, first, in to Elizabeth Head, only daughter of al Lloyd, Esq., of Uley, Gloucestershire, condly, in 1856, to Elizabeth, daughter of y Brown, Esq. (sometime Chamberlain of a, and who was Lord Mayor in 1826), and again left a widower in 1875. By his first e he had a daughter, Elizabeth Head, who d in 1856 the Rev. Augustus Turner, M.A.

**J. ROLT, ESQ.**  
 late John Rolt, Esq., barrister-at-law, of rth Park, near Wootton-under-Edge, Glou- shire, who died on the 23rd Dec., from the of a fall while out hunting, was the eldest the late Right Hon. Sir John Rolt, of Osle- who was some time M.P. for the Western m of Gloucestershire, and a Lord Justice al; his mother was Sarah, daughter of e Mr. T. Bosworth, and he was born in onsequently he was only in the forty-third f his age. Mr. Rolt was educated at Eton iversity College, Oxford, where he gradu- A. in 1857, and proceeded M.A. in 1859, was called to the Bar by the Honourable y of the Inner Temple in Hilary Term 1859. s a magistrate for the county of Gloucester, rried, in 1859, Sarah, eldest daughter of e John Osborne, Esq., Q.C., by whom he s a family.

**H. H. WHITE, ESQ., Q.C.**  
 late Henry Hopley White, Esq., Q.C., who t the 10th Dec., at The Fir, Rectory grove, m, in the eighty-eighth year of his age, s of the oldest members of the legal pro- He was born in the year 1789, and in entered as a student at the Middle Temple. s called to the Bar by the Honourable e of the Middle Temple in Michaelmas 818, and practised as a conveyancer. He de a Bench of his Inn in 1855, and ap-

pointed a Queen's Counsel in 1866. Mr. White edited two editions of Roper's "Treatise on the Law of Legacies" in 1828 and 1847 respectively; and in 1835 he edited the fourth edition of Cruise's "Digest of the Law of England respect- ing Real Property," in which Mr. White incorpo- rated a new chapter on "Merger."

## THE HON. LORD NEAVES.

THE late Charles Neaves, Lord Neaves, one of the judges of the Court of Session in Scotland, who died on the 23rd of Dec., at his residence in Char- lotte-street, Edinburgh, in the seventy-sixth year of his age, was the son of the late Charles Neaves, Esq., one of the procurators of the Court of Admiralty in Scotland, and was born in Edinburgh in the year 1800. He was educated at the High School and University of Edinburgh, and was admitted an advocate at the Scottish Bar in 1822. He was appointed Advocate Depute in 1841, Sheriff of Orkney and Shetland in 1845, Solicitor-General for Scotland in 1852, and a Lord of Session in 1854, in which last capacity he bore the courtesy title of Lord Neaves. In 1858 he was appointed, in addition, a Lord of Justiciary. The deceased was distinguished not only as a learned lawyer, but also as one of the most prominent literary workers in Scotland. Although his contributions to literature were mostly anonymous, their author- ship it is stated, was generally pretty well known. His "Poems by an Old Contributor to *Maga*" (Blackwood) went through many editions, and his quaint, half classical, half scientific songs, sung at the convivial meetings of the Royal Society's Club, must be familiar to many a jovial savant. In society he was extremely popular. In 1858 he appeared as the opposition candidate against Mr. Gladstone for the Lord Rectorship of Edinburgh University, but was unsuccessful. A few years later, however, he was elected to the same office by the students of St. Andrews. Lord Neaves married, in 1835, a daughter of the late Colonel Macdonald, Esq., of Dalness, N.B.

## T. B. HOBHOUSE, ESQ.

THE late Thomas Benjamin Hobhouse, Esq., barrister-at-law, and formerly M.P. for Rochester and for Lincoln, who died on the 3rd instant, at Coopersale, near Epping, Essex, in the 70th year of his age, was the youngest and last surviving son of the late Sir Benjamin Hobhouse, the first baronet, by his marriage with Amelia, daughter of the late Rev. Joshua Parry, of Cirencester, Gloucestershire, and a younger brother of the Right Hon. Sir John Cam Hobhouse, some time M.P. for Westminster and President of the Board of Control, who was created Lord Broughton de Giffard, but whose peerage became extinct at his decease a few years ago. Mr. Hobhouse was born in the year 1807, and was educated at the Charterhouse and at Balliol College, Oxford, where he took his Bachelor's degree in 1828. He was called to the Bar by the Honourable Society of the Middle Temple in Trinity Term 1833, and for a short time went the western circuit. At the general election of Dec. 1832 and Dec. 1834 he appeared as a candidate for the representation of Aylesbury, but was unsuccessful on each occasion; he, however, obtained a seat for Rochester in the first Parliament of Her Majesty. In 1841 he offered himself as a candidate for Newark, but was defeated by Mr. Gladstone and Lord John Manners. He represented Lincoln from 1848 to 1852, when he retired from public life.

## THE COURTS AND COURT PAPERS.

### COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

rota of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday...Jan. 13	King	Farrer
Monday...15	Holdship	Ward
Tuesday...16	Farrer	Pemberton
Wednesday...17	Toesdale	Ward
Thursday...18	Farrer	Pemberton
Friday...19	Holdship	Pemberton
Saturday...20	Toesdale	Ward
	V.C. Malins.	V.C. Bacon.
Saturday...Jan. 13	Ward	Latham
Monday...15	Cloves	Milne
Tuesday...16	Leach	King
Wednesday...17	Cloves	Milne
Thursday...18	Leach	King
Friday...19	Cloves	Milne
Saturday...20	Leach	King

	V.C. Hall.	Certificates of Sale and Transfer.
Saturday...Jan. 13	Cloves	Milne
Monday...15	Latham	Leach
Tuesday...16	Merivale	Cloves
Wednesday...17	Latham	Merivale
Thursday...18	Merivale	Latham
Friday...19	Latham	King
Saturday...20	Merivale	Holdship

The Easter Vacation will commence on March 30 and terminate on April 3, both days inclusive.

## PROMOTIONS AND APPOINTMENTS.

NOTA BENE.—Information intended for publication under the above heading should reach us not later than Thurs- day morning in each week, as publication is otherwise delayed.

MR. JOSEPH JOHN CORBIN, of the firm of Gard and Corbin, of 2, Gresham-buildings, Basinghall- street, London, has been appointed a Commis- sioner to take affidavits in the Supreme Court of South Australia.

MESSRS. SANDON AND KERSEY, of 52, Grace- church-street, and Deptford, have taken into partnership Mr. W. F. Knight, who for several years past has been their managing and con- fidential clerk. The style of the new firm will be Sandom, Kersey, and Knight.

## THE GAZETTES.

### Professional Partnerships Dissolved.

Gazette, Jan. 2.

JACKSON, FOX, and ELLEN, solicitors and conveyancers, Chan- cery-la (Frederick Jackson, Henry Fox, and William Norton Ellen), Dec. 30.

### Bankrupts.

Gazette, Jan. 5.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
 BEAN, EDWARD, stationer and publisher, New North-rd. Pet. Jan. 4. Reg. Popsy. Sol. Miller, Newgate-st. Sur. Jan. 24.  
 BROWN, GOODMAN, builder, Kensington-park-rd, Notting Hill. Pet. Jan. 3. Reg. Haslitt. Sols. Chapman and Lee, Gresham- st. Sur. Jan. 24.  
 LENNARD, T. G. B., no occupation, Half Moon-st, Piccadilly, and Cromwell-rd, South Kensington. Pet. Jan. 1. Reg. Brougham. Sols. Messrs. Lumley, Conduit-st. Sur. Jan. 23.  
 SIMMONS, MOSES, looking glass manufacturer, Bury-st. St. Mary Axe. Pet. Jan. 2. Reg. Haslitt. Sol. Montagu, Bucklersbury. Sur. Jan. 17.

To surrender in the Country.

ARMSTRONG, CHARLES, grocer, Carlisle. Pet. Jan. 3. Reg. Halton. Sur. Jan. 17.  
 BELL, PHILIP, miller, Southsea, Wickham, and Petersfield. Pet. Jan. 1. Reg. Howard. Sur. Jan. 23.  
 FOTHERGILL, BENJAMIN, consulting engineer, Clifton-st. Pet. Jan. 2. Reg. Ingram. Sur. Jan. 16.  
 MELVILLE, WILLIAM, ale and porter merchant, Newcastle. Pet. Jan. 2. Reg. Mortimer. Sur. Jan. 17.  
 ROPER, JOHN HIGGETT, pawnbroker and outfitter, Liverpool. Pet. Jan. 1. Reg. Bellringer. Sur. Jan. 17.  
 SWEETH, ALFRED WILLIAM, grocer, Forest-hill. Pet. Jan. 2. Reg. Pitt-Taylor. Sur. Jan. 19.  
 WILLIAMS, ALFRED, manufacturing jeweller, Birmingham. Pet. Dec. 30. Reg. Parry. Sur. Jan. 16.

Gazette, Jan. 9.

To surrender in the Country.

BETTISON, WILLIAM, gunn merchant, Liverpool. Pet. Jan. 6. Reg. Bellringer. Sur. Jan. 23.  
 DENTON, GEORGE, furniture dealer, Northampton. Pet. Jan. 6. Reg. Dennis. Sur. Jan. 25.  
 MOORE, CHARLES, hosier, Leicester. Pet. Jan. 4. Reg. Ingram. Sur. Jan. 25.  
 SAYAGE, EDWARD BODMAN, St. Donat's-rd, New Cross. Pet. Jan. 2. Reg. Pitt-Taylor. Sur. Jan. 19.  
 SIDNEY, JOHN, silk mercer, Liverpool. Pet. Jan. 5. Reg. Wat- son. Sur. Jan. 22.  
 STRAW, THOMAS, grocer, Sheffield. Pet. Jan. 5. Reg. Wake. Sur. Jan. 19.  
 WARDE, ALEX, no occupation, Worthing. Pet. Jan. 5. Reg. Evershed. Sur. Jan. 26.

### Bankruptcies Annulled.

Gazette, Jan. 2.

WRIGHT, A. D., Union-st, Old Broad-st. Nov. 17, 1876.

Gazette, Jan. 5.

CHEVERST, HEEKIAN, fruit salesman, Borough-market, South- wark, and Meopham, Oct. 8, 1875.

### Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

BANKRUPTS' ESTATES.

Baxter, J. fruiterer, first and final, 9d. At Trust. T. Westerb, 9, Queen-st, Huddersfield.—Burd, W. farmer, final, 6s. (making 20s.). At Trust. W. Burt, merchant, Wellington.—Cullen, W. T. wholesale clothier, second and final, 2s. 1d. At office of Wyke Brothers and Mantle, 24, Friar-la, Leicester.—Dunn, W. auctioneer and furniture broker, second, 9d. At Trust. W. E. Whall, Market- sq-chmbs, King's Lynn.—De Bussche, E. M. steamship owner, first, 1d. At Trust. F. B. Smart and G. A. Cape, 35 and 36, Cheapside, London.—Hendison, W. B. oil and grease manufac- turer, first, 3s. At Trust. H. Dickinson, Market-st, Bradford.—Hod- day, E. wire and tin plate worker, first and final, 2s. 4d. At office of the County Court, Shrewsbury. Trust. W. H. Wood.—Phelps, C. J. glover, first and final, 1s. At Trust. W. L. G. Brown, 25, Old Jewry.—Reddick, A. spinster, 1s. 9d. At Trust. T. Riddell, 12, Grainger-st, Newcastle.—Smith, J. L. grocer and victualler, final, 6s. At Trust. B. Catchpole, Forsyth-st, Pil- grim-st, Newcastle.—Ward and Chrimes, fine art dealers, first, 9s. At Trust. J. Walker.

### Orders of Discharge.

BANKRUPTS' ESTATES.

Gazette, Jan. 5.

ADAMS, JAMES, boot and shoe maker, William-st, Hampstead-rd NODDLE, THOMAS, fishmonger, Lamb's Conduit-passage, Red Lion-sq.

### Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 29, 1876.

WOOLLEY, SAMUEL, beer-seller, Sandbach. Pet. Dec. 21. Jan. 10, at eleven, at office of Sol. Latham and Bygott, Crews.  
 WRIGHT, CHARLES, furniture warehouseman, Hampstead-rd Pet. Dec. 16. Jan. 8, at three, at office of Sol. Cooper, Chancery lane.

Gazette, Jan. 5.

ADAMS, WILLIAM CHRISTOPHER, yeoman, North Curry. Pet. Jan. 1. Jan. 16, at eleven, at Clarke's-on-Medlock. Sol. House, North Curry.  
 ALLISON, ROBERT, draper, Chorlton-on-Medlock. Pet. Jan. 1. Jan. 24, at three, at office of Sol. Burton, Manchester.  
 ARTHUR, WILLIAM EYRE, traveller, Idols-la. Pet. Dec. 22. Jan. 13, at three, at office of Sol. Crane, Finsbury-pl, Strand.  
 BAGNALL, JOHN, currycomb maker, Willenhall. Pet. Jan. 2. Jan. 23, at three, at office of Sol. Rhodes, Wolverhampton.

BAUM, JOHN, victualler, Cremorne-gardens, Chelsea. Pet. Jan. 1. Jan. 15, at three, at offices of Sols. Evans and Eagles, John-st. Bedford-row.

BEAUMONT, ERNEST THOMAS, clothier, Tunbridge Wells. Pet. Dec. 31. Jan. 17, at half-past two, at the Chamber of Commerce, 145, Chesapeake, London. Sols. Stone and Simpson, Tunbridge Wells.

BEAVER, WILLIAM ALBERT, builder, Manningsham. Pet. Jan. 2. Jan. 17, at eleven, at offices of Sols. Wood and Killick, Bradford.

BELLWOOD, BARTHOLOMEW, contractor, Bradford Moor. Pet. Jan. 1. Jan. 19, at eleven, at office of Sol. Moore, Bradford.

BILBURN, RICHARD, farmer, Churchthorpe, near Warrington. Pet. Jan. 2. Jan. 21, at eleven, at office of Sol. Ambler, Leigh.

BRIDGES, ANDREW, draper, Hay. Pet. Jan. 1. Jan. 11, at eleven, at office of Sol. Page, Hay.

BRIDGES, JOHN, tanner, Leeds. Pet. Dec. 31. Jan. 10, at three, at office of Sols. Banks and Midgley, Leeds.

BROWN, ANN, white cooper, Waterloo, near Liverpool. Pet. Jan. 2. Jan. 18, at two, at office of Sol. Eury, Liverpool.

BURNS, GEORGE, wire worker, Kewstree, Ilkington. Pet. Jan. 4. Jan. 23, at three, at office of Sol. Fenton, Ball's Pond-rd, Ilkington.

BUTTERFIELD, JOHN, and NUNN, CHARLES, worsted spinners, Halifax. Pet. Jan. 1. Jan. 19, at three, at offices of Sols. Foster and England, Halifax.

CARHAM, JOHN, grocer, Dover. Pet. Jan. 1. Jan. 1, at half-past eleven, at offices of Messrs. Bath, King William-st., London. Sol. Mowll, Dover.

CLARKE, MICHAEL, tailor, Preston. Pet. Jan. 3. Jan. 19, at three, at offices of Sol. Ford and Co., Preston.

CLEARY, EDWARD, grocer, Manchester. Pet. Jan. 3. Jan. 21, at three, at offices of Sol. Mann, Manchester.

COOK, WILLIAM, builder, Bristol. Pet. Jan. 1. Jan. 17, at eleven, at office of Sol. Clifton, Bristol.

COSTABLE, JOHN, rim lock maker, Willenhall. Pet. Jan. 1. Jan. 18, at eleven, at office of Sol. Vaughan, Willenhall.

COOK, GEORGE, beerhouse keeper, Barrow-on-Soar. Pet. Jan. 3. Jan. 19, at twelve, at office of Sols. Deano and Lickorish, Loughborough.

DARE, JOHN THOMAS, grocer, Ormore-valley. Pet. Jan. 1. Jan. 17, at twelve, at office of Sol. Stockwell, Jun., Bridgend.

DUCKWORTH, WILLIAM, solicitor, Manchester, and Audenshaw. Pet. Jan. 3. Jan. 34, at three, at office of Sols. Sutton and Elliott, Manchester.

EDENBOROUGH, MELVILLE, wine merchant, Laurence Pountney-lane. Pet. Dec. 30. Jan. 10, at three, at office of T. S. Evans and Co., accountants, 5 and 6, Bucklersbury. Sols. Walter, Mowden, and Son, St. Benet-pl., Gracechurch-st.

EDIE, CATHERINE, widow, Edgar, THOMAS WILLIAM, and EDIE, JOHN, builders, Overton. Pet. Jan. 2. Jan. 21, at half-past eleven, at offices of Sol. Pugh, Wrexham.

EVANS, KENNETH, grocer, Forndale. Pet. Dec. 28. Jan. 18, at twelve, at office of Sol. Lowe, Pontypridd.

EVANS, LEWIS, PERCY, grocer, Cambach, par. Aberlare. Pet. Jan. 1. Jan. 17, at ten, at office of Sols. Spickett and Price, Pontypridd.

GATES, WILLIAM, hay dealer, Chesham. Pet. Jan. 1. Jan. 24, at half-past eleven, at office of Sol. Bullock, Gt. Berkhamstead.

GILDER, SIMON, yeast dealer, Liverpool. Pet. Jan. 3. Jan. 27, at eleven, at office of Sol. Lowe, Liverpool.

GRANGE, JOHN WILLIAM, jeweller, Preston. Pet. Jan. 2. Jan. 19, at twelve, at office of Sol. Forshaw, Preston.

GRIFFITHS, DAVID, grocer, Cardiff. Pet. Dec. 31. Jan. 14, at three, at offices of Sols. Morgan and Scott, Cardiff.

HARRISON, JOHN, and LEON, JOSEPH CHARLES, lead merchants, Birmingham. Pet. Jan. 3. Jan. 21, at twelve, at offices of Sols. Hawkes and Weekes, Birmingham.

HAYHURST, GEORGE, watchmaker, Manchester. Pet. Jan. 3. Jan. 24, at eleven, at office of Sol. Hodgson, Manchester.

HEWITT, EDWIN, auctioneer, culture dealer, Chesham, Delancey-st., Camden-town, and Prince of Wales-rd., Kentish-town. Pet. Jan. 2. Jan. 19, at two, at offices of Sols. Giltspur-st.

HORNE, CHARLES, warehouseman, Monkwell-st. Pet. Jan. 2. Jan. 18, at eleven, at office of R. Nelson, accountant, 10, Basinghall-st. Sols. Kynaston and Co., 21, Chesham-st., Bedford-row.

HUCKER, CHARLES JOHN, house decorator, Southampton. Pet. Dec. 28. Jan. 17, at three, at office of Sol. Shatto, Southampton.

JACKSON, WALTER ANTHONY, coal merchant, New Market-st., Maiden-lane, and London and North-Western Coal Depot, Maiden-lane. Pet. Jan. 3. Jan. 23, at three, at office of W. H. Farnell, accountant, 1, Guildhall-chamber, Sol. Nipol, Bedford-row.

JACOBS, CHARLES, draper, East Cowes. Pet. Jan. 3. Jan. 17, at three, at the Chamber of Commerce, 145, Chesapeake, Sols. Messrs. Ford, Portsmouth.

JONES, GEORGE, miller, Selattyn. Pet. Jan. 1. Jan. 22, at twelve, at the Victoria-house, Lower Brook-st., Oswestry. Sol. Donna.

JONES, JAMES, grocer, Tanygrisiau. Pet. Dec. 30. Jan. 30, at one, at office of Sol. Ellis, Ffestiniog.

JONES, JOHN MORGAN, hawker, Swansea. Pet. Dec. 30. Jan. 18, at twelve, at offices of Sols. Evans and Co., 145, Chesapeake, Sols. Stone and Simpson, Swansea.

JOY, EDWARD, and JOY, GEORGE, builders, Bournemouth. Pet. Jan. 3. Jan. 19, at four, at offices of Sols. Messrs. Lacey, Bournemouth.

KING, JOHN BURROWS, victualler's manager, City-rd. Pet. Jan. 2. Jan. 14, at twelve, at office of Sol. Brunell, Great James-st., Bedford-row.

MANN, WILLIAM, mantle maker, Railway-approach, London-bridge, and Prospect-pl., Fockham-rye. Pet. Jan. 3. Jan. 19, at three, at office of J. H. Henry, 10, Moorgate-st., buildings, Moorgate-st. Sol. Tilsley, Abchurch-rye.

MAYES, RALPH, bootmaker, Hanley. Pet. Dec. 29. Jan. 15, at eleven, at the Bell and Bear inn, Stone. Sol. Bishop, Bank-chamber, Hanley.

MICHAEL, ROBERT, innkeeper, Worthington. Pet. Jan. 2. Jan. 22, at eleven, at office of Sol. Milburn, Worthington.

MEARS, JOHN, grocer, Mountain Ash, par. Llanwornno. Pet. Jan. 1. Jan. 17, at half-past twelve, at 7, Canon-st., Aberdare. Sol. Phillips, Aberdare.

MORRIS, THOMAS, coal miner, Llywedd, near Aberdare. Pet. Jan. 2. Jan. 18, at twelve, at offices of Sols. Messrs. Beddons, Aberdare.

MUNDAY, RICHARD, butcher, Loose, near Maidstone. Pet. Jan. 1. Jan. 18, at one, at the Crown hotel, Cranbrook. Sol. Met. Stephenson, Maidstone.

NEVILL, HENRY THOMAS, painter, Southampton. Pet. Jan. 2. Jan. 17, at eleven, at office of Sol. Threlfall, Southampton.

NEWTON, WILLIAM, warehouseman, Barnsley. Pet. Jan. 2. Jan. 22, at eleven, at office of Sol. Freeman, Barnsley.

NILDER, WILLIAM, manufacturing confectioner, Digbeth and Oxford-st., co. Warwick. Pet. Jan. 3. Jan. 19, at eleven, at office of Sol. Green, Birmingham.

O'DONNELL, PATRICK, butter merchant, Manchester. Pet. Jan. 2. Jan. 19, at three, at offices of Sols. Adleshaw and Warburton, Manchester.

PARKER, JOHN, builder, Neath. Pet. Dec. 29. Jan. 15, at eleven, at offices of Sols. Smith, Lewis, and Jones, Merthyr Tydfil.

PAWLEY, EDWIN, baker, Newton Abbot. Pet. Jan. 3. Jan. 24, at three, at offices of Sols. Cooper and Michelson, Newton Abbot.

PRIEST, SAMUEL, baker, Cardiff. Pet. Jan. 3. Jan. 10, at three, at office of Mr. Collins, 39, Broad-st., Bristol. Sols. Morgan and Scott, Cardiff.

RICHARDSON, WILLIAM, tailor, Tow Law. Pet. Jan. 3. Jan. 17, at eleven, at office of Sol. Bush, Newcastle.

REDMAN, JOHN, boot maker, Southborough and Tunbridge Wells. Pet. Jan. 3. Jan. 17, at half-past one, at the Chamber of Commerce, 145, Chesapeake, Sols. Stone and Simpson, Tunbridge Wells.

SMITH, JOHN PHILLIPS, engineer, Road-lane. Pet. Dec. 30. Jan. 16, at twelve, at offices of Haydon and Vivian, accountants, 121, Bishopsgate-street Within. Sol. Kimber.

SMITH, SAMUEL RICHARDSON, victualler, East Retford. Pet. Jan. 1. Jan. 19, at twelve, at office of Sol. Hodgkinson, East Retford.

SMITH, WILLIAM, jun., yeast dealer, Hyde. Pet. Jan. 3. Jan. 22, at three, at office of Sol. Smith, Hyde.

SNELL, JOHN EDNEY, grocer, Cardiff. Pet. Jan. 3. Jan. 19, at two, at offices of Sols. Thomas, Tynes, and Co., Albion-chambs, Bristol. Sols. Morgan and Scott, Cardiff.

SOMMERVILLE, WILLIAM, and SOMMERVILLE, THOMAS, Hulme. Pet. Dec. 30. Jan. 13, at two, at 10, Ford-lane, Salford.

SOUTHCOOTE, HENRY, builder, Birmingham. Pet. Jan. 18. Jan. 18, at a quarter-past ten, after-past ten, at office of Sol. East, Birmingham.

SWANSON, JOHN, clothing manufacturer, Bury St. Edmunds. Pet. Jan. 1. Jan. 21, at one, at office of Morley and Shirrell, solicitors, 13, Palmerston-bldgs, Old Broad-st. Sol. Pollard, Ipswich.

TATE, H. ————, ant. Leicester. Pet. Jan. 2. Jan. 23, at twelve, ant. Leicester.

TENNANT, HERMINA GREERTRUDA JOHANNA, widow Camberwell New-rd. Pet. Jan. 2. Jan. 17, at three, at the Horns tavern, Kennington-pk. Sol. Kempster, Lower Kennington-lane.

THOMAS, NICHOLAS KIRBY, schoolmaster, Balak. Pet. Jan. 2. Jan. 22, at two, at offices of Sols. Messrs. Thompson and Brooks, Road-lane, Fenchurch-st.

VINEY, THOMAS, carpenter, Elm's Castle. Pet. Jan. 1. Jan. 18, at three, at office of Sol. Clutterbuck, Worcester.

WENZEL, AUGUST, out of business, Three Colt-st., Limehouse. Pet. Jan. 22. Jan. 22, at four, at offices of Sols. Miles, King Edward-st., Newgate-st.

WHITE, WILLIAM THOMAS, innkeeper, Penzance. Pet. Jan. 3. Jan. 19, at eleven, at office of Sol. Trythall, Penzance.

WILDER, WILLIAM, housekeeper, Seashore-house, Old Bailey. Pet. Dec. 23. Jan. 16, at three, at office of Sol. Miles, King Edward-st., Newgate-st.

WOOD, ROBERT, victualler, North Hytham. Pet. Jan. 2. Jan. 17, at twelve, at offices of T. G. Garrick, accountant, 28, Cloth-market, Newcastle. Sol. Porteous, Sunderland.

YOUNG, JAMES, watchmaker, Knarborough. Pet. Jan. 1. Jan. 18, at two, at offices of Sols. Simpson and Burrell, Leeds.

GRIFITHS, DAVID, grocer, Cardiff. Pet. Jan. 1. Jan. 18, at office of J. Collins, Jun., 34, Broad-st., Bristol, in lieu of the place originally named.

*Gazette, Jan. 9.*

ARKELL, HENRY, coach builder, Cheltenham. Pet. Jan. 6. Jan. 21, at three, at office of Sol. Wheeler, Cheltenham.

BELLAMY, JOHN, organ builder, Hanley. Pet. Jan. 3. Jan. 19, at eleven, at the Copeland Arms inn, Stoke-upon-Trent. Sol. Baird, Leicester.

HAILEY, ALBERT, innkeeper, Stonehouse. Pet. Jan. 1. Jan. 18, at one, at office of Sol. Jackson, Stroud.

HINCH, DAN, confectioner, Aberystwyth. Pet. Jan. 4. Jan. 18, at eleven, at office of Sol. Thomas, Aberystwyth.

HARRIS, WILLIAM INGRAM, draper, Worthing. Pet. Jan. 4. Jan. 23, at one, at 15, John-st., Bedford-row, London. Sol. Green, Worthing.

BALL, JOSEPH AUSTIN, out of business, Alvechurch. Pet. Jan. 4. Jan. 21, at a quarter-past ten, at office of Sol. East, Birmingham.

BIRCH, MARY, grocer, Woolford, near Bury. Pet. Jan. 6. Jan. 22, at three, at office of Sol. Anderson, Bury.

BIRNEY, WILLIAM, fish dealer, York. Pet. Jan. 4. Jan. 24, at eleven, at office of Sol. Crumley, York.

BUTLER, THOMAS, woolen draper, Harrogate. Pet. Jan. 5. Jan. 22, at twelve, at offices of Sols. Hirst and Capes, Harrogate.

BROWN, ALBERT FREDERICK, builder, Kingsley, Goswell rd. Pet. Jan. 6. Jan. 23, at three, at office of Sol. Parker, Queen Victoria-st.

BLAKE, GEORGE, whitewasher, Cripplegate. Pet. Jan. 4. Jan. 24, at eleven, at offices of Boyce and Child, Poultry. Sol. Cox and Son, Chancery-lane.

BAILEY, JOSEPH, commission agent, Clifton-rd., Clapton Park. Pet. Jan. 5. Jan. 23, at twelve, at office of Boggis, St. Swithin's-lane. Sol. Wilson, Cornhill.

CRILDS, WALTER, out of business, Oldlawford. Pet. Jan. 6. Jan. 22, at eleven, at offices of Sol. Collis, Stourbridge.

CHOW, ELIZABETH, provision dealer, Birmingham. Pet. Jan. 4. Jan. 19, at twelve, at office of Sols. Wright and Marshall, Birmingham.

CRISP, THOMAS HANKINSON, joiner, Runcorn. Pet. Jan. 6. Jan. 23, at one, at office of Sol. Linaker, Runcorn.

COBY, WILLIAM, general dealer, St. Austell. Pet. Jan. 4. Jan. 22, at three, at office of Sol. Carter and Stephens, St. Austell.

CHITTY, WILLIAM, jun., boot maker, Andover. Pet. Jan. 6. Jan. 21, at twelve, at the White Hart hotel, Andover. Sols. Messrs. Footner, Andover.

CHIFFORD, SAMUEL, outfitter, Bradford Moor, near Bradford. Pet. Jan. 5. Jan. 23, at three, at offices of Sol. Hennells, Bradford.

COLLIAC, JOSEPH JOHN, bootmaker, Leeds. Pet. Jan. 3. Jan. 19, at eleven, at office of Sol. Turner, Leeds.

DEAN, JOHN, watchmaker, Leamington. Pet. Jan. 3. Jan. 19, at eleven, at offices of Sols. Malcolm, Leeds.

DAVIS, ALBERT JAMES, ironmonger, Brighton. Pet. Jan. 3. Jan. 23, at three, at 22, Gresham-bldgs, London. Sol. Nye, Brighton.

DUNFORD, JOHN ALEXANDER, refreshment-house keeper, Ramsgate. Pet. Jan. 5. Jan. 23, at three, at the Bull and George hotel, Ramsgate. Sol. Dorman, Ramsgate.

DRAKE, WILLIAM, grocer, Newwood House, Westow Hill, Upper Norwood. Pet. Jan. 1. Jan. 22, at two, at offices of the Creditors' Association, Wiseton-lane, 4, Arthur-at East-London-bridge. Sols. Carter and Bole, Kensington.

FIRTH, JOSEPH, butcher, Kingston-upon-Hull. Pet. Jan. 4. Jan. 23, at two, at the offices of the Chamber of Commerce, Exchange-bldgs, Bowley-lane, Kingston-upon-Hull. Sol. Thorney.

FLETCHER, JOHN, watchmaker, Liverpool. Pet. Jan. 4. Jan. 21, at eleven, at office of J. Green, public accountant, 30, Brazenose-st., Manchester. Sol. Worth, Rochdale.

FULTON, ISAAC, boot dealer, Newcastle-upon-Tyne. Pet. Jan. 4. Jan. 23, at eleven, at offices of Sols. Keenlyside and Foster, Newcastle-upon-Tyne.

FLETCHER, JAMES, licensed victualler, Bolton. Pet. Jan. 5. Jan. 23, at ten, at office of Sol. Fielding, Bolton.

FRUIT, MAX CHARLES ALFRED, provision merchant, Manchester and Liverpool. Pet. Jan. 6. Jan. 22, at eleven, at offices of Sols. Adleshaw and Warburton, Manchester.

GOUDMAN, GEORGE, pawnbroker, Cardiff. Pet. Jan. 5. Jan. 22, at eleven, at offices of Sol. Davis, Cardiff.

GREENHILL, HENRY, corn merchant, Liverpool. Pet. Jan. 5. Jan. 24, at two, at offices of Gibson and Lloverd, 10, South John-st., Liverpool. Sols. Messrs. Gregory, Liverpool.

GOODWIN, JOHN, farmer, Ladderidge. Pet. Jan. 4. Jan. 22, at two, at office of Sol. Bedford, Leek.

GARNETT, ROBERT, cloth manufacturer, Morley, par. Batley. Pet. Jan. 5. Jan. 23, at two, at office of Sol. Scatcherd, Leeds.

HORNE, FREDERICK, out of business, Vauxhall-bridge-rd. Pet. Jan. 6. Jan. 24, at three, at the Guildhall tavern, Gresham-st. Sol. Duhola, King-st., Chesham.

HARTLAND, MINER HINTON, labourer, Cossey. Pet. Jan. 5. Jan. 23, at eleven, at office of Sol. Stokes, Dudley.

HODGETTS, CHARLES, coal dealer, Porthorpe. Pet. Jan. 4. Jan. 19, at three, at office of Sol. Tree, Worcester.

HENFELT, GERALD ALTHAM, captain in her Majesty's Royal Marine Light Infantry, Stonehouse. Pet. Jan. 4. Jan. 10, at twelve, at office of Sol. Phillips, Plymouth.

HARRIS, LEWIS, grocer, Newport. Pet. Jan. 3. Jan. 23, at one, at offices of Tribe, Clarke, and Co., accountants, 30, High-st., Newport. Sols. Williams and Co., Newport.

HIBBITT, WILLIAM ROBERT, confectioner, Northampton. Pet. Jan. 4. Jan. 25, at twelve, at offices of Sol. Ashdown, Northampton.

HITCHCOCK, GOLIATH, stonemason, Stapleford. Pet. Jan. 5. Jan. 23, at twelve, at offices of Sol. Whittingham, Nottingham.

HARRIS, CHARLES, furrier, Manchester. Pet. Jan. 5. Jan. 23, at three, at offices of Sols. Hinde, Milne, and Sudlow, Manchester.

HOWELL, EDWARD, penumbulator manufacturer, Leeds. Pet. Jan. 4. Jan. 19, at two, at offices of Sols. Simpson and Burrell, Leeds.

JOHNSON, WILLIAM, fife cutter, Moorfields, par. St. George. Pet. Jan. 4. Jan. 20, at twelve, at offices of Martin, accountant, All Saint's-court, Exchange, Bristol.

JENKINS, MARIA, widow, Torquay. Pet. Jan. 5. Jan. 30, at three, at the White Lion hotel, Bristol. Sols. Messrs. Carter, Torquay.

KIRBY, JAMES, commercial traveller, Manchester. Pet. Jan. 5. Jan. 22, at three, at office of Sol. Sampson, Manchester.

KENNEDY, WALTER, and SEWELL, THOMAS, ale and porter merchants, Heckmondwike, par. Birral. Pet. Dec. 29. Jan. 23, at three, at the New Inn, Bradford. Sol. Storey, Halifax.

LLOYD, ANDREW WALLACE, hotel proprietor, South Shields. Pet. Jan. 6. Jan. 24, at twelve, at the Royal hotel, South Shields.

MANN, Tinsley, Adamson, and Adamson, North Shields. Pet. Jan. 5. Jan. 23, at three, at office of Sol. Storey, Halifax.

MATTHEWS, ARTHUR, draper, Deptford. Pet. Jan. 5. Jan. 23, at three, at office of Godfrey, Gresham-bldgs, Basinghall-st. Sol. Watson, Gresham-bldgs, Basinghall-st.

MALONEY, WILLIAM, carman, Aldershot. Pet. Dec. 21. Jan. 10, at four, at offices of Sol. Ewe, Aldershot.

MAXTED, JOHN, mineral water manufacturer, Milton-next-Broomhead. Pet. Jan. 5. Jan. 22, at two, at offices of Sol. Pullen, Harp-lane, Great Tower-st.

MARCHBANK, RUSSELL, and MARCHBANK, MARSHALL, confectioners, Bradford. Pet. Jan. 1. Jan. 17, at eleven, at offices of Sol. Peel and Gauson, Bradford.

MCCOY, JOHN, draper, Keaton. Pet. Jan. 6. Jan. 23, at half-past twelve, at Britannia-chambs, Pelham-st., Nottingham. Sol. Thurman, Ilkerton.

MILNER, FREDERICK ALFRED, farmer, Giltrey. Pet. Jan. 5. Jan. 24, at half-past two, at the King's Head hotel, Newport. Sol. Rodgers, Aberystwyth.

MCCLEOD, JOHN SPRAGG, builder, Losells, near Birmingham. Pet. Jan. 4. Jan. 19, at three, at office of Sols. Wright and Kim Birmingham.

MAUNDER, ALEXANDER, out of business, West-coth. Pet. Jan. 4. Jan. 22, at twelve, at office of Sols. Wright and Kim Bristol.

MAKIN, JOSEPH EDWARD, stove manufacturer, Lane. Pet. Dec. 22. Jan. 19, at two, at offices of Sol. Hare, Lane.

MAINTON, JAMES, assistant to a cork butcher, Duff. Pet. Jan. 21. Jan. 21, at eleven, at offices of Sol. Brock, Bournemouth.

NICHOLLS, JAMES, chainmaker, Lower Great. Pet. Jan. 27. at eleven, at offices of Sol. Barrow, Warrington.

NICHOLS, ALFRED LATIMER, watchmaker, 4, St. John's-lane. Pet. Jan. 30, at eleven, at the Robin Hood Tavern, 24, St. John's-lane, Wren, Bell-yard, Temple Bar.

OLESEN, CHRISTIAN, ship chandler, West Hurst-rd. Pet. Jan. 5. Jan. 30, at three, at offices of Sol. Neil, West Hurst-rd.

ODDY, THOMAS, draper, New-rd., Commercial-rd., Lich. Pet. Jan. 4. Jan. 23, at three, at office of Sol. Lovett, King's Lane.

PERSON, ROBERT JAMES ALLEN, farmer, Enstone. Pet. Jan. 3. Jan. 22, at one, at the Wickham Chipping Norton. Sol. Hawkins, Oxford.

PRIGER, THOMAS, builder, Wrexham. Pet. Jan. 1. Jan. 22, at two, at offices of Sol. Cartwright, Chester. Pet. Jan. 1. Jan. 22, at two, at offices of Sol. Cartwright, Chester.

PHILLIPS, JOHN, joiner, Lincoln. Pet. Jan. 1. Jan. 22, at eleven, at offices of Sol. Williams, Lincoln.

PRIGER, HENRY WILSON, printer, Kingston-upon-Hull. Pet. Jan. 3. Jan. 19, at three, at offices of Picketts, Kingston-upon-Hull. Sols. Wadham and Frost, Kingston-upon-Hull.

PADGETT, JOHN, woolen manufacturer, Leeds. Pet. Jan. 5. Jan. 22, at two, at office of Sols. Burrell, Leeds.

PERRY, THOMAS, builder, Bournemouth. Pet. Jan. 4. Jan. 20, at two, at offices of Sols. Messrs. Lacey, Bournemouth.

PHILLIPS, EDWARD BUSTON, draper, King's (near) Jan. 23. Jan. 23, at twelve, at office of Sol. Simpson, Bournemouth.

PHILLIPS, EDWARD, tailor, Darlington. Pet. Dec. 31. Jan. 23, at half-past twelve, at the North-Eastern: bldg. 12, Robinson.

PLATT, THOMAS, tailor, Cefn Brychan, par. Rhydy. Pet. Jan. 4. Jan. 23, at eleven, at offices of Sol. Sherratt, Wrexham.

PRICE, EDWARD GILBERT, woolen manufacturer, Manchester. Pet. Jan. 3. Jan. 22, at half-past one, at office of Sols. and Messrs. Tredwell, Manchester.

RIMMER, THOMAS, grocer, Southport. Pet. Jan. 1. Jan. 23, at three, at office of Sol. Walton, Southport.

ROBINSON, JOSEPH, merchant, Manchester. Pet. Jan. 21. Jan. 23, at three, at offices of Sols. Adleshaw and Warburton, Manchester.

ROBINSON, CHARLES, wheelwright, Wakefield. Pet. Dec. 19. Jan. 19, at eleven, at office of Sol. Lake, Wakefield.

RUDKIN, CHARLES FARMER, refreshment contractor and Theatre, and Edith-rd., North End, F. Hall. Pet. Jan. 24. Jan. 24, at two, at offices of Sol. Pittman, Guildhall-chambs, London.

STONKELL, SAMUEL, out of business, Dunc. Pet. Jan. 4. Jan. 24, at four, at office of Sol. Jackson, Stroud.

STORRS, EDWARD HENRY, grocer, Skeith-rd. Pet. Jan. 4. Jan. 18, at three, at offices of S. L. Tacey, Skeith-rd.

STANDER, JOHN, jun., baker, Nettlebed. Pet. Jan. 4. Jan. 22, at two, at office of Sol. Dodd, Reading.

STEPHENS, GEORGE, innkeeper, Ruardean. Pet. Jan. 4. Jan. 22, at eleven, at offices of Innes, accountant, 14, St. John's-lane, Reading.

SAIT, WILLIAM GOODWIN, provision merchant, Lymington. Pet. Jan. 6. Jan. 23, at twelve, at office of Harcourt and Son, 34, North John-st., Liverpool. Sols. Pennington, and James, Liverpool.

SMITH, JOHN, jun., surveyor, Kingston-upon-Hull. Pet. Dec. 31. Jan. 19, at twelve, at offices of Sols. Walker and Smith, Kingston-upon-Hull.

SMITH, CHARLES, merchant, Phoenix Wharf, London. Pet. Jan. 3. Jan. 23, at three, at office of Sol. Batcher, Bournemouth.

SMITH, JOHN, watchmaker, Regent-rd. Pet. Jan. 4. Jan. 21, at one, at offices of Sols. Thomas, Guesate and City Chambers, Bishopsgate-st. Within.

STUMMER, JOSEPH EDWARD, fancy draper, Wrexham. Pet. Jan. 1. Jan. 23, at three, at offices of Berra, Wrexham.

THOMAS, JOHN, jun., surveyor, Kingston-upon-Hull. Pet. Dec. 31. Jan. 19, at twelve, at offices of Sols. Walker and Smith, Kingston-upon-Hull.

THOMPSON, JOHN, and THOMPSON, THOMAS, bakers, Ormsby. Pet. Jan. 3. Jan. 19, at eleven, at offices of Middlebrooke, accountant.

THOMAS, WILLIAM, builder, Southmoolton. Pet. Jan. 3. Jan. 24, at eleven, at offices of Sols. Messrs. Riccardi and Taylor, Mark James, grocer, Maidenhead. Pet. Jan. 1. Jan. 23, at eleven, at office of Sol. Britton, Maidenhead.

TOMLINSON, RICHARD, auctioneer, Bal-lane, Bournemouth. Pet. Jan. 1. Jan. 23, at three, at offices of Gunterberry, Bournemouth.

WEBBER, BERNARD JAMES, saw mill proprietor, South. Pet. Jan. 5. Jan. 23, at three, at the Tarn, near Abbot. Sol. Creed, Newton Abbot.

WOODWARD, JOHN EDWARD, silk winder, Nottingham. Pet. Jan. 3. Jan. 22, at four, at office of Sol. Cockayne, Nottingham.

WILD, MICHAEL, machine maker, Emley, near Leeds. Pet. Jan. 2. Jan. 18, at eleven, at office of Sols. Meller, Huddersfield.

WOOLLEN, PETER, wheelwright, West Ardsley. Pet. Jan. 23. Jan. 23, at two, at offices of Sols. Harrison, Smith, and Wakefield.

WALLER, JOHN HENRY, decorator, Lewisham. Pet. Jan. 23. Jan. 23, at two, at offices of Sols. Messrs. East, London.

WERN, WILLIAM, and WERN, SAMUEL, boot makers, London. Pet. Jan. 5. Jan. 30, at twelve, at the Guildhall, London.

WIDE, JAMES, cab proprietor, St. George's-st., London. Pet. Dec. 27. Jan. 17, at three, at offices of Brough, St. George's-st., London.

WYATT, HENRY, fishmonger, Bishop-rd., Baysme. Pet. Jan. 3. Jan. 22, at three, at the Guildhall Tavern, Gresham-st. Stroud, Cheltenham.

WIDMER, JOHN, out of employment, Bury-rd., Bury. Pet. Jan. 23. Jan. 23, at three, at offices of Sols. Toth, Basinghall-st.

## BIRTHS, MARRIAGES, AND DEATHS.

**BIRTHS.**

FORDHAM.—On the 16th inst., at 23, Phillimore-gardens, London, the wife of John Hampden Fordham, has had a son, E. L. G. Fordham, the wife of Wm. E. L. G. Fordham, and town clerk of Blackburn, Lancashire, of whom Pittcairn.—On the 7th inst., at Alport, the wife of Pittcairn, of Lincoln's-inn, barrister-at-law, of a son.

**MARRIAGES.**

BRIDGE—THOMAS.—On the 4th inst., at 21, Fec. Thomas Matthews Bridge, solicitor, of 21, Fec. within, to Ella Julia, daughter of Edmund Thomas of Essex.

REESE—AROCK.—On the 1st ult., at East Tegen, Josiah Reese, Esq., barrister-at-law, to Ella Reese, daughter of John Acock, Esq.

SLADE—BENSON.—On the 11th ult., at 30, South Ch. at Elms, Charles Arthur Slade, of Bishop's Cleeve, to the daughter of the late John Benson, of West, Wiltshire.

WATSON—LAWRENCE.—On the 2nd inst., at Alport, Newby Watson, of Darlington, solicitor, to Jane Watson, daughter of the late William Lawrence, of Alport.

**DEATHS.**

BENNETT.—On the 6th inst., at 33, Richmond-rd., aged 70, James Charles Bennett, Esq., residing at Friday-street, City.

BROOKHEAD.—On the 4th inst., at Broadbail, Mrs. Matilda, wife of Bernard P. Brookhead.

EDMONDS.—On the 27th ult., at 4, Hoe Park-rd., aged 81, John Edmonds, at 39.

GREY.—On the 1st inst., at 30, Hansa-place, aged 4, son of Joseph Leech, Esq., solicitor, of Moorfields, at 10, of the yard.

WRIGHT.—On the 4th inst., at Hollis Hay, Newington, Peter Wright, Esq., clerk of the peace for Liverpool.

## To Readers and Correspondents.

Communications are invariably rejected.

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by which means ridicule is cast upon the administration of justice. As it has been very justly remarked, such a state of things would not be tolerated in any other institution.

OUR article in last week's impression on the application of the Bills of Sale Act to fixtures, was penned prior to the decision of Sir J. BACON, C.J., on the 18th ult., in *Re Eslick, ex parte Alexander* (reported in our journal of the 30th ult., at p. 158), where, on appeal, the judgment of Mr. FALCONER, at Aberdare, to which in that article, and also in the LAW TIMES of the 11th Nov., we directed the attention of our readers, was reversed. The judgment of Sir J. BACON will be found fully to justify our opinion that the cases of *Hawtrev v. Bullin*, *Begbie v. Fenwick*, and *Ex parte Dalglisch*, are sound law, and unaffected by the decision of the House of Lords in *Meux v. Jacobs*.

AN important point of practice has arisen out of the collision between the *Franconia* and *Strathclyde*. In the Common Pleas Division an action under Lord Campbell's Act was commenced against the owners of the *Franconia* by the representative of a person who was drowned on that occasion; and the court had to decide whether it would allow service of a writ of summons upon the defendants, who reside in Germany. It appears that the full sum of £8 per ton has been paid by the owners of the *Franconia* in respect of the loss of the *Strathclyde*; and that, bail having been taken to the extent of a further sum of £7 per ton to answer damages for personal injuries which may be given in any future action against the ship in which her liability in an action *in rem* to pay damages under Lord Campbell's Act may be established, she has been released. The court held that it has no jurisdiction under Order XI., r. 1, to direct service of a writ of summons abroad in a personal action where the act for which damages are sought arises out of the jurisdiction. This is a consequence of the judgment in the case of *Reg. v. Keyn*, which decided that the ordinary jurisdiction of the courts stops at low water mark. There is a certain statutory jurisdiction up to a distance of three miles from the coast, but it is in the Court of Admiralty, and in actions *in rem*. Damages, therefore, for loss of life must be sought in Germany, unless it should be decided that they may be given in the Admiralty Court in an action *in rem*.

THE recent decision of the Court of Appeal in *Murdock v. Warner*, will, it is anticipated, have a serious influence in distributing probate actions amongst the several Common Law Divisions of the High Court of Justice. The result of that decision in brief is that all jury causes in the Common Law Divisions, except Divorce and Matrimonial Causes, will in future be tried in their order by the sitting Judge, without regard to the division to which he belongs. Two consequences may be expected to follow from this. In the first place actions which have for some time past been confined to the Probate Court will be tried in other divisions of the High Court of Justice. Secondly, there will of necessity be a greater accumulation of work in the latter divisions. Whether the new practice will be altogether advantageous it is hard to say. Certainly there is every probability that it will be found to work well in the main, in spite of the fact that it must, like all changes, disturb the existing state of things. If any great inconvenience will be felt it will, we anticipate, be wholly felt in probate actions. At the same time we cannot say that we think much of the argument that the Bench and Bar, in a court devoted to certain special branches of law, are at all better qualified to decide upon that law, at least in its more difficult aspects, than lawyers of a wider range.

THE meaning of the term "right of appeal" in the 6th section of the County Court Act 1875, upon which we believe much controversy to have arisen, has now been laid down in the case of *Turner v. Great Western Railway Company*, decided on Wednesday last. Under the 13th section of the County Court Act of 1867, "an appeal shall be allowed in actions in which an appeal is not now allowed, if the Judge should think it reasonable and proper that such appeal should be allowed." By the 6th section of the County Court Act of 1875, in County Court actions in which any persons aggrieved has a right of appeal, "it shall be lawful for any person aggrieved by the ruling of the County Court Judge to appeal by motion to the court to which such appeal lies, instead of by special case." It was contended in *Turner v. Great Western Railway Company* that no "right" of appeal could be said to exist in a case where the appeal itself was purely in the discretion of the Judge. But the court (Justices MELLOR and LUSH) refused to give so narrow a construction to the Act of 1875, and held that where a Judge gives leave to appeal under the Act of 1867, the party has as much "right of appeal" under the 6th section of the Act of 1875 as if he had the right given to him immediately by statute. It is worth while to observe that the old appeal by special case, under 13 & 14 Vict. c. 61, ss. 14, 15, is still a subsisting procedure with that marked out by the Act of 1875. The sections of the Act 13 & 14 Vict. c. 61, which give the right of appeal by case (sects. 14, 15) are neither expressly nor impliedly repealed by it.

## The Law and the Lawyers.

Judges of a great country like England should be complain that the legal business is obstructed because insufficient court accommodation is a remarkable incident in our history. The Judges ought to be great influence, and capable of putting pressure upon ment through the LORD CHANCELLOR, so as to prevent recurrence of judicial complaints. They, however, refer to ventilate grievances of this nature in court, III.—No. 1764.



(See County Court Rules, Order XXI.) Those sections, however, apply only to causes of the amount to which jurisdiction is given by the Act 13 & 14 Vict. c. 61, that is, to causes of an amount between £20 and £50. The learned Judges were inclined to hold at one period of the argument that the "appeal by case" was repealed by implication; and it is no doubt a matter of some difficulty to elucidate the legal result of the half dozen Acts which govern the subject. The County Court Acts seem to stand in some need of consolidation.

Not long ago we gave our readers a short sketch of the history of the Divisional Court of Appeal. That court has now undergone another transformation, or rather has altogether ceased to exist as a separate court. The 45th section of the Judicature Act 1873, ordered that appeals from inferior courts should be transferred to Divisional Courts of the High Court of Justice. Last year a Judge was assigned by each Division of the High Court to determine such appeals. Thus the Divisional Court was formed. A rule, made in Dec. 1875, under which the Judges sit, was annulled in Dec. 1876. The Divisional Court of Appeal has therefore held its last sittings as a separate court. As things now stand the appeals may be heard by a Divisional Court of either the Queen's Bench, Common Pleas, or Exchequer. We do not know that any importance attaches to these changes, further than that they show the difficulty of putting an end to the period of transition and changes.

If animals impounded are not supplied with food and water according to the provisions of 12 & 13 Vict. c. 92 (the Cruelty to Animals Act 1849), it is not the keeper of the pound who is liable to the penalty of 20s. imposed by that section, but the party who delivered the animals to the keeper of the pound. So it was decided, on Wednesday last, by two judges of the Queen's Bench Division, in *Dargan v. Davies*, a case stated by two justices of the peace for the county of Pembroke, and we see no reason whatever to question the correctness of the decision. The particular justices who stated the case had dismissed the information against the pound keeper, but we understand that many justices in different parts of the country have taken a contrary view of the statute. It appears that three Acts have been passed bearing upon the question. First, under the Act 5 & 6 Will. 4, c. 59, s. 4, a penalty of 5s. was imposed upon the person impounding the animal and failing to provide him with food and water, and the cost of succouring the animal was allowed to be recovered from the party impounding. Secondly came the Act 12 & 13 Vict. c. 92, by the 4th section of which it is enacted that "every person who shall impound or confine, or cause to be impounded or confined," any animal in any pound, "shall provide a sufficient quantity of fit and wholesome food and water to such animal;" while, by the 6th section, any person may enter a pound in which an animal has been confined for twelve successive hours without food or water, for the purpose of succouring the animal, and may recover the cost from the owner. Thirdly, by 17 & 18 Vict. c. 60, the party impounding may recover the cost of food and water from the owner of the animal, and may also sell the animal within seven days in open market. This last Act was passed because it was doubtful whether the Act of 1849 "gives any remedy to the person impounding for the recovery of a compensation for the food and water supplied, although in the Act of 1849 full provisions for those purposes were contained."

The Judicature Act 1873, provides that the Court of Appeal when hearing any appeals in Ecclesiastical causes which may be referred to it shall be constituted of such Judges, and assisted by such Assessors, being Archbishops or Bishops of the Church of England, as Her MAJESTY by any general rules may think fit to direct. The new rules made in accordance with this section will come into operation on Tuesday next. The Assessors appointed will take their seats at the Judicial Committee. It is evident from the above section that a distinction is drawn between the office of Judge and that of Assessor. The Assessors who, unlike the ARCHBISHOP of CANTERBURY, the ARCHBISHOP of YORK, and the BISHOP of LONDON do not occupy the position *ex officio*, will sit apart. The attendance of the ARCHBISHOP of CANTERBURY, the BISHOPS of CHICHESTER, ST. DAVID'S, ELY, and ST. ASAPH, is provided for on the rota of the present year. The fourth rule relates to the number of Assessors and to the necessity of their presence on the Board in order that proceedings may be valid. "A summons to attend on the hearing of every ecclesiastical case about to be heard before the said Judicial Committee shall be issued to the five ecclesiastical Assessors for the time being, and no such case shall be heard before the said Judicial Committee unless there are at least three of such Assessors present at the hearing; provided that the Assessors present at the commencement of the hearing of any such case shall continue to be the assessors for that case until it shall be fully heard and disposed of, although their term of office, according to the rotation aforesaid, may in the meantime have expired; provided, also, that in the event of resignation, or absence, by reason of illness or any other reasonable cause, of any one of the Assessors

present at the commencement of the hearing, the hearing case may proceed so long as at least two Assessors are present. With respect to the rotation mentioned, it should be as the rules provide for the attendance of the ecclesiastical Assessors by rotation for the next three years. After that period of rotation will continue to be annual.

THE question raised in the Queen's Bench Division on this inst., in the case of *Rabbitt v. Cox* is interesting, though the but few people probably who will be affected by the decision Fishmongers' Company having bought some freehold land, beginning of the 17th century built a hospital upon the site, the company subsequently determined to lay out more money in the erection of dwellings for twelve persons, and bought a new piece of ground. In the following year they received a Royal Charter to found a hospital or almshouse. The warden and six brethren were accordingly incorporated as a hospital, and commenced erecting thirteen almshouses for poor persons. More almshouses were built last century. In 1848 the company bought the fee-simple of some other land, the land-tax of which was redeemed. In the following year the Court of Chancery made an order that the company might take down the almshouses already erected, and re-erect them on the land last purchased. This was done, and the former site was leased to the plaintiffs by the company for a term of seventy years from 1858. This land had formed the site of the old hospital, in respect of which the company had never been assessed to pay the land-tax. The plaintiffs assessed in 1860, but never paid the tax. In 1871 the defendants were made the agent of the Land Tax Commissioners, levied on the plaintiffs' goods for the arrears payable under the assessment. His present action. Here the liability of the defendant depends on a very simple question. The sites of hospitals are exempt from land tax; did the land thus leased come within the exemption? It seems a very natural answer to this question to say that the exemption from liability to pay should continue only so long as the site continued to be occupied by a hospital. This was the opinion of the court in interpreting the provisions of 4 W. & M. c. 1, and 38 Geo. 3, c. 5, applicable to the question.

DESIRABLE as it undoubtedly is to put an end to any system tends to protract trials which are practically undefensible case of *Frederici v. Van der Zee*, which came before the Court of Appeal on the 17th inst., shows that the conditions in upon the plaintiff by Order XIV., rule 1, are imperative that no application to apply to sign final judgment for was defence will be entertained if those conditions are not fulfilled 1st rule of Order XIV. provides that where the defendant on a writ of summons specially indorsed under Order III, the plaintiff may on affidavit verifying the cause of action swearing that in his belief there is no defence to the call on the defendant to show cause before the court or a Judge the plaintiff should not be at liberty to sign final judgment the amount so indorsed. In the above case the plaintiff a foreigner abroad. Hence an application was made to Justice LUSH, at chambers, to admit the affidavit of the plaintiff's solicitor in proceeding under the rule quoted. His Lordship acceded to the application, but his decision was set aside by a divisional court, whose decision has been affirmed by the Court of Appeal. Lord Chief Justice COCKBURN thought it was impossible to escape from the terms of the rule which requires an affidavit of the plaintiff's own belief. Suppose, then, urged, the plaintiff is in New Zealand? "Then," replied Lordship, "the suitor cannot make the affidavit required was then urged that an agent might make such an affidavit on behalf of the plaintiff. His Lordship expressed his opinion to effect that, even conceding this—though he would be disposed to admit that anyone but the party himself can make an affidavit on his own belief—the affidavit offered in the present case was not an affidavit of a cause of action. This view was adopted by other Judges. This case can scarcely be said to be an authority upon the question raised on behalf of the plaintiff, inasmuch as the affidavit, even if made by the plaintiff, would have been insufficient.

WITHIN the last month two important decisions have arrived at by the Courts upon the subject of pleading. The effect is at first sight contradictory, and they appear to be that the rights of a plaintiff and of a defendant are extensive. In the case of *Hall v. Eve*, the Court of Appeal sitting at Lincoln's Inn, was asked to confirm an order made out a replication, on the ground that it was irregular and erroneous in point of form, whereas the proper course would have been to amend the claim. The court refused to do so, and the pleadings were in effect as follows: The plaintiff asked for a declaration of performance; the defendant opposed it because the contract alleged by the plaintiff had amounted to a forfeiture; and the proposed defence was that the plaintiff had set up a leave and licence. The judgment of the Court of Appeal was based upon technical grounds. The rules, then,



decided, did not prevent the plaintiff from drawing his lines in his own way. He had the right under their provisions to state facts in his reply; and was not under any obligation to anticipate by his statement of claim a matter which was the act of defence, and the ground of refusal to order the reply to be struck out was the want of such a reason as would justify the interference of the court necessary in the interests of justice.

In effect, the plaintiff in this case merely omitted to state in his claim a fact to his own advantage, which was exactly counteracted by another fact to his disadvantage, also unnoticed by the court.

So far as his pleadings were concerned the omission was merely of two facts, which might be called positive and negative. When the one was raised against him by the defendant, it was only reasonable not to object to allow him to set up the other. There is more difficulty in explaining the case of *Norris v. Beazley*, which was heard at the end of last week by the Divisional Court in Common Pleas. There the plaintiff brought an action against the defendant as acceptor of a bill of exchange: the defence was that the plaintiff was only a trustee for a company; and in that character he had made a counter-claim charging a fraudulent misrepresentation, in effect a failure of consideration for the bill, and claiming damages for the fraud. The plaintiff replied that the defendant's agent knew all the facts and joined issue; the defendant asked leave to rejoin that the agent on whom he relied for information conspired with the plaintiff to deceive him. Leave was given by the Master, but this rejoinder was rescinded on appeal. The rules give no right of rejoiner without first obtaining the leave of the court. It was held that the question of fraud might have been raised in evidence upon the pleadings as they stood, in spite of Order XIX., r. 18, which requires fraud to be specially alleged. A special allegation was necessary in the statement of defence because it had to be amended. The court saw no reason for its interference in the interests of justice. It was argued for the defendant, in analogy to the case of *Hall v. Eve*, that the counter-claim was merely a statement of claim in a cross action by the defendant; that unless leave to rejoin were given, a plaintiff and defendant would have unequal rights; that the question of rejoiner was raised by the plaintiff in his reply, which step stood in conformity with the counter claim in the place of a statement of defence; and that, according to the tenour, if not in the words of Order XIX., r. 18, it was necessary to repudiate the agency. The court, however, as before mentioned, held that it had the power to exercise its discretion; and, in the case before it, would exercise that discretion by leaving matters where the rules of procedure left them. Pleadings are required, so said their Lordships, to be as short as possible, and they must not state matters in dispute as evidence. They seemed to see in a rejoinder a breach of these principles. It is to be hoped that the decision in the case of *Norris v. Beazley* will be reviewed by a higher tribunal. It is important that the rights of plaintiff and defendant should be equal; and that, as in *Hall v. Eve*, the plaintiff should be justified in not pleading a forfeiture which had been pleaded, so the defendant in *Norris v. Beazley* may be permitted to plead an agency which determined itself by the fraudulent conduct of the agent.

The reform has attracted so much public attention of late that a suggestion made with the object of amending the law, whether by changes to substantive law or to procedure and practice, will be sure to receive a fair amount of consideration. At the recent meeting of the Law Amendment Society Mr. Serjeant Cox read a paper "On Reform in the Procedure of Magistrates' Courts." The reform indicated by the learned Serjeant as desirable was such as would render the procedure in those courts as simple and intelligible as possible. Briefly stated, the arguments advanced and suggestions made may be summarised in the following terms: although the County Court procedure had been simplified with advantage, the customs were allowed to prevail in magistrates' courts, in spite of the fact that a far greater proportion of the suitors in the County courts appeared in person without professional assistance. Then, should the change be initiated? Let the Magistrates' Courts be assimilated as far as possible to the County Court. Thus the County Court may be a short plain upon which, as a general rule, the Magistrate's clerk should be required to issue the summons under the seal of the court on payment of a nominal fee for the summons, and a mileage charge for service, unless the complainant undertook to serve it personally. The plaintiff should state the charge shortly, but with sufficient exactness to enable the defendant to know its nature. This change, it is said, and we think truly, would at once sweep away hundreds of printed forms which magistrates' clerks now find it necessary to keep. Brevity, and simplicity, should be the aim in all documents used by the court, as to the hearing: The court should have power to consolidate complaints at its discretion; and the Evidence Act should apply to non-indictable offences. Brevity should be the aim in actions likewise. Then there follows the important suggestion that all magistrates should have a general power to adjourn proceedings, as well as to direct an indictment for any offence. With respect to the designation of those courts,

it is suggested that they should have some definite title, such as the Justices' Court at Blank, or the like. As to officials, each court should have its own, the clerk being paid by salary, not by fees. The fees, costs, and fines should form a common fund, out of which all the expenses of the court should be paid, the yearly balance, if any, being paid over to the Treasury. Then followed some remarks upon the improvement of the system of penalties. The HOME SECRETARY has already objected to a too frequent resort to imprisonment; but, as the learned Serjeant pointed out, he had suggested no plan by which the same ends might be obtained by other means. The improvements suggested by Serjeant Cox are that the magistrates should be enabled to order payment by instalments; that sureties might be allowed to be taken for payment of penalties, and, in some cases, for good behaviour, in lieu of imprisonment, upon the understanding that in case of forfeiture the term of imprisonment should be doubled. With respect to the admission of prisoners to bail the learned Serjeant's experience enabled him to say that the practice might be considerably extended with safety. During the twelve years he had presided at the Middlesex Sessions, upwards of 20,000 prisoners had been tried, and of these at least one-tenth had been admitted on bail. During the whole of that term he could not recall half a dozen instances of escape by the accused. Strange to say, in all those cases the accused were of the better class. The paper, it will be seen, covers a wide range of questions, which cannot be at all discussed within the limits of a notice like the present. We may, however, safely say that the paper, broadly speaking, shadows forth what is beyond dispute the characteristic tendency of legal reform, namely, the tendency to simplicity and uniformity.

THE application made in the Exchequer Division, on the 16th inst., in the case of the *Honduras Inter-Oceanic Railway v. Lefevre and Tucker*, is rather a good illustration of the working of Order XVI., rule 3, of the Rules of Court 1875. That rule, it will be recollected, provides generally that all persons may be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative. And judgment may be given against such one or more of the defendants as may be found liable, according to their respective liabilities, without any amendment. In the case alluded to an action was brought by the plaintiff company against the defendant Lefevre for specific performance of an agreement, and to recover damages for a breach of an agreement to take £80,000 of debentures for the company. The other defendant is a solicitor. The claims against him arose out of the same transaction, the action being for misrepresentation of authority. Clearly both claims could not be sustained, for if one defendant was the agent of the other, and contracted so as not to incur any personal liability, no action would lie against him; on the other hand, if the one defendant had not authorised the latter to enter into a contract on his behalf, he would not be liable as principal. Upon a previous *ex parte* application by the plaintiff, Barons BRAMWELL and AMPHLETT allowed the defendant TUCKER to be joined. The latter appealed from that decision. It was urged on behalf of the respondent that although the causes of action were not technically the same, yet the case was such as was contemplated by the Judicature Act. Besides in a case not yet reported (*Bingham v. Alexander*) the course adopted supported the respondent's application. There a broker whose authority had been disputed by his principal, was added by Mr. Justice BLACKBURN as defendant at the Liverpool Assizes. Apparently there had been a shuffling of responsibility. The jury found that the broker was authorised, and a verdict and judgment were entered against the one defendant and for the other. The rule in question was framed to put an end to the anomaly of one jury finding one verdict and another finding another in the same case, an anomaly which, as the LORD CHIEF BARON remarked, had existed from time immemorial. The appellant's contention was simply that, as the decision of Barons BRAMWELL and AMPHLETT was made upon an *ex parte* motion, he was not bound. The disadvantage of the permission to join being granted, would be that one defendant might be put into the box to prove the case against the other. This may, perhaps, be a disadvantage to the defendants, but on public grounds no disadvantage exists. The court refused the application to strike out the name of the solicitor. It seems to us that this is really the only decision to which the court could have arrived. The language of the rule is too clear to admit of serious doubt. All persons may be joined as defendants, against whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative. According to the strict letter of this rule, a mere allegation of even a right to relief in the alternative is sufficient to entitle a plaintiff to join a third person as defendant. It is impossible to see how the exercise of this power can work harm if the wide control possessed by the court over the question of costs is borne in mind. Of the utility of the rule nothing need be said. The existence of such an anomaly as that referred to by the LORD CHIEF BARON is itself good cause for the introduction of some provision calculated to maintain the credit of the jury system.

# AGENCY—LIABILITY OF AGENT TO THIRD PARTIES WHERE AN AGENT CONTRACTS IN HIS OWN NAME (a)

WHERE an agent enters into a contract in his own name, he is *prima facie* liable upon that contract, and the question arises whether parol evidence is admissible to relieve the agent of this *prima facie* liability. In entering into such a contract the following cases are possible, and, as will be seen, the liability of the agent will depend upon the class to which the circumstances of his case may be referred.

1. The agent may act in his own name, and on his own behalf, intending to do so.
2. He may contract in his own name, intending to act as agent, the fact of his agency being unknown to the other contracting party, or the fact of his agency may be known to the other party (L. Rep. 8 C. P. 481).
3. He may distinctly contract on behalf of another without disclosing his principal's name.
4. The fact of his agency may not only be known to the other party, but the latter may agree verbally not to treat the agent as the principal in the transaction.
5. Although the instrument signed is apparently a contract binding upon the agent, he may be able to show that it does not contain any real agreement: (*Pym v. Campbell*, 6 E. & B. 370; *Roger v. Hadley*, 2 H. & C. 227.)
6. The contract may be due to mistake or duress, or it may be illegal.

The first and last class of cases belong to the general law of contracts. As to the second class, it may be laid down generally that, wherever an agreement is made, parol evidence may be given to show that one or both of the contracting parties were agents for other persons, and acted as such agents in making the contract so as to give the benefit of the contract on the one hand to, and charge with liability on the other, the unnamed principals; and this whether the agreement be or be not required to be in writing by the Statute of Frauds. This evidence in no way contradicts the written agreement. It does not deny that it is binding on those whom, on the face of it, it purports to bind, but shows that it also binds another, by reason that the act of the agent, in signing the agreement in pursuance of his authority, is in law the act of the principal: (*Per cur.* in *Higgins v. Senior* (8 M. & H. 844). In other words, where an agent contracts in his own name, parol evidence is admissible to charge the principal, but not to discharge the agent, except in the cases to be noticed hereafter. First, then, with respect to those cases in which the agent has contracted in his own name, but sets out the fact of his agency:

*Norton v. Herron* (1 C. & P. 648), 1825, was an action for breach of the following agreement:—

"Memorandum of an agreement . . . between George Herron (the defendant) on behalf of Edward Barron of the one part, and J. Norton of the other . . . the said G. H. doth hereby agree to execute a lease . . . to hold from."

The tenant in possession refused to quit, and the plaintiff could not obtain the lease.

"It is said," remarked Chief Justice Best, "that as the defendant entered into the contract on behalf of Barron, therefore the action should be brought against Barron. The case of the deed (*Appleton v. Binks*, 5 East, 148) is stronger than this; but the last case cited (*Burrell v. Jones*, 3 B. & A. 47) was that of a simple contract. In that case it was held that the word solicitor was mere description, and I cannot distinguish between that case and the present; and I am of opinion that the agreement is binding on the defendant. The cases of brokers are different, because there the fact of agency is known to every one; but in this case the man, after describing himself as agent, goes on to contract in his own name."

The case of *Wilson v. Hart* (7 Taunt. 295), 1817, has caused some confusion by being referred to as one of the earliest cases illustrating the liability of agents. The decision in that case is one upon the liability of undisclosed principals only. The marginal note is quite misleading.

In *Jones v. Littledale* (6 Ad. & El. 486), decided in 1837, the question was definitely raised. This was an action for non-delivery of hemp. The defendant's brokers at Liverpool sold hemp by auction at their rooms, and gave the following invoice:

"— Jones.  
Bought of J. and H. Littledale.  
Sixty-four bales of hemp. . . .  
Settled, Nov. 26."

(Signed by defendant's clerk).

It was argued that parol evidence was admissible not only to charge a party not mentioned in the contract, but also to exonerate the seller named on proof of his agency. Such evidence was held not to be admissible to free the defendants from liability.

In a considered judgment of the court, it was observed by Lord Denman: "There is no doubt that evidence is admissible, on be-

half of one of the contracting parties, to show that the other was an agent only, though contracting in his own name, and to fix the real plaintiff; but it is clear that if the agent contracts in such a form as to make himself personally liable, he cannot afterwards, whether his principal was or was not known at the time of the contract, relieve himself of that responsibility. It was observed by the court in *Higgins v. Senior* (8 M. & N. 845) that the decision in this case was supported on the ground that the agent really intended to act as principal. *Jones v. Littledale* was commented upon in *Elliott v. Elliott* (5 H. & N. 117), in which case, however, the point was whether an invoice was in itself a contract or merely evidence of a contract. In the latter case the jury found that the invoice was not contained in the invoice; and the court held that a mere invoice is not itself a contract, so as to exclude evidence to the effect that the name stated as vendor is not a contracting party. "It is said," remarked Baron Alderson, "that it is difficult to distinguish this case from *Jones v. Littledale*; it may be so, but it seems to me a mistake pervades that judgment. It supposes that if there be a parol contract which does not comply with the Statute of Frauds, an invoice afterwards sent becomes a contract. Baron Channell distinguished the latter case, on the ground that the sale there was by broker, and by auction; there was evidence of custom at Liverpool to contract as principal in order to insure the money passing through their hands; also thought that the decision in that case might be supported on the ground (suggested by Mr. Justice Coleridge), that as the defendants, by their dealing, undertook to deliver."

In *Mages v. Atkinson* (2 M. & W. 440) 1837, evidence was given to exonerate an agent from personal liability was rejected. The defendants were sharebrokers, one of whom, T., sold shares to the plaintiff, through his broker, S., fifty South-Western Railway shares. An entry of this sale was made on the defendant's books as of a sale from them to S. A contract note to the same effect was sent to S. T. afterwards sold other shares to B., and a contract note to be sent to him as well as to S. Finding that there had already been sent to S., and in the defendant's name he inserted the entry in the book, inserting the name of J., his principal, fifty shares, as sellers, and directed another note to be sent to J. with J.'s name as seller. S. received the two notes; neither note was returned, nor did the defendants wish the first returned. Mr. Justice Patteson left it to the jury to say whether the second note was a correction of a mistake, or first, and told them that if the defendants signed the contract in their own names they were liable, although known to be acting as agents, but rejected evidence to show that it was the custom in Liverpool to send in broker's notes without disclosing the principal. Verdict was given for the plaintiff. A rule for a new trial was refused on the grounds of misdirection and rejection of evidence, was refused.

"The custom offered to be proved," said Baron Alderson, "is a custom to violate the common law of England." The court held that it was properly left to the jury to say whether the second note was a disclosure of the plaintiff's name at the time of the contract, or whether it was adopted as a variation of the contract.

*Higgins v. Senior* (8 M. & W. S. 34) 1841, was an action for non-delivery of iron. The defendants, iron merchants and commission agents, gave to the plaintiffs' agent a sold note in the following terms:—

"We have this day sold through you to Messrs. V. Higgins and J. Senior, JOHN SENIOR, WM. SENIOR."

Baron Rolfe, before whom the trial was heard, told the jury that if the above note was the contract the defendant was liable, whether he intended to act for himself or the company; the defendants were notoriously agents; but if they chose to contract in their own name they were responsible. The judge refused to admit evidence to prove that the contract entered into on behalf of a third party. The jury found for the plaintiffs.

A rule obtained for a nonsuit or a new trial was discharged on the ground that *Mages v. Atkinson* (2 M. & W. 440) was authority, and undistinguishable from this case.

## SERVICE OF WRITS OUT OF THE JURISDICTION

THE fusion of law and equity, and the provision of section 2 of the Judicature Act 1873, that where there is any variance between the rules of equity and the rules of the law, with reference to the same matter, the rules of equity prevail, are likely to mislead even a careful practitioner where there are no words which confine the comprehensive enactment to the doctrine or principles of equity, as distinguished from its practice. If to the consideration of the words of the section we add that of the important note at the head of the section, that where no other provision is made by the Act the present procedure and practice remain in force, it is in reason; for no provision may be made, and the two codes of practice may be inconsistent as to a given question. A recent case of the *Great Australian Gold Mining Co. v. Martin* is important in that it directs attention to this

as in that it settles the principles upon which leave to serve writ out of the jurisdiction will be granted, while it indicates though the rules of court may be ambiguous, the Chancery office is not necessarily to prevail over the common law, though former was the development of, or the actual rules of the City Courts.

The defendant in the *Great Australian Gold Mining Company v. Martin* is the Chief Justice of New South Wales. Fraud was ground upon which it was sought to make him amenable to jurisdiction of the English Court. On summons in chambers leave had been granted to serve the writ upon him in New South Wales. Vice-Chancellor Malins refused, after hearing counsel in court, to vary the order.

Rules to regulate service out of the jurisdiction are set out under XI. The third, which has not been expressly superseded, shows that the grounds of the motion must be proved; it is equally clear in showing that the proof need not be by writ. "Every application for leave to serve such writ or on a defendant out of the jurisdiction shall be supported by affidavit or otherwise, showing in what place or country such defendant is or probably may be found, and whether the defendant is British subject or not, and the grounds upon which such application is made." The words "by affidavit or otherwise" are conclusive. But on 26th June, 1876, additional rules were made, which, leaving rule 3 unnoticed, substitute a new rule for it. The substituted rule directs that in the cases mentioned limiting of service of the writ out of the jurisdiction an affidavit stating the particulars necessary for enabling the Judge to exercise his discretion should be produced. Now the cases mentioned do not include cases of fraud like that alleged, and of relief sought, against the defendant. In fact, we are compelled to see that the discussion in court showed that the rules, though now under and published by such high authority, are defective.

Lord Justice James held that the rule of the Common Law Procedure Act 1852, s. 18, that there must be an affidavit so far proving the merits as to satisfy the court that a cause of action arose within the jurisdiction must be followed. Baggallay, J.A. differed; he doubted whether sect. 18 of the Common Law Procedure Act required an affidavit on the question as distinct from a cause of action. Those of our readers who have practised in the Common Law Courts may remember how numerous and conflicting were the decisions as to "a cause," "the cause," and "the whole of the cause." His lordship thought that whatever was the proper construction of section 18, the Chancery practice as expounded in *McClellan v. Dawson* (4 D. & J. 157) was to be followed, and that an affidavit was not requisite. Bramwell, J.A. agreed with Lord Justice James. The court, however, as the question was one of considerable difficulty, gave leave to file the affidavit.

In *Young v. Brassey* Vice-Chancellor Hall had to consider a similar application, and he came to the same conclusion as the Court of Appeal that there ought to be an affidavit in support. After the still more recent decision of the *Great Australian Gold Mining Company v. Martin* we should not have called attention to it had it not retained its utility by showing his Lordship's decision as to the further practice arising on the service of the writ out of the jurisdiction. If any interrogatories are filed the order should also provide for their service. And if an injunction is applied for, and the affidavit goes sufficiently to the merits to entitle the plaintiffs thereto, leave at the same time may be obtained for issuing it and serving it with the writ commencing the action. The Vice-Chancellor considered that the deponent could be indicted for perjury upon an affidavit intitled in a now existing action, but thought it desirable that it should be intitled in the matter of the Judicature Acts as well as in the action.

## SOLICITORS' JOURNAL.

Readers will have noticed in our last issue report, taken from the *Carlisle Patriot*, of a meeting among those members of the Bar who attended the Carlisle Quarter Sessions on the 12th Jan. inst. As reported, this undisguised intimation on the part of gentlemen of the robe was because the "honorarium" paid on their briefs in the case of prisoners, was ordered by the Treasury to be £6d. instead of £24s. 6d. as formerly. As we have been expected, we have received several communications from country solicitors who practise at the sessions, and before Justices of the Peace, excepting to this action on the part of the Bar, and asking us to remind members of the Bar that a large number of solicitors consider that they ought to have a right of audience before the sessions of Borough and County Quarter Sessions. Very question was raised by an experienced solicitor (a solicitor) before the Portsmouth High Court of Quarter Sessions not long since, his same solicitor practises as an advocate at the sessions, and other Quarter Sessions. There are, however, a large number of solicitors who so practise in different parts of the country, especially in remote outlying districts, and, as one of our correspondents observes, Carlisle solicitors might be met with a fee of a guinea, inasmuch as they are saved travelling expenses such as which must necessarily be paid by counsel. Short and simple cases less difficult than many cases disposed of in County Courts, we think the Treasury are quite right in refusing to pay a fee than one guinea. The proper and the best course for the Bar to take is not to attend the sessions unless they are content with an "honorarium" as the Treasury choose.

*Globe*, in its issue of Tuesday last, very prominently, in a tone of adverse criticism, some thing though illegal, and, we are sorry to say, lays commonplace proceedings of self-styled agents, accountants, or debt collectors at Birmingham, which place, being a large centre of trade, is overrun with these people. It seems a tradesman claiming a sum of £16 from a debtor, employed two of these debt collectors, *Globe* calls them. One of them, on applying payment, threatened to issue process in County Court, while the other, although in a similar threat, offered, by way of an

alternative, a reference of the matter in dispute to an arbitrator. The *Globe* observes, "The two agents were unanimous in assuming the language and authority of legally-qualified practitioners and demanded the payment of their fees." "Unless £— and my fee, 4s. 6d., are paid to me at twelve o'clock to-morrow," wrote one, "I shall put the matter in the County Court." No solicitor would think of charging more than 3s. 6d. for such an application, looking at the amount of the debt. Yet to the uninitiated the application in question would certainly be regarded as emanating from a solicitor's office. The other "agent" wrote: "Unless I receive per return," whatever the words "per return" as here used may mean, "a communication accepting one of three names submitted to you as arbitrator in the dispute between my client (sic) and yourself, I shall commence proceedings for the amount claimed." Notwithstanding the threats used the defendant did not pay, and was successful when the case came before the Birmingham County Court. The *Birmingham Post*, in referring to this action, reports the learned judge as having said that "the presumption on the part of these men in writing in the way they did, and which they had no right to do, made ignorant people and timid persons alleged to be debtors believe that these debt collectors were in a position to do what they threatened, when they are merely debt collectors." The fact is, County Court judges are only beginning to find out the evils resulting from a bare recognition of the action and conduct of these County Court agents. Had their growth been nipped in the bud years ago they would not now abound as they do in all large towns. If the public like to employ debt collectors to apply for payment of debts we cannot complain, but we do complain that these collectors should be permitted by County Court judges to assume the functions of solicitor, by threatening to do what the Solicitors' Acts expressly forbid, instead of saying in their letters of application that in default of payment the matter will be placed in the hands of a solicitor.

It seems almost too good to be true, but it is reported that Baron Huddleston has gone out of his way to invite the Profession to offer suggestions for the improvement of the present mode of conducting the business of the Common Law Judges' Chambers. We really hope this is the case. So bad is the present system that probably any alteration will prove an improvement. The learned Baron will do well in the first instance to consult a Chancery judge who has had long ex-

perience of Chancery Chamber practice, and also take the opinion of one of the senior Chancery chief clerks. Useful information will also be found in abundance in the appendix to the fourth report of the Judicature Commissioners, and lastly, the suggestions of those who have had a long experience of the business at the chambers in Rolls-gardens will deserve serious attention.

THE governing body of the Stock Exchange has recently had under its consideration a somewhat remarkable case, in which a stockbroker complained that in selling certain foreign bonds to a dealer, the latter gave as the market price of such stock a figure lower by three-fourths of a pound per cent. than it in truth was at the time. It is reported that after investigation the Stock Exchange committee passed a vote of censure upon the dealer in connection with the matters complained of. It seems that one of the duties of a stockbroker is, upon a sale of stock, to go to the "board" and get the price of such bargain officially recorded thereon. And it was in this way that the alleged dishonest dealing is said to have been discovered. A case of this kind cannot fail to suggest to the minds of solicitors the importance of employing first-class brokers when dealing with the stocks and shares of clients, that is to say, not only brokers who are in every way entirely above suspicion, but men who will always take the trouble to check the correctness of the market price of stocks or shares sold, as alleged or offered by jobbers or dealers. At the very best, the mode of doing business on the Stock Exchange is loose and unsatisfactory in the eyes of most lawyers, but unless prices are recorded by brokers on the "board" it is positively unsafe.

THE columns of a lay contemporary have been opened lately for a discussion as to the safe keeping of muniments of title, and indeed of all and every kind of document, the loss or destruction of which would prove of serious consequences to those concerned. No doubt in the law and other public offices a fire of an extensive character would in all probability result in irreparable losses by the destruction of all kinds of documents therein deposited. And such losses would in general fall upon the most cautious and careful subjects of Her Majesty, people, that is, who surrender their deeds and documents of value into the custody of public officials for the purpose of their being more securely and safely kept. It has already been pointed out that an extensive fire at

the office of the Record and Writ Clerks would lead to the destruction of heaps of tin and wooden boxes containing deeds, &c., of very great value. It should be remembered, too, that in many cases that suitors and others are compelled to bring in their title deeds, &c., *volens volens*. But this same objection applies in a more modified form to all the law offices, and, indeed, Government offices, as well as the several judges' chambers. A correspondent writing to us upon this subject justly remarks that fireproof safes are now easily procurable, at a small cost as compared with the prices of thirty years ago. There is hardly a solicitor's office in the country in which a large practice is carried on, in which you can fail to notice one or more fireproof safes, used especially for the safe custody of clients' deeds and papers. Arrangements such as those adopted in the Registry of Wills at Somerset House should be adopted in all public offices, especially those law offices in which deeds and documents of value are kept. We hope in our next issue to give a detailed account of the fireproof system at the principal probate registry at Somerset House. It has often been a matter of surprise to us that such comparatively little use is made of the excellent fireproof arrangements at the Law Institution, which offer perfect security, and in which the convenience of solicitors is especially studied. The charges are most moderate.

In our issue of the 6th inst. we called attention to the absence of the taxing master from the common law offices during the whole of the last Christmas Vacation, and pointed out the serious consequences of the delay thus occasioned in many cases. The decision of the Common Pleas Division during the past week in the case of *Schroeder v. Cluff*, points to a rather distinct cause of complaint in connection with the absence of the taxing master during the vacations. It has been decided in this case that although 1 & 2 Vict. c. 110, s. 17, provided that interest shall run from the date of signing judgment, yet that the rules of the Supreme Court must now be read in conjunction with the statute, so that interest can now only be calculated and recovered from the date of the completion of the judgment by inserting the amount of the taxed costs therein. In the present case, the defendant, having obtained a verdict, signed a judgment for his costs. After this decision it is to be hoped that there will always be a master at the common law offices, at all events upon previous appointment taken, to tax costs.

It was not without some misgiving as to the propriety of it, that we published in our last issue (page 196) a letter signed "Charles Connor, A.S.A.E.," who addressed us from Liverpool upon the subject of "Agents practising as Advocates in County Courts." We did so on the ground that our correspondent might perhaps be entitled to some personal explanation by reason of the letter in our previous issue upon the same subject, signed "A Liverpool Solicitor." If anything were wanting to show that "A Liverpool Solicitor's" complaint was well founded, it is furnished in Mr. Connor's letter to us. The complete assurance with which the latter asserts, "I flatter myself that I am as well qualified as any solicitor for such a position," that is, to act as an advocate in a court of justice, as well as that he (Mr. Connor) "instructed Mr. Lowe," has naturally called forth some remonstrance from duly qualified County Court advocates, and we publish in another column a letter upon the subject. Mr. Connor tells us he is "a certificated accountant;" advocacy in County Courts is hardly, then, the direction in which he should look for employment and occupation, and we very much suspect that the learned judge would have positively declined to hear Mr. Connor had he known that the latter belongs to that class of accountants who flatter themselves, in the way stated by Mr. Connor in his letter to us. We hope that his letter, with all its self-assertion, will not escape the attention of the learned judge of the Liverpool court. We doubt whether the "Railway company's detective is a gentleman" whose knowledge of railway law is as great as Mr. Connor suggests, in fact as yet we have nothing but Mr. Connor's own assertion that he is at all capable of forming any kind of opinion as to whether the "detective," or anyone else, is well read in railway law or not. It is to be hoped that upon reflection our correspondent, who is an accountant, feels somewhat ashamed of the way in which he has ventured opinions about himself and others, which, to our mind, are not creditable, and which only found their way into our columns in connection with his application to be allowed to correct a statement of facts addressed to us by a "Liverpool Solicitor," the chief part of whose complaint remains unanswered. We hope another time that the judge will refuse to hear either the accountant or the detective. Mr. Connor is accountant or a bad accountant, in any way or the other, and therefore

to say; but his claims to some of the qualifications of a lawyer are simply preposterous, and must have occasioned some amusement to the solicitor, if not to a certain section of accountants in Liverpool.

## SPECIMEN DIGEST OF THE LAW AS TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 187.)

### ARTICLE 38.

#### SOLICITORS IN PARTNERSHIP.

In all matters within the range of the partnership business, each partner is the agent of the other, and each has accordingly authority to bind the others by his acts and representations in such matters.

See *Bourdillon v. Roche*, 27 L. J. 681, Ch.

*Harman v. Johnson*, 2 E. & B. 61.

*Plumer v. Gregory*, L. Rep. 18 Eq. 621.

A member of a firm has no implied authority to bind his partner by a note or bill in the name of the firm, though given for their debt.

*Hedley v. Bainbridge*, 3 Q.B. 318.

Nor has a member any authority to sign an undertaking in the name of the firm for the payment of the amount of the debt and costs to the plaintiff in an action, in order to procure the discharge of the defendant.

*Hasteham v. Young*, 13 L. J. 205, Q.B.

### ARTICLE 39.

#### ACT OF SOLICITOR—HOW FAR BINDING ON CLIENT.

Where a solicitor, acting in the ordinary course of practice exceeds the secret instructions of his client, the act of the solicitor, if within his apparent authority, will be binding upon the client so far as third parties are concerned, provided there is no collusion or fraud.

*La Touche v. Pashen*, 1 B. & C. 86.

#### Illustration.

A., the defendant, expressly forbids her attorney to refer the cause to arbitration. The attorney does refer the cause, contrary to her instructions, and the cause is referred, by order of Nisi Prius. The court will refuse to set the order of reference aside, though the application to do so be made before any step taken by the arbitrators, except the appointment of a meeting.

*Filmer v. Dalber*, 3 Taunt. 486.

Lord Mansfield said, "Here is an express agreement to refer properly entered into by counsel and attorney. It is now said that they had no authority to enter into that agreement. If so, the defendant's remedy is by action against her attorney. There would be no end to those applications if the court were to interfere. Such interferences would lead to collusion. When a party did not like the prospect of the reference he would say that he had never given his attorney authority to refer."

#### Note.

No agreement between any solicitors relating to any of their client's causes shall be capable of being enforced unless and until such agreement, or some note or memorial thereof be put into writing and subscribed by the party who is to be bound thereby, or his solicitor.

Cons. Ord. III., Rule 11.

### ARTICLE 40.

#### PRIVILEGES OF SOLICITORS.

A solicitor of the Supreme Court has the following privileges:

1. Exemption from filling any office where personal service is required: *c.g.*

1. As constables, *R. v. Routledge*, 2 Doug. 538.

2. Offices under Commissioners of Sewers, collectors of subsidies, watch and ward, and the like, *Ex parte Jeffries*, 6 Bing. 195; *Gerard's case*, 2 W. Bl. 1126.

3. Corporation offices, *Mayor of Norwich v. Barry*, 1 W. Bl. 636.

4. As jurymen, 6 Geo. 4, c. 50, s. 2.

5. As titheingmen, *Gerard's case* (sup.).

6. In the trained bands of London, *Keington's case*, Str. 1143.

#### Note.

It is immaterial whether the office is one that exists at common law or is created by special custom or even by Act of Parliament.

*Lush's Practice*, 1, 337; *Ch. Practice*, 1, 78.

An attorney, being copyholder of a manor in which there was a custom for the homage to choose one of the tenants to be the lord's reeve, was elected reeve, but the court granted him a writ of privilege.

*Stone's case*, 1 Vent. 16, 19.

No privilege exists in the following cases:

(1) Where the solicitor is ballotted for the militia:

*Gerard's case* (sup.).

#### Note.

The reason of this was that since 3 Geo. 3 c. 20, s. 42, allowed a commutation of service into a payment of £10, the service was no longer personal:

2 Str. 1143;

*Erindon's case* was decided on the 13 & 14 Car. 2, c. 3.

(2) Where he is arrested on final process nor under 1 & 2 Vict. c. 110:

*Flight v. Cook*, 1 D. & L. 714.

2. Where he obtained judgment in an action to which he was a party he was allowed, before the passing of the Judicature Acts, the same costs as if he had conducted the action as attorney for another person, and in ordinary cases will [probably] be still allowed them:

*Jervois v. Davies*, 4 Dowl. 784;

*Parsons v. Foy*, 2 Dowl. 181.

3. Where he acts as an advocate his privilege,

like that of counsel, will extend to any made by him reasonably relevant to the dispute:

*Mackay v. Ford*, 29 L. J. 404, Ex.

The consent of his client, disclose in any communication made by the client his professional capacity necessary for the matter or proceeding the solicitor employed:

#### Note.

The privilege being that of the client, the solicitor, who is liable to an action for disclosures, the whole subject may be more properly considered when the duties of their clients are considered.

### ARTICLE 41.

#### DURATION OF THE PRIVILEGE.

The privileges of a solicitor continue as he is a practising solicitor:

*Brooks v. Bryant*, 7 T. R. 25.

#### Note.

Hence if a solicitor has left off practice (*v. Baynard*, 2 Wils. 332), or is in prison (*Ex parte*, 4 B. & Ald. 88) his privileges are at an end. An omission to take out a certificate itself deprive him of these privileges.

*Nixon v. Hewitt*, 10 Moore, 270.

### ARTICLE 42.

#### RIGHT OF SOLICITORS TO ACT AS ADVOCATES.

No person has a right to act as an advocate without the leave of the Court, which necessarily have the power of regulating proceedings in all cases where they are already regulated by ancient usage. Superior Courts, by ancient usage, only who have been called to the bar are allowed to practise as advocates; but justices of the peace who are not bound by such usage, may, at their discretion whether they will allow what persons to act as advocates before them. The court will not interfere with a decision which appeared to have been soundly given, e.g., when the justices in quarter sessions that when a certain number of barristers they shall have exclusive audience.

*Per Parke, J. v. Collins v. Hicks*, 2 B. & C. 279.

*Ex parte Evans*, 9 Q. B. 279.

#### Note 1.

Solicitors of the High Court of Chancery, as well as solicitors of the Court of Bankruptcy, are allowed to practise in the latter court, or any Court of Bankruptcy, as well as to plead being required to employ counsel.

24 & 25 Vict. c. 131, s. 212.

"The business of an attorney," said Lord (in *May v. O'Neill*, 41 L. J. 600, Ch.) "is to transact every common law court in the kingdom. It is to practise in the Court of Bankruptcy is not business."

An attorney of any of the Superior Courts, being an attorney acting generally in an action or proceeding in a County Court, but not being an attorney retained as such by such first mentioned advocate, and any right of exclusive audience or privilege may address the court, subject to such directions as the judge may prescribe for the transaction of the business of the court: 15 & 16 Vict. c. 54, s. 10.

#### Note 2.

Solicitors and attorneys were allowed to practise in the Court of Probate by 20 & 21 Vict. c. 77, & in the Court of Divorce and Matrimonial Causes by 20 & 21 Vict. c. 15, s. 15 (if entitled to practise in the Superior Courts at Westminster) Court of Admiralty by 23 & 24 Vict. c. 64.

### ARTICLE 43.

#### DISABILITIES OF SOLICITORS.

The following disabilities exist in the solicitors:

1. He cannot be a justice of the peace for any town or county in which he practises.

No person shall be capable of becoming a justice of the peace for any county in Wales (not being a county of a city or a town) in which he shall practise and carry on such profession or business as an attorney, solicitor, or proctor; and when any person practises as such on such profession or business in any county being a county of itself, he shall be deemed on the same in the county within which and town or any part thereof is situated.

34 Vict. c. 18.

2. He may not act as solicitor while in gaol.

No attorney or solicitor who shall be in any gaol or prison shall or may, during his imprisonment, in his own name or in the name of an attorney or solicitor, sue out any writ or process or commence or prosecute or defend any action in any court, or matter in bankruptcy.

6 & 7 Vict. c. 73, s. 31.

#### Note.

The solicitor may commence an action in suit.

#### Illustration.

A solicitor in a Chancery suit was in debt. The court ordered him to deliver the bill to his client to a new solicitor, upon the bill taking to hold them subject to any claim he be upon them for costs.

*Re Williams*, 39 L. J. 603 Ch.

3. He cannot be a master, nor an agent or messenger to a master, of the Superior Courts: 7 Will. 4 & 1 Vict. c. 30, s. 15.



He cannot be bail in civil causes.

*Went v. Vautrin*, 2 Cowp. 828.

Note.

Although he may be bail in criminal cases, judges do not with disfavour upon such bail.

He cannot purchase the subject matter of suit in which he is engaged.

*Simpson v. Lumley*, 7 El. & Bl. 84.

He may not enter Holy Orders.

He may not enter an Inn of Court.

#### COURT OF APPEAL.

SITTINGS AT LINCOLN'S-INN.

Saturday, Jan. 13.

Before JAMES, L.J., and BAGGALLAY and BRAMWELL, JJ.A.)

EDOCK v. WARNER: WARNER v. MURDOCK.  
Trial by jury—How to be tried—Entries in London and Middlesex.

There was an appeal from a decision of the Master of the Rolls, and it raised the important question whether, when an action commenced in the Chancery Division of the High Court is to be tried by a jury, it is to be tried before the judge to whom the court it is attached with a jury, or whether it is to be set down in the general list of cases for trial by jury (in London or Middlesex the assizes, as the case may be) and to come on for trial in its turn before the judge who is then to be trying actions, i.e., as matters at present, a judge of one of the Common Divisions. This question has been very much discussed of late, but was not till to-day decided by the Court of Appeal, though Hall, V.C., time since, in a case of *Clarke v. Cookson* (N. Div. 740), held that such an action must take its place in the General List, and not be in the Chancery Division, and in the present case the Master of the Rolls followed that opinion.

First of the above actions was brought by the executors of a gentleman who had effected a policy of insurance upon his life in the United London Temperance and General Provident Association, to recover from that company the amount of the policy. The second action was brought by the trustees of the company to have the policy set aside on the ground that it had been obtained by means of misrepresentations. The two actions were consolidated, and the Master of the Rolls ordered that the consolidated actions should be tried before a special jury. Application was then made to him for an order that the case should be set down for trial before himself by jury. His Lordship, following the decision in *Clarke v. Cookson*, refused the application. The result of the company appealed.

By Q.C. and Kekewich, for the appellants, it was contended that the jurisdiction which the Court of Appeal formerly possessed under the Acts of 1850 and 1851, as Lord Cairns' Act and Sir John Rolfe's Act, gave it jurisdiction to try cases which had been tried by the Judge of the Chancery Division of the High Court. They also contended, upon the construction of the existing rules of court, that it was in fact the Judges of the Chancery Division who tried their own actions with the aid of a jury when necessary.

For the respondents, it was contended that the order of the Master of the Rolls could not be disturbed. It was really no question of jurisdiction. The jurisdiction of the Court of Chancery formerly possessed has now to be exercised by the Court. The question was merely one of procedure, and no one had any vested right in any particular kind of procedure. A suitor had no right now to require that his case should be tried by a Judge of the Chancery Division than he had to require that it should be tried by a particular Judge of the Court of Chancery, or that it should be transferred from one Judge to another. Under the present practice, all kinds of cases might be brought in the Chancery Division. When a case was ready for trial it was wholly immaterial by what officer of the Court it was entered for trial. Order XXXVI. said that when no place for trial was named in the statement of claim, the trial should, unless otherwise ordered, be in Middlesex. It was to his Lordship that exactly the same question was to be pursued in all the Divisions. If it was a London case it would be tried at the London sittings; if a Middlesex case, at the Middlesex sittings. All the actions for trial were to be set down in one general list, without regard to the division in which they were commenced, and each action would be tried by that Judge to whom the duty was allotted for actions upon the day on which it came its turn for trial. That appeared to his Lordship to be the plain construction of the Act of 1851, and he thought there was no difficulty whatever in carrying it out. He thought the difficulty in the argument lay in supposing that

the suitor in the Chancery Division had a right to have his case tried in a different mode from the cases of the sutors in the other divisions.

BAGGALLAY, L.J. was of the same opinion. He thought that the intention of the Legislature was that all actions which were to be tried by jury, and which were not to be tried at the assizes, should be set down in one list for trial in London or Middlesex. The provisions of sects. 29 and 30 of the Act of 1873 for trial by jury were perfectly general in their nature, and made no distinction between actions which arose in the Chancery Division, and actions which arose in other divisions. Up to these sections the Act contained no provisions for the separation of the High Court into divisions. That was done by sect. 31. Then sect. 37 provided that the sittings for trial by jury in London and Middlesex and at the assizes should be held before judges of the three Common Law Divisions, and there was power for Her Majesty to include in any Commission of Assize any judge of the Chancery Division to be appointed after the commencement of the Act. That section applied to all the trials by jury which had been previously provided for. This view of the Act was confirmed by the provisions of Order XXXVI. His Lordship referred to rules 1 and 8 of that Order, and especially to rule 18, which provides that "the lists of actions for trial at the sittings in London and Middlesex respectively shall be prepared and the actions shall be allotted for trial, without reference to the Division of the High Court to which such actions may be attached." That rule contained no distinction: it applied to the Chancery Division equally with the other divisions. His Lordship thought, therefore, upon the construction of the Act and the rules that the intention was that a trial by jury should be held before a judge of one of the common law divisions, from whatever division the action might come, and the inconvenience of a trial of a Chancery action before a judge of a common law division would be no greater than that of a trial of a Queen's Bench action before a judge of the Exchequer or Common Pleas Division. It was urged that the rules contained no provisions for the making of applications for new trials in actions attached to the Chancery Division, and that this showed that the other provisions were not intended to apply to actions in that division. But that was because the old practice of the Court of Chancery was intended to remain in that respect, the application for a new trial being made to the judge to whose court the action was attached, or to the Court of Appeal. His Lordship thought the view taken by the Master of the Rolls was not only consistent with the Act and the rules, but also that it would most promote the public convenience that all trials of actions should be heard in one place.

BRAMWELL, L.J., concurred. He wished to make two observations. It had been argued on behalf of the appellants that the provision of sect. 37, that trials by jury should be held before judges of the three Common Law Divisions showed that it was intended to apply only to actions commenced in those Divisions. If that were so, one could hardly see why there need have been a provision that the cases should be tried by judges of these Divisions only; the provision seemed to imply that they would have to try cases coming from the Chancery Division also. The other observation was this. The new Rule 4 of December 1876, provided that "where in any action in the Chancery Division, the action, or any question at issue in the action, is ordered to be tried before any commissioner or commissioners of assize, or at the London or Middlesex sittings of any Division other than the Chancery Division, the order directing such trial shall state on its face the reason for which it is expedient that the action, question, or issue should be so tried, and should not be tried in the Chancery Division." It did not follow that this rule assumed that there were to be jury sittings in the Chancery Division in London or Middlesex, for there were sittings of that Division for the trial of actions without juries. That rule did not apply to a case where no order was made for the trial of the action, but where it went, so to speak, of his own accord to be tried at the Middlesex sittings by reason of there being no local venue. The rule only applied when the action was ordered to be tried, as under Rules 6 and 29 of Order XXXVI. In those cases the judge was to state a reason for making the order. But that did not apply when the case went to be tried of its own accord.

#### QUEEN'S BENCH DIVISION.

Saturday, Jan. 13.

(Before MELLOR and LUSH, JJ.)

BUSINESS OF THE COURT—ARRANGEMENTS UNDER THE NEW ACT—SITTINGS OF SINGLE JUDGES.

THE court, as thus constituted, continued to hear motions, and then to take the applications for new trials which had stood over from last sittings

in cases tried before the 1st Dec. last, when the enactment in the Act of last session came into operation. That enactment provided that from that day every action and all business arising out of it shall, so far as is practicable and convenient, be heard and disposed of before a single judge, and that all proceedings subsequent to the trial and down to and including final judgment, shall, as far as practicable and convenient, be before the judge who tried the case. This enactment, of which the first part applied to proceedings before trial, and the latter part to proceedings upon trial, did not come into operation until the 1st Dec., and, therefore, as to cases tried then, the motions to be made, and the applications pending have still to be disposed of before Divisional Courts, constituted, however, of two judges only. As to the cases tried after the 1st Dec., the second part of the enactment came into operation, and the judges accordingly either directed judgment to be entered on the verdict being given or adjourned the cases for further consideration; and several of these cases tried before the judges at the Guildhall sittings, and adjourned for that purpose, are now pending. Some of these were tried before two judges of this court, Field and Manisty, JJ., and some before Lord Coleridge and one or two other judges; and Lord Coleridge and Field, J. intimated that arrangements would be made at the next—that is the present—sittings for the hearing of these cases. These arrangements could hardly be made until after the first four or five days of the sittings, within which the motions for new trials are to be made which require to be made before Divisional Courts; and with three Divisional Courts, each constituted of two judges, and six courts of Nisi Prius, twelve judges would be occupied, while one, at least, would be required at Chambers, and one—that is, one of the chiefs—is sitting in the Court of Appeal. To-day important announcements were made upon the subject.

The learned judges announced at the sitting of the court that, in consequence of the inability to find any court at all possible for the discharge of business other than the courts hitherto in use by this Division, they found to their regret that it would be utterly impossible to comply with the spirit of the new Act, that one judge only should sit to hear the special paper on Tuesday next, except where two judges are desired by the parties, and, at the same time, to find occupation for all the judges. Their lordships therefore thought that, in these unfortunate circumstances the only arrangement open to them until accommodation is provided is that two judges should sit in Banco instead of one only. Their lordships also announced that, Mr. Justice Field having arranged to hear questions reserved for argument before him on Friday next, the course of Nisi Prius would not be thereby interrupted, but another judge would proceed with Nisi Prius during the time Mr. Justice Field would be so engaged. This announcement having been made, the court proceeded to take motions in cases pending.

#### NIGER MERCHANTS COMPANY (LIMITED) v. NORRIS.

Pleading—Counter claim—Payment into Court.

THIS case raised a question under the new procedure. The action was by the company against a ship and insurance broker to recover a policy of insurance for the sum of £1000, effected by him for them. He pleaded in denial of the claim and also set up a counter claim of a lien on the policy for £570, alleged to be due from the company to him on his general balance as ship and insurance broker, and "also large balances in other respects." The plaintiffs finding, as they said, a difficulty in distinguishing what items of the counter claim were set up as involving a lien on the policy, applied at Chambers for an order on the defendant to specify the items of his claim on which he relied as supporting a lien; but the Master before whom the summons came dismissed it with costs. Thereupon they paid £135 into Court generally on the general balance claimed. Then the defendant, in his turn, applied to a judge at chambers for an order on the plaintiffs to amend their pleading to the counter claim by specifying the items on which they paid the money into Court, but the learned judge dismissed the summons. The defendant now appealed to this court for such an order.

W. A. Lewis, on the part of the defendant, urged in support of his application that it was impossible for him to know on what parts of his counter claim the lien was admitted.

Cruick, on the part of the plaintiff, urged that they could not tell from the defendant's counter claim on what items the lien was set up, so that the fault was in the pleading of the defendant, and, after some discussion,

THE COURT were of that opinion, observing that the object of the new system was that there should be no concealment on either side, nothing to cause needless obscurity or difficulty. There was no

doubt as to the lien of an insurance broker for moneys paid by him, and, therefore, the counter-claim should distinguish on what items of the claim moneys were so paid so as to raise such a lien, and then the plaintiffs could have no difficulty in paying into court on specific items.

#### COMMON PLEAS DIVISION.

Thursday, Jan. 11, 1877.

DAY V. STANFORD.

*Taxation of costs—Application to review for breach of faith—Additional rules 30, 32.*  
On an application to review a taxation of costs which had not been objected to on ground of breach of faith:

*Held, that the Master's allocatur was final.*

THIS was an appeal by the defendant from a decision of Denman, J. at chambers refusing to order a review of taxation of costs which was made *ex parte*, and was alleged to have been obtained through a breach of faith.

Cook, for the defendant, asked for a general review of taxation on the ground that the Master exercised no discretion, but simply adopted the bill presented by the plaintiff; there being thus no real taxation. A day had been fixed for taxation, and the parties afterwards agreed to defer it to another day. On the latter day one of the parties was absent and the other procured an excessive bill.

Dodd, for the plaintiff.—The Master's allocatur is final and conclusive as to all matters not objected to.

The COURT (Grove and Denman, JJ.).—This is a subject of review, and not of appeal. The proper course, by Additional Rule 30, was to have gone before the Master, alleging that the allocatur was improperly obtained. That course has not been taken. Additional Rule 32 makes the Master's allocatur final.

*Appeal dismissed with costs.*

Solicitor for the plaintiff, Sampson.  
Solicitor for the defendant, Sykes.

Saturday, Jan. 13 1877.

HARRIS V. THE FRANCONIA (OWNERS OF).

*Writ of summons—Application for leave to serve abroad—Action under Lord Campbell's Act—Order XI., rule 1.*

THIS was a motion to set aside an order for service of a writ of summons out of the jurisdiction under Order XI., rule 1. The action was for damages under Lord Campbell's Act. The defendants were a foreign corporation; and the life in question was lost in consequence of a collision at sea of the ships *Strathclyde* and *Franconia*, two miles and a half from Dover.

Benjamin, Q.C. for the defendants.—The question here is whether the court is bound by the decision in the case of *Reg. v. Keyn*. The action is a personal one, and the cause of it arose without the jurisdiction, which, it is admitted on all sides at common law only extends to low water mark. If any jurisdiction extends to the three mile radius, it must be that of the Court of Admiralty, and the creature of a statute. The Merchant Shipping Act 1854, sect. 527, is the only instance of jurisdiction being given to an English court to take cognizance of injuries sustained beyond the realm. That section empowers a judge of a court of record, or of the Court of Admiralty, to arrest a foreign ship which has caused an injury to any property belonging to a British subject in any part of the world, if at any time thereafter such ship is found within three miles of the British coast, and to order its detention until the owner has made satisfaction. This section gives no power to try a personal action against a foreign owner, the remedy given being only in *rem.*; besides, it only concerns injuries done to property, and not loss of life. As to the circumstances of this case: The ship was seized, a collision suit instituted, and the full sum of £8 per ton paid by way of damages. The ship was subsequently released upon bail being given to the extent of a further sum of £7 per ton to answer damages for personal injuries which may be given in any future action against the vessel. *Scott v. Royal Wax Candle Company* (L. Rep. 1, Q. B. D. 404) shows that a foreign corporation may be served abroad the same as an individual.

Cohen Q.C., on the same side.—Under Order XI., rule 1, power is given to serve a writ of summons out of the jurisdiction where "any act or thing . . . for which damages are sought to be recovered was . . . done . . . within the jurisdiction." That rule does not cover the present case. If the Legislature wished to give the court jurisdiction in cases like the present, it might do so without any violation of international law; but it has not done so. The argument that the jurisdiction of the Court of Admiralty is an amalgamation of all the courts, every division of the High Court, saying that the rules of procedure

the High Court authority to act in cases where the Court of Admiralty had no jurisdiction.

Dr. Phillimore and Stubbs were also engaged in the same interest.

Clarkson (Butt, Q.C. and Webster with him) for the plaintiff.—The wrong complained of was done within the jurisdiction of the Queen of England, and I am thus enabled to rely upon the decision of some of the learned judges in the case of *Reg. v. Keyn*. I do not rely upon the 527th section of the Merchant Shipping Act 1854, because the authority of the Legislature to pass that section was the territorial jurisdiction of Her Majesty.

COLERIDGE, C.J.—This is a motion to set aside an order for service of a writ of summons abroad. I am of opinion that the order should be set aside. It is quite plain that the judgment of the full court in the *Franconia* case is binding upon all the courts. The ratio decidendi is that for all purposes, where an extension is not expressly made by Act of Parliament, England stops at low water mark; and, therefore, the jurisdiction of the Queen and her courts stops there also. The cause of action in this case, therefore, arose beyond the jurisdiction of the Queen; and I do not think that Order XI., rule 1, enables us to order service to be made there. As to the section of the Merchant Shipping Act which has been quoted, it has no application to this case. It only gives a specific remedy under special circumstances, and the circumstances which occurred are not such circumstances.

GROVE, J.—I think we are bound by the opinion of the majority of the judges in the *Franconia* case, unless it can be shown that the section of the Act alluded to, or Order XI. rule 1, enacts something to the contrary. The present case is not an action in respect of damage to property to which the section is limited, and we cannot extend a statutory remedy in the manner required of us. Order XI. rule 1, does not extend the jurisdiction, but leaves it where it stood at common law, whose jurisdiction the High Court succeeds.

DENMAN, J.—I referred this case into court because I considered it important, and that it was not right to dispose of such a question at chambers as whether the decisions of the Court of Criminal Appeal apply to cases of injury by loss of life. Mr. Clarkson failed to point out any reason which absolves us from following *Reg. v. Keyn*, whilst the Order XI. rule 1, it is clear, only gives the court jurisdiction when the "act or thing . . . for which damages are sought to be recovered was . . . done . . . within the jurisdiction." The case of *Reg. v. Keyn* decides that for all purposes, except those excluded by statute, or within the jurisdiction of the Court of Admiralty, the jurisdiction of the court ceases at low water mark. We have no jurisdiction, therefore, to give leave to serve the writ.

*Application dismissed with costs.*

Solicitors for the plaintiff, Gellatly, Son, and Warton.

Solicitors for the defendants, Stokes, Saunders, and Stokes.

#### LORD MAYOR'S COURT.

(Before W. BRANDON, Esq., Assistant Judge.)

TYWYFORD V. SEEAR (BUFFEN, GARNISHEE).

*Accountant's charges.*

THE plaintiff in this action, a member of the firm of Messrs. Brettell and Co., sought to attach a sum of £101 7s. 11d., in the hands of the garnishee.

Bucknell appeared for the plaintiff.

Kemp for the garnishee.

Bucknell stated that the garnishee, Mr. Buffen, accountant, acted professionally in winding-up the estate of Mr. Seear, and in that capacity disposed of the lease and fixtures of his shop in the Kingsland-road in September last. The plaintiff's firm were creditors of the defendants for a larger amount than all the other creditors together. At the date of the attachment the garnishee had paid away on behalf the debtor a sum of £261 2s. 1d., out of the proceeds of the lease, but there remained the sum now claimed in his hands. He refused to part with this unless his charges, amounting to £35 12s. 8d. were paid, so that the real point in dispute was the amount of these charges, which were considered by plaintiff to be excessive.

Mr. Buffen, in cross-examination, said that he had much trouble in negotiating the sale of the business, which could not be disposed of till he took it in hand, and thus created what estate there was for the creditors. He had charged at the rate of two guineas per day of eight hours for himself, that being the charge recognised by the Bankruptcy Court. He had charged a guinea and a half per day for a first clerk; but he admitted that might be considered an overcharge, as it was usual to charge only a guinea. A second clerk he had charged at a guinea per day. The third clerk mentioned in the accounts was his errand boy, charged at half a guinea a day. His wages were about 8s. per week.

Kemp submitted that Mr. Buffen was entitled

to make a good profit out of the his clerks and others, as his rent and had to come out of the amount.

The jury returned a verdict for the plaintiff the sum of £86 7s., thus in effect reducing accountant's charges by £20.

#### APPOINTMENTS UNDER THE JOINT WINDING-UP ACTS.

ENGLISH CHANNEL STEAMSHIP COMPANY (LIMITED).—Petition for winding-up to be heard before V.C. H. at twelve o'clock, in the time appointed for adjudicating upon such claims.

KERMOOR FISHERIES AND RESERVOIRS COMPANY (LIMITED).—Petition for winding-up to be heard before V.C. H.

PROFIT UNION (LIMITED).—Petition for winding-up to be heard before V.C. H.

RUBY CONSOLIDATED MINING COMPANY (LIMITED).—Petition for winding-up to be heard before V.C. H.

#### CREDITORS UNDER ESTATES IN CHARGE. LAST DAY OF PROOF.

BARNES (Francis K.), Berkeley-square, Bristol Feb. 19; Edwd. M. Harwood, solicitor, Bristol V.C. M., at twelve o'clock.

DEANES (Henry), Thame, Oxford, veterinary surgeon 15; A. Crossfield, solicitor, 354, Hackney-road Feb. 27; V.C. H., at twelve o'clock.

HAWKINS (James), Wells, Somerset, barber Feb. 27; V.C. H., at twelve o'clock.

HOBBS (John), 18, West Block Peabody Essex-road, Islington, book and print seller dealer Feb. 7; N. Jourdain, solicitor, 4, La London Feb. 17; V.C. H., at twelve o'clock.

REEVES (Samuel), 8, Richmond-grove, Regent's Park, Middlesex, printer Feb. 1; J. B. solicitor, 37, Cheapside, London Feb. 5; V.C. H., at twelve o'clock.

ROWE (John), 134, Coldharbour-lane, Camberwell Feb. 1; W. Horsley, solicitor, 11, Ball and Man London Feb. 12; V.C. H., at twelve o'clock.

STRONG (Catherine E.), 18, Hyde-garden, East Sussex, widow Feb. 10; S. A. Ram, solicitor, Lion-square, London Feb. 15; V.C. M., at twelve o'clock.

UNLEY (Wm.), 7, Baynes-row, Coldharbour-lane, Middlesex, wine contractor Feb. 13; G. A. solicitor, 16, King-street, Cheapside, London Feb. 1; V.C. M., at twelve o'clock.

#### CREDITORS UNDER 23 & 25 VICT. C.A.

*Last Day of Claim, and to whom Particulars to be sent.*

AUTEN (Wm.), Stone Acre Farm, Otford, Kent Feb. 26; J. W. Menpes, solicitor, 4, King-street, London.

AWOOLD (John), late of Cuba House, Junction-road, way, gentleman, formerly of 27, Tottenham-road, tenham Court-road, Middlesex, timber merchant Feb. 14; J. T. Theobald, solicitor, 8, Furnival's-inn, London.

ABERDEIN (Wm. John), H.M.'s Royal Mint, 23, Chancery-lane, London March 1; Rhodes and Son, solicitors, 12, Finsbury-square, London.

ANDERSON (Sarah), 12, Fockett-terrace, Shackwell Kingsland, widow Feb. 20; G. Lucas, solicitor, 4, Ford's Inn, Fleet-street, London.

BLAND (James S.), Wootton Hall, Isleworth, Esq. Feb. 28; T. H. Devonshire, solicitor, 4, place, Old Jewry, London.

BARLOW (Henry C.), M.D., 11, Church-parsonage, Strand, Esq. March 20; Barnett and Co., solicitors, Lancaster-place, Strand, Middlesex.

BRANWELL (John), formerly of Aberdeen, but late of Westbourne-terrace, Paddington, Middlesex, Esq. 1; Murray, Hutchins, and Co., solicitors, 11, lane, London.

BUXTON (Geo.), Sheep-street, St. Sepulchre, Surrey Esq. March 25; Dennis and Faulkner, solicitors, 1, ampton.

BYFORD (Christopher), Whitwood Mera, York, Esq. March 21; Bradley and Bradley, solicitors, 1, Howard Horner, solicitor, Castledore.

BERRY (Richard B.), Torquay, Esq. Feb. 20; Tucker and solicitors, Ashburton, Devon.

BIRCH (Wm.), Hoo-green, near Knutsford, Cheshire victualler March 3; Addlesham and Warburton, Esq. 67, King-street, Manchester.

BACKHOUSE (Henry), Leeds, chemist and druggist 1; Simpson and Burrell, solicitors, 29, Albion Leeds.

BRENNER (Henry), Liverpool, solicitor, March 1; and Co., solicitors, 1, Imperial Chambers, 2, D Liverpool.

CLARK (Louisa S.), Holly Bank, Wanstead, Esq. March 3; Wm. and Ed. D. Thurgood, Solicitors, Walden, Essex.

COLCHESTER (Chas. C.), Champion-terrace, D Surrey, and the South Sea House, London Feb. 10; Young and Co., solicitors, 2, St. Mark's, London.

CLARK (Edwd.), Westop-super-Mare, Esq. M. deaux and Clarke, solicitors, 14, John-street, Croysdale (Henry), 34, Canonbury Park South and 14, Old Jewry-chambers, Old Jewry, London March 1; Travers and Co., solicitors, morton-street, London.

CLEMENT (Richard), West Peckham, Kent, Esq. 1; Geo. Henning, solicitor, Tonbridge.

CHARLES (Richard), Haughton P. per M. Northumberland, gentleman March 1; C. solicitor, 16, Milk-street, Cheapside, London.

DEYTON (Wm. Henry), Elm-jodge, Farnham, Esq. Feb. 17; James, Curtis, and sons, Elm-place, Lond. n. E.C.

DYSON (Allen), Paddock, near Huddersfield March 13; J. Bottomley, solicitor, 22, New dersfield.

DYER (Thos.), 2, Northampton-street, Epsom, Middlesex, cabinet manufacturer 1 court and Macarthur, solicitors, 13, Moorhouse.

GIBSON (Catherine), Ockbrook Derby, spin Freeth, Rawson, and Cartwright, solicitors Gibbons David, Newcourt, Temple, and 3 square, Pimlico, Middlesex, special pleader.

G. Thomas, solicitor, 22, Chancery-lane, London.

GARLAND (Francis), Marchington, Woodingdon, Stafford, farmer March 26; Edwd. J. Uttoxeter, Staffs.

HAMMOND (John B.), Midhurst, Sussex, Esq. Albery and Lucas, solicitors, Midhurst.

## COUNTY COURTS.

## SWINDON COUNTY COURT.

January, 1877.

(Before C. F. D. CAILLARD, Esq., Judge.)  
MOFFATT v. ADAMS.*Trover*—Right of owner of goods pledged by bailee to recover against pawnbroker—Pawnbroker's Act 1872.

Foote appeared for the plaintiff.

Henry Bevir appeared for the defendant.

A case of very considerable importance to owners of goods which have been wrongfully pawned, has been decided in this court, and the learned judge having had the case twice argued before him, and having taken time for consideration, has delivered the following carefully prepared and exhaustive judgment.

His HONOUR.—In this case a question of very considerable importance is raised between the owners of goods and chattels which have been wrongfully pawned, on the one hand, and pawnbrokers by whom such goods have been taken in pledge without notice of the wrong, on the other. The question arises under the Pawnbrokers' Act 1872, 35 & 36 Vict. c. 93. There is no dispute about the facts, which are as follows: The plaintiff, who represents a sewing machine company, let a sewing machine to one Frederick Ellis, under the terms of an agreement in writing, which was signed by him, and is in these words:

Memorandum of an agreement made the sixth day of June 1876, between James Moffatt, of Wine-street and Middle-street, Yeovil, hereinafter called the owner, of the one part, and Frederick Ellis, 18, Cromwell-street, Swindon, hereinafter called the hirer, of the other part: Witnesseth that the owner agrees to let, and the hirer agrees to hire, the Singer Medium Sewing Machine, No. 83390, mentioned on the back hereof, at the rental of 10s. per month, for the term of fifty-eight weeks, from the date hereof, on the conditions following, viz.:

1. The hirer agrees with the owner as follows:
  - A. To pay 5s. receiving the machine, and 2s. 6d. every Saturday of each of the weeks inclusive during the said term.
  - B. To keep the said machine in good order, fair wear excepted.
  - C. At all times to allow the said owner or his agents to inspect the machine.
  - D. Not to assign, underlet, or otherwise part with the said machine, or remove the same from the above-mentioned address, without in every case the previous consent in writing of the owners.
  - E. That if the hirer do not duly perform and observe this agreement, the owners may re-take possession, by force or otherwise, without prejudice to his right to recover arrears of rent and damages for breach of this agreement.
2. The owner agrees with the hirer as follows:
  - A. The hirer may terminate the hire by giving to the owner one week's notice, and at the end thereof delivering up the said machine to him.
  - B. The hirer may at any time purchase by a cash payment the said machine at the price mentioned on the back hereof, in which case credit shall be given for the full amount of rent paid.
3. The parties hereto expressly agree that the hirer shall in no case be entitled to any credit for the said rent or any part thereof, except on purchase of the said machine, under the provisions of paragraph B., clause 2, and that the said machine and accessories shall otherwise remain the property of the owner, subject to the provisions of this agreement only, and that until purchase the hirer shall be the bailee only of the said machine. As witness the hand of the hirer.

The machine was delivered to Ellis accordingly, and he, after paying the hire for some weeks, became a defaulter. He then pawned the machine to the defendant and absconded, and he cannot be found. It is admitted that the defendant acted with perfect good faith; that he is a pawnbroker, and that on application to him by the plaintiff's agent, the defendant refused to deliver up the machine. The pawn ticket is not forthcoming, and in the absence of evidence to the contrary is presumed to be in the hands of Ellis. Under these circumstances, the present action was brought, and at the hearing beyond the above admissions, it was agreed that the value of the machine should be taken at £5 19s., and the damages of detention at 1s. It is not in contest, and indeed it could not be, that, having regard to the terms of the agreement, the hirer was a bailee only of the machine, and that by pawning it he determined the bailment, so that (the Act of 1872 apart) the plaintiff, the bailor, could maintain trover for the machine: (*Cooper v. Wellomatt*, 14 L. J. 219, C. P.) The case was first argued somewhat briefly, but by arrangement it was at a subsequent court argued more fully and with greater care. For the plaintiff, it was argued by Mr. Foote, that he could proceed altogether independently of the Pawnbrokers' Act 1872, and assert his common law right, and to his paramount title against the defendant. Several cases were cited, which were *White v. Pettigrew*, 14 L. J. 99, Ex.; *Parker v. Gillies*, 11 Starlin, 471.

*Borough*, 42 L. J. 122, C. P. (same cause); 38 L. T. Rep. N.S. 115.) Mr. Bevir, for the defendant, argued that the present case is entirely governed by the Pawnbrokers' Act 1872, the provisions of which are not analogous to those of the old Act, which did not provide for the return of the goods to the owner, that the plaintiff has under the Act 1872 a full remedy before justices, and so cannot maintain this action, Sects. 25, 26, and 30 of this Act were particularly insisted upon, as ousting the plaintiff's common law right. In reply for plaintiff, Mr. Foote argued that this sect. 3 did not apply till conviction, and this, under the existing circumstances, would leave the plaintiff without a remedy; that sect. 25 raises only a presumption, which is here rebutted by the admitted facts; and that sect. 26 is limited in its application so far, as at all events, not to take away the plaintiff's *prima facie* rights in common law, which are anterior to those of the holder of the ticket; that sect. 29 of the Act of 1872 is also limited in its application, and that it is not open to the plaintiff, under the circumstances of the present case, to proceed summarily under the Act, so that if he could not sue at common law he would be without remedy; but that even if he had a remedy under the Act that would not deprive him of the other, and he might proceed by either course, at his option. Upon consideration, I am of opinion that, notwithstanding the apparently strong language of the 26th section of the Act 1872, which would *prima facie* lead one to suppose that, unless the pawn ticket is delivered to him, or "except as in this Act provided," a pawnbroker shall not be bound to deliver back a pledge, the plaintiff in the case before me is entitled to judgment. Section 25 enacts that the holder, for the time being, of a pawn ticket shall be presumed to be the person entitled to redeem the pledge; and, subject to the provisions of the Act, the pawnbroker shall accordingly (on payment of the loan and profit) deliver the pledge to the person producing the pawn ticket, and is indemnified by that section for so doing. The plaintiff is not the holder of the ticket, and I quite agree that it is a presumption only which is raised by that section, and which is rebutted by the facts here existing. He cannot proceed, therefore, under that section, nor can the pawn ticket be delivered to the pawnbroker, as indicated by the 26th section; but then the question is whether the plaintiff, who has not the ticket, must come in under the exception contained in that section or be remediless. The first exception having a bearing on this case is that under the 29th section, which enacts that "for protection of owners of articles pawned . . . any person claiming to be the owner of a pledge . . . may apply to the pawnbroker for a printed form" of declaration, which the pawnbroker shall deliver to him, and on delivering "back to the pawnbroker the declaration, with the formalities and within the time prescribed, the applicant is to have, as between him and the pawnbroker, all the same rights and remedies as if he produced the pawn ticket." This, in effect, puts the owner in the position of the holder of a ticket under sect. 25, and so compels him to pay to the pawnbroker "the loan and profit." But I think the 29th section gives the owner an option: he may proceed in that manner; he certainly is not, by force of that section alone, compelled either to lose the property or to pay the amount of the loan and profit. I think the 26th section, when pointing to that exception, should not be so construed as to work an injustice by making compulsory a provision which, in itself, is optional only, and, as I apprehend, is intended to give to owners a special protection and remedy, if they choose to adopt it, but not to take away any other which they may have. Taking next the 30th section, 1st and 2nd sub-sections of it are evidently inapplicable to a state of circumstances such as the present. Since Ellis, the hirer and pawnbroker, cannot be found, and since also the defendant being an innocent person, no criminal proceedings can be taken against him, nor need any be taken against Ellis by the plaintiff as a condition precedent to the maintaining of an action by him against the defendant: (*White v. Pettigrew*, 14 L. J. 99, Ex.) Sub-sect. 3 of sect. 30 points, I think, to the event of its incidentally appearing in any proceedings before a court of summary jurisdiction other than proceedings under the Act itself, "that any goods and chattels brought before the court have been unlawfully pawned with a pawnbroker." If so, then the court, on proof of the ownership of the goods and chattels, can order delivery of the goods to the owner, either without payment of the loan or any part thereof to the pawnbroker, "as to the court, according to the conduct" of the owner, and the other "circumstances of the case seems just and fitting." I think this construction of the 3rd sub-section of sect. 30 is borne not only by the context of the 1st and 2nd sub-sections but also by the 31st section. This enacts that, "If a pawnbroker without reasonable excuse (proof thereof shall lie on him) neglects or refuses to deliver a pledge to the person entitled to have delivery thereof under this Act, he shall be guilty of an offence against

this Act, and a court of summary jurisdiction may, if the court thinks fit, with or without imposing a penalty, order the delivery of the pledge on payment of the amount of the loan and profit." Obviously, proceedings under the 31st section are not in the contemplation of the 3rd sub-section, sect. 30, because under the 31st section must be payment of the loan and profit, whereas under the 3rd sub-section of sect. 30 it is at the discretion of the court to order whether it shall be any or not. The 31st section, in relation to the refusal of a pawnbroker to deliver a pledge "to the person entitled to have delivery thereof under this Act" points, in my opinion, to persons so entitled within the definitions of the 25th or the 29th sections. I think the meaning of the 26th section is that the pawnbroker shall not under this Act be bound to deliver a pledge, by means of any proceedings under the Act be compellable to deliver back a pledge to any person unless such person comes within sect. 25, and fulfils the condition of delivering a ticket under sect. 26, or comes within sect. 29, unless under the circumstances incidental to sect. 30. So that the Act leaves untouched such remedies as may exist independently of the Act itself. I have already said that I think not incumbent on the plaintiff to bring a case within the conditions of sect. 29 as claiming to be the owner of a pledge, and holding the pawn ticket. It would be indeed if he were thus bound to pay the loan and profit, whilst under the proceedings relating to sub-sect. 3 of sect. 30, which appear not depend upon himself, he might get back which is his own without any payment at all these reasons I am of opinion that the Act has not ousted the common law rights and remedies of the plaintiff, and that by means of which is paramount to that of the pawnbroker. Lord Ellenborough in *Pest v. Baxter*, which is successfully to maintain this action against a defendant.

Judgment for plaintiff. Costs awarded.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being free discussion on all professional topics, the Editors hold themselves responsible for any opinions or statements contained in it.

EXAMINATIONS FOR THE BAR.—DURHAM "CRIBBING."—Permit me through these columns to draw the attention of the Editors of Legal Education to the disgraceful and "cribbing" which took place at the examination for the Bar. I was present on the days during which the examination was held, viz., Jan. 1st, 2nd, and 3rd. The examination being somewhat closely engaged with the law, I was not in a position to observe the proceedings of my neighbours; on the second day, with leisure to look about, I found note books on both sides of me; on the last day, I handed in my paper, the common law was after eleven, I had, whilst awaiting my turn, a *viu voce*, an opportunity of seeing what was going on. One instance will suffice: A "man" at the same table as myself, not without constant reference to three bulky manuscript notes laid on the table and pocket handkerchief and blotting paper, for quite an hour a printed book which he held in his knees. This book was, I believe, a Manual of Common Law. Now, sir, it may be said against the necessity for an examination in law as a qualification for a call to the bar, it is manifest that an examination so easily evaded may fail to secure the acquisition of potent knowledge of the subjects by those who pass. The *viu voce* doubtless out a few of those who rely alone on "crib" but even that test fails when the same questions are asked before and after the examination is certainly sometimes the case. It will, I think, be asked how it is that such open resort to script and printed matter is not detected and think when I state that in the two men detailed for this purpose I recognised the student of the waiters at dinner in Lincoln and the man who puts on our gowns, the question is sufficiently answered. These are not men to act as censors at an examination candidates for the Bar. In conclusion, I say that it bodes ill for the continued reputation hitherto accorded to the Bar, so many students unblushingly resort to means of passing the examination. This really important aspect of the case.

AN EYE WIT.

LADY LAW STATIONERS.—Will you allow through your columns to advocate the cause upon the legal Profession of an institution which is far less widely known than its merits? The Association for the Employment of



aw Copying," now carrying on business at 12, Portugal-street, Lincoln's inn, was established some sixteen years since, with a view to a remunerative, and at the same time, occupation for ladies. Those who know many ladies there are who, nurtured in idleness, are suddenly, through no fault of their own, compelled to seek a livelihood, will appreciate the value of such an institution; but, apart from all this, I feel sure that any solicitor who sends work to 12, Portugal-street, will do so to the advantage of his business. The writing is equal to that sent out by the best law stationers; while as to the accuracy and punctuality they are far surpassed, while the prices are those usually paid. It is the earnest desire of the lady proprietress, Mrs. Lunter, to take larger premises, and to provide occupation for a larger number of ladies, and she can only do so if she obtains further assistance. Mrs. Lunter can, if requisite, furnish names to some of the most eminent conveyancing firms in this neighbourhood, who have long been her work, and who will testify to the skill which it has been performed.

LINCOLN'S-INN-FIELDS.

**THE LEGAL PROFESSION AND PRINTING.**—Remarks of Mr. Wordsworth on the subject of parliamentary printing, which you publish in issue of the 13th inst., serve to give point to action I propose to ask: Why should not the legal profession do its own printing? If it is remembered that the already large amount of printing required for Parliament, for public commissions, and for the courts, has been greatly increased during the past few years, and that the cost of this is distributed by solicitors, it will be what a fruitful field here is for the application of co-operative principles. There seems to be no reason why this work should not be done, the profits earned, by a company composed of members of the legal profession, the consequent advantages both to clients and solicitors would be considerable. There is no doubt that such a company could afford materially to reduce the cost of printing in several departments, while it ought to secure another improvement, equally important, in the substitution of printed forms for the present haphazard productions of law stationers. There appears to be difficulty in the way of carrying out this suggestion, and I can only attribute the fact that solicitors have been content to make the fortunes of law stationers, to want of organisation in our ranks of the profession. I think the suggestion requires the approval of the LAW TIMES, and the active support of two or three large London firms, to secure its realisation.

B. CARLILL.

**UNITED LAW STUDENTS' SOCIETY.**—In reference to this society a few weeks back you asked that, in your opinion, we did not discuss a sufficient number of legal points, and our treasurer subsequently explained that this arose from the fact that there was no law library attached to the society's inn Hall, our place of meeting, but the committee had determined upon taking certain steps to form a law library. In addition to this I may add that application has been made to the council of the Incorporated Law Society for permission for our society to meet at the Law Institution, for the discussion of legal points, and now we refer to the books in their library at the meetings. I am happy to say the council has generously acceded to this application. As, therefore, as our society has formally sanctioned the alterations necessary in our rules, it is now (assuming the same are sanctioned, of which there can be little doubt) to hold two meetings a month (probably the second and fourth day in each month, at the Law Institution, in addition to our Wednesday evening meetings in the inn Hall. I feel sure our members will be glad to avail themselves of the opportunity of discussing legal questions which is thus offered to them through the liberality of the council of the Incorporated Law Society, to whom, as secretaries of the society, I gladly take this opportunity of tendering our thanks.

J. S. RUBINSTEIN, Hon. Sec.

**POINTS PRACTISING AS ADVOCATES IN THE SUPREME COURT.**—I read the letter of "A Liverpool Solicitor" in the LAW TIMES of the 6th inst., and I also read a letter signed "Charles B., A.S.A.E." in the LAW TIMES of the 13th inst. I believe that a very large proportion of your readers who are practising solicitors, have read these letters and thought over the little matter related by "A Liverpool Solicitor," will be with me in the opinion that, taking into consideration all the facts as stated by Mr. C. Connor, "A Liverpool Solicitor" has now some ground for complaint. Mr. C. Connor states that his purpose of correcting statements of facts, which he had confined himself to this object there

the matter would have ended. Mr. C. Connor, in his letter, states that Mr. R. Montague Preston, of Chester, is the solicitor for the North-Western Railway Company, and that it was expected that he would have been present at the trial, but for some reason this gentleman did not attend, and the learned judge permitted Mr. Clerrand (Mr. Preston's managing clerk) to proceed in his principal's absence; and that for the plaintiff he (Mr. C. Connor) had instructed Mr. William Lowe, solicitor, "who after having well gone into the case," was compelled to leave the court. Mr. C. Connor does not seem to be aware that Mr. Preston practises at Liverpool as well as at Chester, and also that it was owing only to the extremely exceptional circumstances of this case, that his Honour, with great courtesy and consideration towards all parties, permitted the case to be conducted by non-professional gentlemen. Mr. C. Connor goes on to remark, "I flatter myself I am as well qualified as any solicitor for such a position," that is to say, he believes himself to be able to conduct a case or proceed with a case already commenced as well as a duly certificated lawyer. With reference to this very extraordinary remark, Mr. C. Connor would do well to consider, first, has he studied? and if so, is he the master of the principal legal text books in the law of evidence? Secondly, in his opinion, can a solicitor undertake and properly carry out the work of a certificated accountant, or can he attend a patient and prescribe the proper medicines to be administered as well as a medical gentleman? and, thirdly, the provisions of the statutes known as the Attorneys and Solicitors' Acts, and the Stamp Acts. Mr. C. Connor altogether fails to give weight to his observations by referring to "A Liverpool Solicitor," in the concluding sentences of his letter as "some unknown solicitor," for the use of such a meaningless and uncalled for expression can but lead many members of the solicitor profession to believe that, however influential he (Mr. C. Connor) may be as an accountant, his transactions with their profession have given him little or no opportunity of obtaining an insight into the working of quiet but high class practices.

GEO. GREEN SMITH.

**WANT OF UNIFORM PRACTICE IN THE COMMON LAW OFFICES.**—Referring to the paragraph on p. 185 of your issue of 13th inst., as to the want of uniformity prevailing in the common law offices, I may remind you that the payment of fees upon memoranda of appearance is regulated by the Order of 22nd April 1876, "as to fees and percentages," whereby the fee payable is to be denoted by an impressed stamp, and where the appearance of several defendants is entered by one memorandum, the fees for all persons beyond the first are to be paid by impressed or adhesive stamp. The practice of the Common Pleas Division is to accept either an impressed or adhesive stamp upon a memorandum of appearance entered for one defendant, but where the latter plan is adopted attention is drawn to the above rule upon the subject, which expressly directs payment of the fee by impressed stamp. As regards certificates of non-appearance, the practice of giving such certificates has never prevailed in the Common Pleas Division; no difficulty has arisen in that division by employing a modification of the "search" system which prevailed previously to the passing of the Judicature Acts, so that the giving of such certificates would appear to be an unnecessary addition to the already too numerous forms prescribed by the rules—as where it is absolutely necessary to prove the fact of appearance or non-appearance, a short paragraph added to an affidavit is all that need be required. An uniformity of practice would be as great a boon to the officers of the various courts as it would be to the Profession.

C. P.

[We are glad to publish the letter, and we hope it may lead to some action with a view to uniformity of practice, which at present does not exist in the common law divisions.—[ED. SOLS. DEPT.]

**COSTS UNDER THE JUDICATURE ACT.**—Permit me to point out a fact which appears to be lost sight of in your leading article on the case of *Baker v. Oaks* (35 L. T. Rep. N. S. 671), which appeared in your issue of the 6th Jan. In that case it seems to have been assumed that under the provisions of Order LV. of the rules of the Supreme Court, costs follow the event in all cases tried by a jury, unless the judge at the trial orders otherwise. I submit this is not so. Order LV. provides that, "subject to the provisions of the Act," costs are to be in the discretion of the court; then follows the proviso as to costs in actions tried by jury. Now if we turn to sect. 67 of the Judicature Act 1873, we find that the provision of sect. 5 of the County Courts Act 1867, are to apply to all actions in the High Court of Justice, consequently the effect of this enactment is to deprive a plaintiff of costs where he recovers no more than £20 in contract, unless the

judge certifies that there was sufficient reason for proceeding in the High Court. In such a case, then, the defendant need take no steps to deprive the plaintiff of costs; the statute itself prevents any being recovered. Now the action of *Baker v. Oaks* was brought on the common money counts to recover three separate sums of £61, £60, and £8. The £61 was paid into court by the defendant, and as to the residue he pleaded never indebted. The claim for £60 failed altogether, but the plaintiff recovered a verdict for £4 6s., being part of the sum of £8. As it has already been held that where a plaintiff combines two separate and distinct claims in the same action, they may, for the purposes of costs, be treated as two actions (*Smith v. Hornor*, 3 C. B., N. S., 829; and *Blackmore v. Higgs*, 15 C. B., N. S., 790). I think it was arguable that the claim of £8 ought to be treated as a separate action for that amount, and if this view had been adopted the plaintiff would have got no costs without a judge's certificate. This point does not appear to have been brought before the court at all. The plaintiff now admits the verdict should have been for £1 19s. only, and he would perhaps contend that he was bound to go to trial in order to recover that amount; but in answer to this the defendant might fairly urge that he went into court because the plaintiff was making an unfounded claim in respect of the £60. The court very properly held that any application to vary the incidence of costs should, in the terms of Order LV., be made at the trial; but in the particular case under discussion, it appears to me that the defendant might have successfully opposed the plaintiff's claim for costs incurred after the payment into court, on the ground that sect. 67 of the Act of 1873 precluded him from recovering them. At all events, I think this was worth trying.

M. H. P.

[We have received another letter signed "Costs," which shows a lamentable ignorance of the subject. "Costs" will find where his error lies by reading the case of *Parr v. Lilliecrapp* (1 H. C. 615), the decision in which is equally applicable to the law as it at present stands.—ED. L. T.]

**LAY IMPROPRIATORS AND CHANCERS.**—All text writers appear to agree that lay improprators are bound to repair the chancels of the churches of the parishes from whence they take their tithes. In an appeal for a contribution towards raising the sum of £1000 to endow the Flitcham (Norfolk) living, the vicar states that no patron ever gave the living anything except the site of the vicarage house and £20 a year. And it appears that the tithes which he takes are about £800 a year, and that the chancel is in ruins. The appeal also states that the archdeacon reports the church to be in the worst condition of any in the archdeaconry, that the bishop cannot be unaware of the condition of its chancel. The farmers are nearly if not quite all of them tenants of the Earl of Leicester (the lay improprator), so that they cannot take action in the matter. What is the best course for the vicar to take to compel the lay improprator to do his duty by repairing this chancel.

A. H. A.

**SUCCESSION DUTY.**—Although queries and answers on this important branch appear from time to time in your paper, I do not remember seeing an answer to the following case, which is common enough: A will directs a sale and conversion of real and personal estate, and a division immediately afterwards amongst a number of objects. Can the purchaser insist on the discharges for succession duty being produced, and, if not, will the land remain liable in the purchaser's hands for such duties? It must be borne in mind that these duties are a charge on the land. The conditions of sale generally prevent any inquiries. But when a reply is given it generally is that the vendors, being trustees, exercising a power or trust for sale, the purchaser has no need to trouble himself. This, however, hardly seems an answer. The case of *Dugdale v. Meadows* (L. Rep. 9 Eq. 212; and confirmed on appeal) bears on the subject, but not directly, and that case was decided on special grounds. I gather that where, in a settlement or will, there is a trust for sale, with directions for re-investment or powers of sale and exchange and the like, the liability for succession duty attaches to the land freshly acquired in place of the land sold. In such case, of course, the purchaser has a good title, but the case I have put does not seem within it. (See sects. 20—42 of 16 & 17 Vict. c. 71.) I should be very glad to hear some of your correspondents on this subject.

A SUBSCRIBER.

J. ROUNSELL, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BUSTON'S NERVE as a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as invaluable to all who suffer from toothache."—[



## LAW SOCIETIES.

## LAW AMENDMENT SOCIETY.

## REFORM OF MAGISTRATES' COURTS.

LAST Monday evening (15th inst.) Mr. Serjeant Cox read an important paper, entitled "Amendment of the Procedure in Magistrates' Courts," at a meeting of the above society which was held at its rooms, 1, Adam-street, Adelphi. Mr. Charles Hopwood, Q.C., M.P., took the chair, and there were a number of magistrates present, including Sir John Heron Maxwell and Mr. D'Eyncourt.

Mr. Serjeant Cox said that the procedure in the Superior Courts had been amended, if not by the abbreviation anticipated, by approximating the language of the forms to the understanding of those to whom it was addressed. The County Courts had set a good example. They also were popular courts, where, as in the magistrates' courts, the suitors for the most part appeared in person to conduct their own cases, consequently there were special reasons why the procedure should be as simple and intelligible as possible. The County Courts had done this, and had found no difficulty in the working of it. Nevertheless, the magistrates' courts, although having many more suitors, and a much greater proportion of them appearing in person without professional aid than in the County Courts, were permitted to continue the old cumbersome procedure and the same tedious and unintelligible forms as before. Some time ago communications passed between the late Mr. Oke and himself, upon this subject. The former entered into the question with characteristic zeal, and he (the learned serjeant) assisted him in preparing a scheme of magistrates' courts reform, and was to have brought it before the House of Commons. The idea was to simplify procedure, and materially abbreviate all the forms. The loss of the learned serjeant's seat, however, prevented this second reform from taking the first step in the session. The Bill perished at its birth and nothing had been heard of it since. It would be remembered that, a short time ago, the present able and energetic Home Secretary (Mr. Cross) publicly commented upon the committals from magistrates' courts, asserting that many more persons were in prison than ought to be there. He attributed this to imperfections in the law, or rather in the processes by which the law was enforced, and hinted that he purposed to grapple with the question of penalties and their enforcement, with a view to limit the number of imprisonments. As Mr. Cross was a man who performed his promise, and who was not afraid to legislate boldly when satisfied that a reform was needed, he (the learned serjeant) had no doubt that Mr. Cross would, before long, if not in the coming session, act upon this resolution. Should he do so, it was most desirable that advantage should be taken of the subject being mooted to reform the whole procedure of magistrates' courts. He would have no serious opposition to encounter, for the members of Parliament were themselves magistrates, and none knew better than they the defects of the present procedure and the inconveniences that resulted from them as much to the magistrate as to the suitor. It was with the hope that this part of the question might attract the attention of Mr. Cross that the subject was before the society. At present a summons was presumed to be issued only after a formal information taken on oath before a magistrate, thus making a quasi-judicial business of that which ought to be, as in every other court it was, a purely formal process. The origin of this ceremony, doubtless, was to enable the magistrate to determine, before a case was brought before him formally, if it was one over which he had jurisdiction. In practice this rule was now rarely observed. It would be physically impossible, for a magistrate could not always be found, and it would be hard if an complainant were compelled to travel many miles, as often he would, to make his complaint in person. The law had only been rendered tolerable by what was really a breach in it. Save in certain cases, where an information on oath was expressly required by some statute, the summons was issued by the clerk without a sworn information, leaving that part of the ceremony to be performed after the event, if the need should arise. In pursuance of the same scheme, the summons was required to be signed by the magistrate, on the assumption that he had already heard the complaint on the information, and determined it to be *prima facie* a valid one. But although professing to be issued on this information, it was in fact not only issued without the sworn information, but where the court sat at long intervals, or the magistrate, as in many country places, lived far away, the summons was signed in blank and no inconvenience or injustice had ever yet resulted from the arrangement which, though extremely convenient to all parties concerned, was not regular.

What should be the change in this initial process? Assimilate the Magistrates' Court to

the County Court. Let there be a short plaint upon which (unless he saw in it a charge obviously out of the jurisdiction) the magistrates' clerk should issue the summons under the seal of the court, the party requiring it paying the nominal fee of a shilling for the summons, with a charge of mileage for service, unless the service be undertaken by the complainant. The plaint should state the charge very briefly. It should be signed by the complainant, and where the charge is made under the provisions of some statute, it should state the statute, for, as it was, defendants were often very much perplexed to discover what the charge was they were required to answer. The plaint might run thus:

"A. B., of Pinner, in the county of Middlesex, grocer, complains of C. D., of \_\_\_\_\_, that on the 1st of January, 1877, at Pinner aforesaid, he did assault the said A. B. (or that he was upon the land of A. B., of \_\_\_\_\_, in pursuit of game), &c."

The summons should with equal brevity run thus:

"To C. D., \_\_\_\_\_—You are summoned to appear before the justices of the peace at the petty sessions of the Gore division of the county of Middlesex, at Edgware, on Wednesday, the \_\_\_\_\_ day of \_\_\_\_\_ next, at 11 o'clock in the forenoon, to answer the complaint of A. B., of Pinner, in the said county, grocer, that you did assault him on, &c. (copying the plaint)."

"E. P., Clerk to the Justices of the said division."

"TAKE NOTICE.—If you fail to appear, the justices will proceed to hear and determine the charge against you, or will issue a warrant for your apprehension, at their pleasure."

There were few lawyers not familiar with the wonderful documents that now were supposed to convey to defendants in many cases the information that they were charged with an offence that might be stated in two lines at the utmost. A foolscap page, closely printed, was only a modest specimen of this. Some extended to nearly two pages. Criticising their contents, however, the origin of this wonderful wordiness was apparent. It seemed to have been a fixed notion with their legal ancestors that every document should be complete in itself, and show the whole history of the case, and by what authority it was dealt with, and how disposed of, so that the learned eye could not find a flaw in it. Hence the tediousness of all these processes. The judges sanctioned the practice of picking holes, not in the substance of them only, but in the most trifling matters of form, so the forms used in the courts grew to be the formidable creations they were now found. They had been for the most part reformed elsewhere, but they were still permitted to cumber magistrates' courts in the shape that was once a necessity, but now had become an absurdity.

The adoption of this simple process of a plaint, briefly stating the charge, and a summons as briefly copying the plaint, would at once sweep away some hundreds of printed forms which magistrates' clerks were now obliged to keep, which were addressed to the litigants in Magistrates' Courts, which they were presumed to read, mark, learn, and inwardly digest, but of which they did not and could not understand a single sentence. The same reduction to a short, plain statement of the matter *sub judice* should be adopted in all documents employed in these courts, and which were all equally capable of abbreviation. The procedure at the hearing was upon the whole satisfactory, but two or three amendments might be introduced with advantage:—

1. The court should be empowered to consolidate plaints arising out of the same subject matter, not only between the same parties but between different parties. For instance, in charges of assault there were frequently cross summonses between the same parties, or several summonses against other parties, each desirous to give his account of the affair and to prevent his adversary from telling his own story. It was one transaction—one quarrel—one row—and it was a waste of time, and a source of confusion and perplexity to the magistrate, and often the cause of substantial injustice to some of the parties, to be compelled to treat each charge as a distinct offence. Justice might be better done by having the whole story told at once, and the relative merits of the various charges determined together. It might well be left to the court to say what was a proper matter for such a consolidation. But this would compel another much demanded amendment. The Evidence Act should be extended to all offences not indictable. It was an unfortunate decision by which that Act was held not to extend to summary convictions, on the unsatisfactory ground that all cases punished by a penalty are *quasi* criminal. He doubted if this was the intention of Parliament; certainly it was not that of the author of the statute, which was originally suggested by the learned serjeant, and drawn with his assistance. The exception was certainly contemplated to apply to offences really criminal and not merely *quasi* criminal. The result was that magistrates' courts witnessed a vast number of cases being criminal only in form, are merely *quasi* criminal, but which were deprived of the law had provided for the trial of such cases. The learned serjeant proceeded to read instances showing the anomalies of the procedure and the need for its amendment. He repeated that the reform required was to limit the exception of the Evidence Act to indictable offences. He was, of course, aware that influential persons inclined to removal of the exception altogether, and make the defendants in criminal cases admissible as witnesses for themselves. For his own part, he dissented from this view for reasons too numerous to be set out now. But he had no hesitation in advocating all cases only *quasi*-criminal, which were tried by summary conviction. It might be that the adoption of such an amendment in the procedure of magistrates would give a fair trial experiment, and might be recommended on ground alone. The conviction should be in the shortest form, merely reciting the plaint as heard on such a day, and that such judgment. A general power of amendment in proceedings should be given to the magistrates. Power should also be given to him to indict for perjury in any case, the penalty to be paid as were the costs of other proceedings in all cases, if the defendant did not appear for service of the summons, the court should be empowered to hear and determine the charge against the defendant afterwards appeared and good cause for his absence, the magistrate should be empowered to re-hear the case on such a day as he might impose. In short, the provisions of the recent Employers and Workmen's Act should be extended to all cases. The court should be empowered to grant a new hearing upon the application of the defendant. Instead of the indecisive designation of *quasi*-criminal cases, some more definite title should be given to them, by which all the proceedings should be described. Each court should have a seal. The clerk should be paid by salary, by fees, the table of fees and costs being fixed by the Home Office. These, together with fines, should be paid to a common fund from which the salaries and other expenses of the court should be defrayed. The magistrate should be empowered to order payment of expenses incurred by prosecutors or witnesses in the discovery of offences, or pursuit of offenders, as also to give rewards of special services. Superior Courts were now permitted to order payment of costs in cases of felony. The present system of fees in magistrates' courts was very unsatisfactory. In practice the amount of the costs was measured by the costs. The magistrate was required to know what the costs were, but he could not determine what the penalty should be because the costs were of uncertain amount, and he must consider them as being the punishment. The expenses of witnesses were, of course, quite independent of court fees, and were incapable of regulation. With regard to the enforcement of payment of costs, which had been mooted by Mr. Cross as a defect in the law calling for amendment, the Secretary had objected to a too frequent imprisonment. Hundreds of persons were in gaol who ought not to be there. He suggested no specific plan by which the costs could be obtained by other means. He admitted that if a substitute for imprisonment were found it ought to be provided. If it were to be any punishment at all there was to be between a fine and imprisonment. But a fine or penalty unless it be paid. Not to be paid was to give practical impunity to offenders, and would speedily reduce the condition of anarchy. How then might the costs be made to pay the penalty he had in mind? Some little improvement might be made by obliging the magistrates to order payment of costs, by giving them a claim upon the defendant for wages due, and by power to levy an *arrest* in distress. But all of these would be remedies as against the great majority of defendants. For the most part they were loafers, lodgers, possessing nothing but their own strength, and they were unable to pay in pure and they were obliged to pay in person, the law would be a letter and justice a mockery. One step had occurred to him towards the remedy. Sureties might be allowed to be taken in lieu of payment of penalties, and in some cases proved poverty sureties might be taken in lieu of payment of costs, with a distinct provision that, in cases of failure to pay, the imprisonment should be doubled. In conclusion he said he thought the present law admitting to bail prisoners committed for trial might be considerably extended with great advantage. During the twelve years he had sided at the Middlesex Sessions, there had been upwards of 20,000 prisoners, of whom at least 2000 had been on bail. Now, not one of these had been persons of property, charged with grave offences. But during the whole time he could not recall half a dozen instances

by the accused by forfeiture of bail. It is also a remarkable fact that all of those who appear were persons of the better class. I do not remember a single instance of forfeiture by a person belonging to the class that I had ninety-nine in a hundred of those committed for trial. Other minor amendments in the case of magistrates' courts would, doubtless, do themselves to the framers of a measure that object. He threw out these suggestions as to how much reform was needed, and how easily to be introduced were the remedies to be applied. (Cheers.)

Marshall, in opening the discussion which followed, said that in certain cases magistrates have the power of assessing damages to who had been assaulted. That was something the only way that compensation could be made for the poorer man. He advocated the giving of those who were accused in criminal

Arthur Ryland, a Birmingham magistrate, said, with respect to applications for summons, he believed the best course would be that of applying for a summons should, in cases of wrong, have the plaintiff on application to a magistrate's clerk. He recommended his brother magistrates not to immediately grant summonses to those who demanded them, for it often happened that after a petty quarrel, in the heat of the parties applied for them, and regretted so after their temper was cooled. He felt the necessity of examining both the plaintiff and the defendant in criminal cases.

A. H. Safford, magistrates' clerk, South Police Court, considered that the simplification of the procedure of magistrates' courts was very necessary. Where cases were under consideration he would suggest that clerks should be empowered to decide them; they should also be empowered to grant summonses subject to appeal to the magistrate if they were dissatisfied with the clerk's decision. He considered magistrates should have the power to remit altogether. People rushed into litigation because they could obtain a summons for a sum as low as 2s. For the purpose of saving magistrates a great amount of trouble the clerk should be empowered to take such things as these courts which was utterly useless.

D'Eyncourt, police magistrate, said that an intelligible complaint was made the better. A clerk being allowed to grant a summons, as a rule, he had not the experience of circuit business as a magistrate had, in which the influence and weight of the rate must be very much greater than that of a clerk, and his position would stop a great number of summonses. Upon the whole he (Mr. D'Eyncourt) thought it would be a great disadvantage to refer a summons to a magistrates'

John Heron Maxwell, J.P., thought that amendment of the law relating to bail for arrest was requisite.

James Gresham, Mansion House clerk, said as regarded bail, the delinquents who answer to their bail were to be found the rich and not among the poor. He also alluded to the great difficulty in procuring bail.

Martin thought bail was of very little use on account of the difficulty of enforcing it.

Hidney Thomas contended that defendants should be allowed to ask questions upon those points which would elucidate the main points of the case.

George Howell considered that the present law was fast making criminals, and that magistrates' courts might be made into civil courts.

J. H. Ryalls, secretary, in moving that the case be referred to the committee for the revision of the Crime Section, said that Lord Russell, in his recent address at Brighton, alluded to the fact that during past years there had been a very great increase in the number of commitments from police courts upon summary convictions, his Lordship going so far as to recommend the appointment of a Royal Commission to inquire into the subject. As regarded the jurisdiction of clerks to magistrates, there was need of very great caution. In cases of bail was required every facility should be given or it being taken.

A. H. Safford seconded the motion of Mr. Broadhurst expressed his opinion that bail should be extended in every direction when it could be given with safety. For himself, he should wish to see reform to the fountain head of justice.

Hopwood, Q.C., M.P., said that several of the learned serjeant's excellent suggestions had been adopted by the members of Parliament who assisted him when the matter affecting reforms in the magistrates' courts was before the House. In pursuance of a special request he

(Mr. Hopwood) had drawn up a Bill on the subject, which he intended to submit to Parliament next session. The grievances complained of were of the gravest character, and affected a large portion of the community. He remarked on the distrust which he was bound to say, in a considerable measure was well founded, as to the unfairness and harshness displayed by some magistrates in cases of summary jurisdiction in criminal matters. When he brought the subject of the reform of magistrates' courts before the House of Commons, he was asked whether he intended to arraign the whole class; but such was not his purpose. No doubt a large body of them would be glad to learn, and to be warned that there was a distrustful feeling of them abroad. The system of appointing magistrates enabled some very inefficient, incompetent, and foolish persons to be put in high places. The present state of the law almost forced magistrates to send persons to gaol, they having no other alternative. The condition of things had produced much dissatisfaction, which only too truly existed. The question of allowing the accused to become his own witness was making very great progress. The opponents of this measure had said that this would be an incentive for a man to lie, but this he denied. The main point upon which they should all feel indebted to the learned serjeant for his paper was, as to the question of sureties, he having stated the principle and declared himself in favour of it. Mr. Cross had admitted that a number of people went to gaol who ought never to have been sent there, and that out of every 120,000 convictions yearly, 30,000 ought never to have been sent to gaol, and yet no bill upon the subject had yet been contemplated by the Government. His (the speaker's) idea was that no man should be allowed to send another to gaol without the convicted person having the right of appeal. In respect to justices' clerks, they were still paid by fees, which was a great evil. Nearly twenty years ago an Act of Parliament was passed allowing all the central authorities to make arrangements by which clerks should be paid by salaries instead of by fees. Mr. Cross promised that this would be made compulsory upon all the counties, but he was not aware whether the Home Office had taken any further steps in the matter. In conclusion Mr. Hopwood trusted that, considering the vast number of persons who were sent to gaol who ought not to be there, and having regard to the portentous amount of human suffering thereby caused, it was necessary that the most speedy remedy should be applied. (Applause.)

It was then resolved that the whole subject should be referred to the committee of the Revision of Crime section, and the usual compliments to the reader of the paper and the chairman having been passed, the proceedings terminated.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

65. ARRANGING DEBTOR.—I shall feel obliged if any of your correspondents can inform me what is the exact status of an arranging debtor, under the following circumstances: A debtor, unable to pay his creditors, files a petition for liquidation, under sect. 125 of the Bankruptcy Act 1869, and a resolution is come to by the creditors that his affairs shall be liquidated by arrangement; the trustee takes possession of the whole estate of the debtor; no resolution is come to as regards the discharge of the debtor; three years elapse, and the trustee declares no dividend—in fact, takes no steps whatsoever to realise the estate. What is the position of the debtor with regard to after-acquired property, and in what better position would he be if he obtained his discharge? What disabilities does he labour under by reason of not having obtained his discharge?

SOLICITOR.

66. WILL—SHARES.—A. is seized of a freehold messuage, and in 1836 mortgages the same to B. for a term of 1000 years, with a power of sale. A. dies in 1859, leaving the mortgage debt still unpaid, and, by his will, gives all his property to his wife for life, and then to be equally divided among all his children equally. The widow died last September. A., at the time of his death, leaves three sons and two daughters, both of whom are married; but one of the daughters, say C., dies in 1871 intestate, leaving her husband, a daughter (now aged 24), and a son (now aged 19), all now living. In the meantime the mortgage debt and arrears of interest is still outstanding, and in the year 1870 it is transferred to one of the sons, say D. All the family are desirous of selling and paying off the mortgage debt, and dividing the balance. Can C.'s share be conveyed, and if so by whom; and does C.'s husband become a tenant by the courtesy of England? I think not, because her interest did not fall into possession till long after her death. If any of your correspondents will oblige with opinion.—C. E. L.

67. STAMP DUTY.—The members of a family re-settle their father's estate as left by his will, and under the arrangement portions of the estate in which they have a reversionary interest are paid to each member. Is the deed effecting this arrangement subject to stamp duty? A. D.

68. STATUTE OF FRAUDS.—In *Goss v. Lord Nugent* (5 B. & Ad., 58), the court intimated an opinion that "a written contract within the 4th section of the Statute of Frauds, might be wholly waived and abandoned by a subsequent oral agreement. In the 9th edition of Chitty's Contracts, page 107, I find 'Whether a contract within the Statute of Frauds can be wholly waived and abandoned, before breach, by a subsequent agreement not in writing, appears to be *veratio quæstio*.' Can you tell me if there is any later authority, or refer me to any later cases on this subject? F. D. A.

69. LEGAL PROCEEDINGS—JOINT REMEDIES.—A tug-boat owner towed a vessel into a river. The captain refusing payment he obtained under a Local Commissioners Act an order in the police court on the captain for payment of the towage, but the captain sailed to sea ere the order could be executed on the ship. Does this order estop the tug-boat owner proceeding in the county court against the owner, or can the order be executed on the owner who lives in another part of the country? LEX.

70. VENDOR AND PURCHASER.—Vendor enters into a written contract with purchaser for the sale to him of a freehold estate, the purchase to be completed on a day certain. The purchaser is unable to complete to the day. There is no stipulation in the contract for payment of interest in case of non-completion. Can the vendor rescind the contract? C. B. A.

## LEGAL NEWS.

ON Monday the personality of the late Chief Justice Whiteside was sworn under £35,000. It is stated that £20,000 goes to the widow.

AT the auditing of the accounts of the Keighley Board of Guardians, the auditor has surcharged a sum of £128 14s. 7d. on the guardians who signed the cheques, Messrs. Milner, Sedgwick, and Newbould. The sum was the costs which the Local Government Board had incurred in obtaining the mandamus against the guardians last spring.

HIGH COURT OF JUSTICE.—Appeals from the inferior courts assigned to the Queen's Bench Division will be taken in that division on Wednesdays and Saturdays; those assigned to the Common Pleas Division will be taken in that division on Mondays and Thursdays; and those assigned to the Exchequer Division will be taken in that division on Tuesdays and Fridays.

THE stipendiary magistrate of South Shields recently ordered a merchant captain to be recalled, after the Board of Trade solicitors had given him a written notice that no charge would be preferred against him in respect to the stranding of his ship. Application was made to the Court of Queen's Bench for a writ to prohibit the magistrate from proceeding further; but the judges held that to grant this would be to make a magistrate the mere tool of the Board of Trade, and the application was refused.

I EXPECT that the slaughter at the recent examinations for the Bar will be as great as it was last time. Some gentlemen from the sister isle were up, and in default of answers they endeavoured to beguile the monotony of the proceedings by pouring out less jokes into the examiner's ears. One of these budding Lord Chancellors, when asked whose duty it was to repair bridges, asked, "Where?" "Sir," indignantly said the examiner, "I am not here to answer your questions. You are here to answer mine." But, relenting somewhat, he demanded of the interrogator whence he came, and received the reply "Ireland." "Well, who mends bridges in Ireland, sir?" asked Mr. —. "Nobody, I should say," was the artless rejoinder. The examiner did not smile, and the gentleman from Ireland did not receive a mark for that answer.—Mayfair.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

### G. GREY, ESQ.

THE late George Grey, Esq., barrister-at-law, who died on the 1st inst., at 33, Hans-place, Chelsea, in the forty-second year of his age, was the youngest son of the Right Hon. Sir Charles Edward Grey, formerly a judge of the Supreme Court at Madras, Chief Justice of the Supreme Court at Bengal, subsequently Governor of Barbadoes, Trinidad, Jamaica, &c., and for some time M.P. for Tynemouth. His mother was Elizabeth, second daughter of the late Rev. Sir Samuel Clarke-Jervoise, Bart., of Ilsworth, Hants, and he was born in the year 1835, and was educated at Magdalen Hall, Oxford, where he graduated in due course. He was called to the Bar by the Honourable Society of Lincoln's Inn in Michaelmas Term 1858, and joined the Western Circuit, practising as a special pleader at the Winchester, Portsmouth, and Southampton Sessions. He was also an equity draftsman and conveyancer.

## J. C. G. BENNETT, ESQ.

THE late James Charles Graham Bennett, Esq., solicitor, of Friday-street, City, who died on the 6th inst., at his residence in Richmond-road, Hackney, in the seventy-second year of his age, was the eldest son of the late Captain James Bennett, of the St. Helena Regiment of the H.E.I.C.S., by Eleanor Look Ayley. He was born at Ongar, in Essex, in the year 1805, and was educated at Alton Grammar School. He was admitted a solicitor in Michaelmas Term 1830. He was solicitor to the Conservatives at the City elections, for Thomas Baring, Esq., John Masterman, Esq., Marquis of Blandford, and Messrs. Bell, Gibbons, and Twells. In 1875 he was appointed a Chancery Commissioner to act in London. Mr. Bennett was twice married, first in 1836, to Emma, daughter of Mr. John Le Keux, and secondly in 1850, to Georgiana, daughter of Richard Bracebridge, Esq. He has left a family of three daughters and two sons. The remains of the deceased gentleman were interred at Abney Park Cemetery, Stoke Newington.

## THE COURTS AND COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## LIST OF APPEALS FOR HILARY SITTINGS, 1877.

## Court of Appeal.

## Appeals from the Chancery Division.

- Re* The Anglo-German Tunneling Co. (Lim.)  
*The* Phosphate Sewage Co. (Limited) v. Hartmont  
*The* Phosphate Sewage Co. (Limited) v. Hartmont  
*The* Phosphate Sewage Co. (Limited) v. Hartmont  
*Re* Dalgleish's Settlement  
*Re* The Universal Non-Tariff Fire Insurance Co. (Limited)  
*The* Ashton Vale Iron Co. (Limited) v. Abbot  
*The* Ashton Vale Iron Co. (Limited) v. Abbot  
*Re* Poppel and Barratt's Contract  
*West* v. Orr  
*Greenup* v. Hunt  
*New Westminster Brewery Co.* (Lim.) v. Hannah  
*Re* Baillie's Trusts  
*Brown* v. Jones  
*Tolson* v. Sheard  
*Re* Bagshaw's Trusts  
*James* v. The Queen  
*Hubbard* v. West  
*Commings* v. Harron  
*Attenborough* v. Shirlaw  
*North British and Mercantile Insurance Co.* v. Liverpool, London, and Globe Insurance Co.  
*Re* Laflitte's Trusts  
*Re* Laflitte's Trusts  
*Vale* v. Oppert
- Vale* v. Oppert  
*Webber* v. Wright  
*Walker* v. The Cheshire Lines Committee  
*The* New Sombrero Phosphate Co. (Limited) v. Erlanger  
*Cottrell* v. Cottrell  
*Re* Cunliffe, Leaf, and Co.  
*Re* Wernpittill Colliery Co., *ex parte* Dunn  
*Re* The Australian Direct Steam Navigation Co. (Limited)  
*Re* Marman  
*Travers* v. Blondell  
*Bower* v. Haley  
*White* v. Witt  
*Brown* and Co. v. Brown  
*Brown* v. Brown and Co.  
*Re* Carne's Trusts  
*Harris* v. Aaron  
*Cartles* v. Wormald  
*Attorney-General* v. Great Western Railway Co.  
*Biley* v. Rogers  
*Re* F. W. Snell  
*Re* Dimesdale Settlement Trusts  
*Marden* v. Kent  
*Re* Borrowdough and Lynn  
*Poolley* v. Driver  
*Poolley* v. Driver  
*Poolley* v. Driver  
*Steinhilber* v. Samson  
*Crompton* v. Lea  
*Re* Waugh's Will Trusts

## From Orders made on Interlocutory Motions in the Chancery Division.

- Vale* v. Oppert  
*Wells* v. Wells  
*Re* Wedgwood Coal and Iron Company (Limited)  
*The* Great Australian Gold Mining Company v. Martin  
*Warner* v. Mordock  
*Mordock* v. Warner  
*Miller* v. De Carteret  
*Bell* and Black (Limited) v. Bell and Company  
*Re* Rio Grand De Sul Steam Ship Company (Limited)  
*Re* The Manchester and Milford Railway Company  
*Henderson* v. Henderson
- Re* The London Cotton Mills (Lim.)  
*Re* The Imperial Land Company of Marcellis (Limited)  
*Gordillo* v. Weguelin  
*Thomson* v. Shaw  
*Parker* v. McKenna  
*Re* The British Provident Life and Guarantee Association (Limited) and Companies' Acts  
*Syer* v. Metropolitan Board of Works  
*Concha* v. Murrieta  
*Wells* v. London, Tilbury, and Southend Railway Company

## From the Queen's Bench Division.

## For Judgment.

- Hudson* v. Tabor  
*Hodkins* and another v. The Great Northern Railway Company  
*Tully* v. Howling
- Shand* and others v. Bowes and another  
*Randall* v. Newson  
*Lindsay* v. Cundy

## For Hearing.

- Sugg* v. Silber  
*Sugg* v. Silber  
*Metcalf* v. The Britannia Iron Works Co. (Lim.)  
*Glegg* v. Glibey  
*Re* Robinson v. Price  
*Re* v. Monck and Cobham  
*Leadbeater* v. Cross
- Holman* v. Wade  
*The* Duke of Devonshire v. The Barrow Hematite Steel Co. (Lim.)  
*Barry* and Co. v. Hicks  
*Re* Archibald Richard Shaw and Co.'s Act, 1862

## From the Common Pleas Division.

## For Judgment.

- The* Metropolitan Railway Co. v. Brogden & others
- Jackson* v. The Metropolitan Railway Company

## For Hearing.

- Mayor, &c.* of London v. London Jt. Stock Bank  
*Walker* v. London and North-Western Railway Company  
*Simpson* and another v. Chadwick  
*Branton* v. Griffiths and others  
*Kenworthy* v. Sidebotham  
*Bourke* v. White Moss Coal Company (Lim.)  
*Bingham* and Co. v. Alexander and Co. and another  
*Kemp* v. Isaacson—Kemp v. Isaacson
- Bradbury* v. Picketstone  
*Charles* v. Blackwell  
*Stock* v. Hooper's Telegraph Works (Lim.)  
*Stock* v. Hooper's Telegraph Works (Lim.)  
*Maclean* v. Vaughan  
*Parcell* v. Sowles  
*Keith* v. Burrows  
*French* v. Gerber  
*Farker* v. The South-Eastern Railway Company  
*Millisich* v. Lloyds  
*Gabell* v. The South-Eastern Railway Company  
*Corry* v. Coulthard

## From the Exchequer Division.

- Cross* v. L'Holier  
*Forster* v. Stubbs  
*Fisher* v. Smith  
*Hyde* v. Warden  
*Greaves* v. Greenwood  
*Seidon* v. Smith  
*Burton* v. The Manchester, Sheffield, and Lincolnshire Railway Company  
*Pooler* v. Johnston  
*Copland* v. Heatley
- Lanver* v. Heatley  
*Preston* v. Lamont  
*Boulton* v. The Queen  
*H.M. Attorney-General* v. Anne Charlton and others  
*Marks* v. Currie  
*Cohen* v. South-Eastern Railway Company  
*Bennet* v. Gamgee & another  
*Bullock* v. Dunlap

## From the Probate, Divorce, and Admiralty Division.

- Le Seur* v. Le Seur  
*Ship* Livorno—Bargman and others v. Heald and others  
*Wallis* v. Wallis  
*Gladstone* v. Gladstone  
*Ship* Davis—General Steam Navigation Company v. Owners of the Davis  
*Ship* Julia David—Ocean Steam Ship Company v. Owners of the Julia David
- Ship* Livorno—Bargman and others v. Heald and others  
*Ship* Swallow—General Steam Navigation Company v. Wallace  
*Ship* Egean—Jones v. Owners of the Egean  
*Robinson* v. Robinson—Robinson v. Robinson and Co.

## From Orders made on Interlocutory Motions in the Common Law Divisions.

- Baker* and another (trustees, &c.) v. Oakes and another  
*Willcocks* v. Dudgeon  
*Brown* v. Lawes Chemical Manure Company (Lim.)

## From the London Bankruptcy Court.

- Re* Lord Charles Ker; *Ex parte* Lord Charles Ker  
*Re* Pearson; *Ex parte* Guildhare  
*Re* Armistage; *Ex parte* Halifax Joint Stock Banking Company (Limited)  
*Re* Love; *Ex parte* Watson  
*Re* Loneragan; *Ex parte* Shield  
*Re* Lopez; *Ex parte* Lopez  
*Re* Lewer; *Ex parte* Gerrard  
*Re* Renner; *Ex parte* Conbro  
*Re* Sir S. Blane; *Ex parte* Sir S. Blane  
*Re* Bennett and Glave; *Ex parte* M. Kirk  
*Re* Bennett and Glave; *Ex parte* M. Kirk  
*Re* Bugstocke; *Ex parte* Bugstocke  
*Re* Gilbert; *Ex parte* Viney  
*Re* Bennett; *Ex parte* Close  
*Re* Lutscher; *Ex parte* Blockey  
*Re* Phillips; *Ex parte* Warwick  
*Re* Graham; *Ex parte* City and County Bank

## From the Divisional Court of Appeal.

- Blake* v. Beech  
*N.B.* This list contains appeals set down to Friday, 5th Jan. inclusive.

## High Court of Justice.

## LIST OF CAUSES FOR HILARY SITTINGS 1877.

## Chancery Division.

## (Before the MASTER OF THE ROLLS.)

## Causes with witnesses.

- Savill* v. Fairchild  
*Charles* v. Hughes  
*Hughes* v. Charles  
*Wright* v. Gower  
*The* Nene Valley Drainage & Navigation Improvement Commissioners (2nd district) v. the Mayor, &c., of Northampton.  
*Mayor, &c.* of Northampton v. Nene Valley, &c., Commissioners (2nd district)  
*Sherborn* v. Hudson  
*Montrolier* v. Asphalte, &c., Co. (Lim.) v. Snowdon  
*Montrolier* v. Asphalte, &c., Co. (Lim.) v. Berridge  
*Williamson* v. Barbour  
*Collier* v. Banks  
*Bragg* v. Powe  
*Miller* v. Hughes  
*Tyl* v. Hutton  
*Earl* of Ekmont v. Smith  
*Smith* v. Earl of Ekmont  
*Elly* v. Riley  
*Ronald* v. Roche  
*Buckmaster* v. Cheshire  
*The* Original Harlepool C. Millers Co. v. Gibb  
*Dean* v. McDowell  
*Re* Bailie deceased  
*Bailie* v. Bailie  
*The* Imperial Bank (Lim.) v. The London and St. Katharine Docks Co.  
*Irvine* v. Anderson  
*Romney* v. Ormandy  
*Romney* v. Ormandy  
*Nixon* v. Fox  
*Wroe* v. Woodfine
- Thomson* v. Bennett  
*Picott* v. Fortesone  
*Foster* v. Foster  
*Kinghorn* v. Williams  
*Tilman* v. Andrews  
*Sidley* v. International Ice Manufacturing Company (Limited)  
*Burges* v. Bartlett  
*Elliot* v. Porter  
*Warner* v. Mordock  
*Mordock* v. Warner  
*Javal* v. Sheffield Wagon Company (Limited)  
*Harenc* v. Bennett  
*Ireland* v. Bates  
*Hams* v. Lyons  
*Holmes* v. Llantwitt  
*Boller* v. Meier  
*Moller* v. Farlow  
*Green* v. Hyde  
*Iruth* v. Gouverneur  
*H. vey* v. Holmes  
*Spearing* v. Abbott  
*Ford* v. Clarke  
*Edwards* v. Perry  
*Elkington* v. Courtney  
*The* Mayor, Aldermen, &c., of Birmingham v. Allen  
*Brookbank* v. Lidgett  
*P. mpton* v. Spiller  
*Stock* v. Boanquet  
*Towle* v. Topham  
*Thompson* v. Black  
*Carilli* v. Barritt  
*Adison* v. Bell  
*Peyton* v. Harley  
*Yetta* v. Almond  
*Dickinson* v. Parry  
*Ellis* v. Istock Collieries Company (Limited)

## Causes without witnesses.

- Bailey* v. Smith  
*Re* Hardman (deceased)—Oram v. Richardson  
*Holme* v. Guy  
*Shaw* v. Jones-Ford  
*Re* Petition of Right of R. T. Cowing and others  
*Cowing* and others v. Secretary of State for War  
*Wagstaffe* v. Price  
*Williams* v. Hathaway  
*The* Clitheroe Lime Company v. Briggs  
*Clements* v. Taylor  
*Clayton* v. Marquis of Londonderry  
*Cale* v. Tozer  
*Spring* v. Stone  
*Andrews* v. Andrews  
*James* v. James  
*Dixon* v. Curwen  
*Clapham* v. Dunn  
*Berger* v. Berger  
*Rossiter* v. Miller  
*Lancaster Banking Company* v. Cooper  
*Smith* v. Hicks  
*Steward* v. Poppleton  
*Hardy* v. Davy  
*Greenway* v. Robinson  
*Cowper-Smith* v. Anstey  
*Drewett* v. Tyne Improvement Commissioners  
*Nene Navigation Commissioners* (3rd division) v. Midland Railway Co.  
*Nene Navigation Commissioners* (3rd division) v. Great Northern Railway Company  
*Walters* v. Morrison  
*Morris* v. Chenhall
- Smythe* v. Lashdale  
*Page* v. Bagge  
*Orton* v. Brandy  
*Ball* v. Ball—Ratt  
*Re* Lumley (Ld)  
*Dyson* v. Lord  
*The* Tamar Valley Lead Mining Co. v. Little  
*Wood* v. Vaux  
*Re* Griffiths (Ann)  
*Villars* v. King  
*Bragg* v. Wilson  
*Chilcott* v. Ross  
*Shipman* v. Whitak  
*Re* Illidge (Ann)  
*Davidson* v. Lidge  
*Holmes* v. Barry  
*Re* Carwell (Ann)  
*Millward* v. King  
*Haigh* v. Crowther  
*MacAndrew* v. Hale  
*Gordon* v. Thompson  
*Allen* v. Lonsdale  
*Benjamin* v. King  
*Michell* v. Kew  
*Harris* v. Andrews  
*Farmer* v. Bennett  
*The* Odessa Trust (Limited) v. Mendel v. the Tramways Co. v. Hill v. Ode  
*Staden* v. Shandy  
*Re* Swan (Ann)  
*Skinner* v. Son  
*Re* Formby (Ann)  
*Pimpton* v. the Bedford Bank Company (Limited)

## (Before V.C. MALINS.)

## Causes.

- Dundas* v. Sellick  
*Flower* v. Local Board of Low L-yton, Essex  
*Humphrey* v. Humphrey  
*Cartwright* v. Miller  
*Turner* v. Tepper  
*Slipper* v. Gough  
*Widgery* v. Tepper  
*Rae* v. Vivers  
*Gibson* v. Head  
*The* Ecclesiastical Commissioners for England v. The North Eastern Railway Company  
*Ernest* v. Evans  
*Farinel* v. Pul  
*Beales* v. Boyle  
*Gilbert* v. Edean  
*Inglis* v. St. Giles' Vestry, Camberwell  
*Hilliard* v. De Loyant  
*Parditt* v. Swayne  
*Durham Building Society* v. Turnbull  
*Sheffield* v. Sheffield  
*Ponford* v. Eiton  
*Ashbee* v. Appleby  
*Wilson* v. Hodgson  
*McQueen* v. Anderson  
*Morie* v. Willment  
*Doucet* v. Gough  
*Dunning* v. Harridge  
*Kenney* v. Kenney  
*Upton* v. Brown  
*International Contract Co.* (Lim.) v. McHenry  
*Clark* v. Girdwood  
*Bonker* v. Alexander Hotel Company  
*Dodman* v. Dodman  
*Beale* v. Gwynne  
*Hamman* v. Lord Jersey  
*Re* Brown, deceased—Brown v. Denton  
*Dear* v. Moffatt  
*Wright* v. Barnett  
*Williams* v. Thomas  
*Attorney-General* v. Wilkinson  
*Pear* v. Carr  
*Thomson* v. Rogers  
*Pater* v. Mawburn  
*Baker* v. Silver  
*Young* v. Higge  
*Winkley* v. Winkley  
*Bouck* v. Bouck  
*Turn* v. Hand  
*Eyre* v. Mercer  
*Thrane* v. Bedman  
*Moffatt* v. St. James's Bank (Limited)  
*Dear* v. Moffatt  
*Dance* v. Dabbs  
*Murrell* v. Sandon  
*Edwards* v. Great Eastern Railway Company  
*Lonsdon* v. Bolton  
*Boyes* v. Cook  
*Wicks* v. Dickinson  
*Bleas* v. Warrington, &c., Co  
*Tout* v. Tout  
*Pearse* v. Pearse  
*Mills* v. Mardon  
*Morris* v. Lloyd  
*Toms* v. Toms  
*Frewen* v. Hamilton  
*Harrison* v. Walshall  
*Kitchen* v. Kitchen  
*Siebert* v. Findlater  
*Plews* v. Lee  
*Martin* v. Wale
- Morrison* v. Debin  
*Parker* v. Rees  
*Crabtree* v. Malt  
*Tames* v. Ellis  
*Poller* v. Pegg  
*Lane* v. Flower  
*Flower* v. Flower  
*Burden* v. Cramp  
*Bois* v. Peares  
*Naylor* v. Goodall  
*Meek* v. Devall  
*Hill* v. Theobald  
*Eckridge* v. Rees  
*Tussaud* v. Ellett  
*Sheehan* v. Rees  
*Clayton* v. Tomlin  
*Hullier* v. Walter  
*Hooper* v. Hooper  
*Washbourne* v. Re  
*Inman* v. Dunn  
*Saunders* v. Dunn  
*Burgess* v. Gage  
*Hea* v. Rees  
*Yarrow* v. Knight  
*Brooks* v. Harris  
*Rendell* v. Gaden  
*Bagnall* v. Naylor  
*Mottatt* v. Farquhar  
*Hall* v. Lovell  
*Dyson* v. Ashton  
*Hargreaves* v. Lee  
*Mettler* v. Acheson  
*Dut* v. Rees  
*Elliott* v. Rees  
*Bonnewell* v. Re  
*Land* v. Acheson  
*Ward* v. Wyld  
*Wills* v. Rees  
*Beddington* v. Re  
*Cochrane* v. Dunn  
*Fletcher* v. Kelly  
*Johnson* v. Wills  
*Re* Hickman—Re  
*Hickman*  
*Re* Gibbon  
*Hall* v. Pearson  
*Davis* v. Nathan  
*Gale* v. Gale  
*Shuttleworth* v. Re  
*Monty* v. Wills  
*Moynihan* v. Rees  
*Blag* v. Rees  
*Lancashire*, &c., Co. v. Higgins  
*Re* Beetham  
*Hepkinson* v. Re  
*Farman* v. Re  
*Green* v. Chapman  
*Attorney-General* v. Re  
*Reed* v. Re  
*Aston* v. Mythen  
*Mythen* v. Re  
*Re* Grandy  
*Aston* v. Mythen  
*Banco* v. Lim  
*Peruvian* v. Re  
*Batler* v. Re  
*Tidoury* v. Re  
*Watts* v. Re  
*Wyatt* v. Re  
*Lyall* v. Re  
*Airey* v. Re  
*Watson* v. Re  
*Watson* v. Re  
*Prosser* v. Re  
*Rees* v. Re  
*Mande* v. Re  
*Alridge* v. Re  
*Re* Barnard  
*Barnard* v. Re  
*Fishwick* v. Re

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(Before V.C. BACON.)

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28th Nov. 1876.

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(Before V.C. HALL.)

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Hunter v. Eltringham  
Watney v. Trist  
Coles v. Serocold  
Canning v. Green  
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Boyle v. Millin  
Millin v. Boyle  
The Alliance Bank (Lim.)  
v. Carr—Carr v. the Al-  
liance Bank (Lim.)  
Galton v. Ching  
Re Beauchamp—Johnson v.  
Beauchamp  
Garrard v. Bailey  
Newby v. Sharpe  
Holliday v. Heaton  
Pennington v. Brinsop  
Hall Coal Co. (Lim.)  
North London, &c., Rink  
Co. v. Burrows  
Simpson v. Balmain  
King v. Manley  
Titshall v. Gardiner  
De Saint Marie v. Mac-  
donnell  
Collett v. Tylecott  
Ramsay v. Shutt  
McHenry v. Mackenzie  
Re Walmisley, deceased—  
Harris v. Perry  
Roberts v. Foulkes  
Smith v. Vestry o St.  
Pancras  
Preston v. Ethrington

Macfarlane v. Lister  
Harris v. Hoare  
Norris v. Fowler  
Hartley v. Owen  
Wooler v. Mountague  
Kitchen v. Palmer  
Fraser v. Bothams  
Porter v. Baddeley  
Bell v. Charlton  
Rayment v. Dimbleby  
Swindell v. Birmingham  
Syndicate (Limited)  
Re Farley (deceased) —  
Hallett v. Hunt  
Atkinson v. Mason  
Birmingham Syndicate  
(Limited) v. Swindell  
Pentham v. Humphreys  
Mawlam v. Busby  
Coleman v. Lloyd  
Wiles v. Stace  
Whitworth v. Lancashire,  
&c., Railway Company  
Whitworth v. Longbottom  
Ratcliff v. Ratcliff  
Blackburn v. Carlton  
The Alliance, &c., Building  
Company v. Bent  
Re Laity (deceased) —  
Laity v. Laity  
Roddard v. Cooke  
Harrison v. Pearce  
Cory v. Ker  
Re Ross—Cundall v. Ross  
Re Meynell—Meynell v.  
Wright  
Wadsworth v. Brown  
Stewart v. Hopper  
Ashton v. Stock  
Rde v. Vyse  
Gael v. Gibb  
British Dynamite Com-  
pany (Limited) v. Krebs  
Re Young—Young v. Dol-  
man  
Phipp v. Gifford  
Isaac v. Wall  
Heard v. Heard  
Dawson v. Dawson  
Surtees v. Malet  
Re Walker's Estate —  
Church v. Tyacke  
Aldridge v. Aldridge  
Stevens v. King  
Ellas v. Griffith  
Allen v. Bewsey  
Rose v. Rose  
Gosset v. Campbell  
Frost v. Frost  
Moses v. Gillespie  
Kemp v. Bird  
Hulbert v. Briggs  
Bacon v. Bacon  
Re Hatley, deceased—  
Green v. Campbell  
Lonsdale v. Lonsdale  
Moat v. Smith  
Attorney-General v. Tom-  
line  
Re Warren's Estate—War-  
ren v. Tucker  
Evans v. Williams  
Graham v. Prosser  
Smith v. Le Riche

Thorp v. Morley  
Dodson v. Richardson  
Johnson v. Dallas  
Shirley v. Simmins  
Re Liddell—Liddell v. Car-  
mi hae  
Frest v. Sylvester  
Raven v. Burnyeat  
Re Lindo — Mocatta v.  
Lindo  
Goad v. Denny  
Payne v. Williams  
Williams v. Williams  
Besley v. Smith  
Wroe v. Dimdale  
Axtley v. Brown  
Fielding v. Charlton  
The P. and O. Steam, &c.,  
Co. v. Bain  
Re Beamish—Beamish v.  
Taylor  
Re Atkins — Isworth v.  
Lane  
Traliving v. Beaumont  
Re Nichols — Nichols v.  
Nichols  
Hatfield v. Minet  
Hanks v. Boulton  
Booth v. Durose  
Dearlove v. Beeton  
Pille v. Hale  
Woodrick v. Harris  
Eales v. Goodchild  
Re Austin—Austin v. Ma-  
son  
Mainprice v. Pearson  
Glegg v. Maingrill  
Wrighton v. Stuckfield  
Jagger v. Horsfall  
Matthews v. North Essex  
Building Society  
Mountney v. Hopkinson  
Mugrove v. Roberts  
Re Philpot, deceased—  
Philpot v. Watson  
Davies v. Jenkins  
Grave v. Ditchfield  
Hinton v. Staff  
Chapman v. Smith  
Smith v. Chapman  
Grenier v. Rappolt  
Walker v. Bannister  
Goldamir v. McDougall  
Lee v. Swinburne  
White v. Price  
Barlow v. St. John  
Griffiths v. Jones — Re  
Jones—Jones v. Jones  
Hall v. Wake  
Grézier v. Taylor  
Re Brown — Wilson v.  
Brown  
Cartwright v. Burrell  
Dawber v. Roy  
Foljambe v. Workson  
Board of Health  
Simmins v. Shirley  
Platt v. Kershaw  
Lawton v. Ward  
Palmer v. Cook  
Rushmore v. Foster  
Prothero v. Fox  
Trinder v. Edwards

N.B.—This list contains Causes set down to Jan. 5  
inclusive.

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Rolls of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday... Jan. 20	Teesdale	Ward
Monday..... 22	Pemberton	Leach
Tuesday..... 23	Ward	Latham
Wednesday... 24	Cloves	Leach
Thursday..... 25	Ward	Latham
Friday..... 26	Pemberton	Latham
Saturday..... 27	Cloves	Leach

	V.C. Malins.	V.C. Bacon.
Saturday... Jan. 20	Leach	King
Monday..... 22	Merivale	Holdship
Tuesday..... 23	Milne	Teesdale
Wednesday... 24	Merivale	Holdship
Thursday..... 25	Milne	Teesdale
Friday..... 26	Merivale	Holdship
Saturday..... 27	Milne	Teesdale

	V.C. Hall.	Certificates of Sale and Transfer.
Saturday... Jan. 20	Merivale	Holdship
Monday..... 22	King	Teesdale
Tuesday..... 23	Farrer	Pemberton
Wednesday... 24	King	Milne
Thursday..... 25	Farrer	Cloves
Friday..... 26	King	Farrer
Saturday..... 27	Farrer	Ward

The Easter Vacation will commence on March 30,  
and terminate on April 3, both days inclusive.

## PROMOTIONS AND APPOINT- MENTS.

NOTA BENE.—Information intended for publication under  
the above heading should reach us not later than Thurs-  
day morning in each week, as publication is otherwise  
delayed.

MR. JOHN TALIESIN DAVIES, solicitor, Neath,  
Glamorganshire, has been appointed by the Lord  
Chancellor a Commissioner to administer Oaths  
in the Supreme Court of Judicature, England.

## THE GAZETTES.

### Professional Partnerships Dissolved.

Gazette, Jan. 5.

STEVENS, HASELWOOD, and STEVENS, solicitors, Brighton  
(William Stevens, James Edmund Haselwood, and William  
Stevens, jun.), Dec. 31

### Bankrupts.

Gazette, Jan. 12.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.  
BRUNJES, MARTIN, surgeon, Brook-st., Grosvenor-sq. Pet. Jan.  
11. Reg. Pepsa. Sur. Jan. 31  
DASHWOOD, CAPTAIN CHARLES HENRY, out of England. Pet.  
Jan. 8. Reg. Brougham. Sol. Chubb, Pancras-la. Sur. Jan. 20  
WIGG, EDWARD JAMES, Langford House, Goose-green, Puck-  
ham. Pet. Jan. 8. Reg. Brougham. Sol. Lockyer, Gresham-  
bldgs. Sur. Jan. 30  
FARNELL, WILLIAM, auctioneer, Gresham-bldgs, Basinghall-st.  
Pet. Jan. 8. Reg. Brougham. Sols. Ashurst and Co., Old Jewry.  
Sur. Jan. 28

To surrender in the Country.

CHILDS, THOMAS, gentleman, Beaufort House, Ham. Pet. Jan.  
8. Reg. Bell. Sur. Feb. 1  
CLIFFORD, MONTAGUE, and ROGERSON, JAMES GREEN, yarn  
agents and manufacturers, Manchester. Pet. Jan. 10. Reg.  
Kay. Sur. Jan. 28  
CROFT, HENRY, currier and leather merchant, Bristol. Pet.  
Jan. 8. Reg. Harley. Sur. Jan. 23  
FOSTER, JOSEPH PERSHOUSE, metal dealer, Mowley, and Bir-  
mingham. Pet. Jan. 8. Reg. Cole. Sur. Jan. 20  
HOLLIDGE, WILLIAM JAMES, and SMALLBRIDGE, THOMAS, jun.,  
builders, Portland-st., and South Norwood. Pet. Jan. 8. Reg.  
Rowland. Sur. Jan. 23  
KAYE, WILSON, builder, Barnsley. Pet. Jan. 9. Reg. Bury.  
Sur. Jan. 26  
PILSON, JAMES, wine and spirit merchant, Cambridge. Pet.  
Jan. 8. Reg. Eaden. Sur. Jan. 23

Gazette, Jan. 16.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.  
BORRAS, THOMAS, brick agent and builder, King-st., Cheapside.  
Pet. Jan. 12. Reg. Keene. Sur. Jan. 20  
SELBY, THOMAS, gentleman, Great Russell-st. Pet. Jan. 12.  
Reg. Keene. Sur. Jan. 20  
WILLIAMSON, J., coal merchant, Regent-st., trading as the West-  
minster Coal Company. Pet. Jan. 12. Reg. Keene. Sur. Jan. 20

To surrender in the Country.

BARKER, WILLIAM, printer, Liverpool. Pet. Jan. 13. Reg.  
Watson. Sur. Jan. 26  
BETTANBY, WILLIAM (trading as Jenkins, Porton, and Co.),  
china manufacturer, Stoke-upon-Trent. Pet. Jan. 2. Reg.  
Keary. Sur. Jan. 31  
COMBS, GEORGE, timber merchant, Manchester, and Rusholme.  
Pet. Jan. 12. Reg. Lister. Sur. Feb. 15  
DASHWOOD, FREDERICK, builder, Bournemouth. Pet. Jan. 12.  
Reg. Dickinson. Sur. Jan. 20  
HAW, JAMES, innkeeper, Scarborough. Pet. Jan. 12. Reg.  
Woodall. Sur. Jan. 20  
JERKINS, HENRY, china manufacturer, Stoke-upon-Trent. Pet.  
Jan. 2. Reg. Keary. Sur. Jan. 31  
ROSE, GEORGE CLARK, telegraph clerk, Barnes. Pet. Jan. 8.  
Reg. Willoughby. Sur. Feb. 2

### Bankruptcies Annulled.

Gazette, Jan. 12.

HARRIS, H. WALPOLE V., clerk in holy orders, Llandafelley,  
Feb. 27, 1876

### Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the  
Dividends.

Chapple, J. E. outfitter, second and final, is 4d. At Trust A.  
McDowall, 31A, Watling-st.—Molesworth, J. classic web manufac-  
turer, second and final, is 1d. At Trust H. Tarrant, Market-st.,  
Leicester.—Venn, J. J. victualler, first, 10s. At Trust H. Rolland,  
10, South John-st.—Liverpool.—Watson, T. A. victualler, first and  
final, is 1d. At Trust J. S. Barnfather, 15, East-parade, Leeds.

INSOLVENTS' ESTATES.

Apply at the Provisional Assignee's Office, Portugal-street,  
Lincoln's-inn-fields, between the hours of eleven and two  
on Tuesdays only.  
Brothers, J. vicar of Brabourne, Murray-st., Camden-town,  
is 7d.

### Orders of Discharge.

BANKRUPTS' ESTATES.

Gazette, Jan. 9.

ABRAHAM, JACOB, tailor, Liverpool  
DAVENPORT, JOHN, tea merchant, Little Tower-st., and the Gar-  
dens, Peckham Rye

Gazette, Jan. 12.

HILL, JAMES BOARDMAN, lard refiner, Liverpool  
LOE, HENRY JOHN, builder, Ryde, Isle of Wight

### Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 12.

ATHERTON, JOHN GASKIN, and HENNEY, THOMAS JOHN, wine  
merchants, Birkenhead. Pet. Jan. 9. Jan. 25, at twelve, at  
offices of Sols. Seabright, Green, and Thompson, Birkenhead  
BARWELL, JAMES, builder, Barking. Pet. Jan. 5. Jan. 23, at  
eleven, at office of Sol. Preston, Mark-la  
BEDFORD, JOSEPH, iron merchant, Sheffield. Pet. Jan. 8. Jan.  
26, at one, at the Royal hotel, Sheffield. Sols. Graves and  
Allen, Sheffield  
BENSUSAN, ABRAHAM LEVY, bottle merchant, Bishopsgate-st.  
within. Pet. Jan. 5. Jan. 23, at eleven, at offices of G. Ash-  
down, 18, Gresham-street. Sol. Lane, Gresham-st  
BRADBURY, DANIEL, painter, Manchester. Pet. Jan. 9. Jan. 24,  
at three, at office of Sol. Elton, Manchester  
BROUGH, CHARLES, farmer, Butterwick. Pet. Jan. 6. Jan. 23,  
at eleven, at office of Sol. Wile, Boston  
BROWN, HENRY, cooper, West Retford. Pet. Jan. 4. Jan. 23,  
at eleven, at office of Sol. Bladen, Gainsborough  
BUTLER, HENRY, builder, Great Western-terrace, Westbourne-  
park. Pet. Jan. 9. Jan. 27, at one, at office of Sol. Copp, Essex-  
st, Strand  
CLARK, HENRY, outfitter, Holbeach. Pet. Jan. 6. Jan. 22, at  
two, at the Crown inn, Holbeach. Sol. Gaches, Peterborough  
COLE, EDWIN, fruiterer, Kidderminster. Pet. Jan. 8. Jan. 23,  
at three, at offices of Sols. Corbet and Co., Kidderminster  
COOK, GEORGE PHILIP, jun., builder, Haguenet, Bethnal-green.  
Pet. Jan. 8. Jan. 23, at three, at office of Sol. Ponson, Jan.  
Raymond-bldgs, Gray's-inn  
COTTELL, JAMES, saddler, Bristol. Pet. Jan. 6. Jan. 22, at  
eleven, at office of Sol. Roberts, Bristol  
CROFT, JOHN LUMLEY, poultry dealer, Sunderland. Pet. Jan. 9.  
Jan. 25, at eleven, at office of Sol. Hall, Sunderland  
CURRIE, EDWARD JOSEPH, coffee-house keeper, Weedington-rd,  
Kentish-town. Pet. Jan. 8. Jan. 22, at three, at office of Sol.  
Jourdain, Ludgate-hill  
EVEN, ALBERT, contractor, Vauxhall-walk, Lambeth. Pet.  
Jan. 8. Jan. 24, at twelve, at office of Sol. Hawkins, Chancery-la  
FARNER, JOHN, farmer, Tumpford. Pet. Jan. 8. Jan. 30, at  
eleven, at offices of Sols. Mitchell and Webb, Bedford



McVEY, HUGH, boot manufacturer, Kirkcaldy, near  
P. Feb. 13, Jan. 29, at three, at office of Sol.  
Teebay, Weymouth.

MACQUIRE, JOSEPH COLLIER, window blind maker, B.  
P. Feb. 13, Jan. 31, at three, at office of Sol. Scott,  
Manchester.

MAIR, THOMAS, bricksetter, Farnworth, P. Feb. 13,  
at three, at office of Sol. Gowercroft, Bolton.

MILLIGAN, THOMAS, tailor, Gouceford, P. Feb. 13,  
at one, at office of Sol. Wilson, Newcastle-on-Tyne.

MARTIN, HENRY GEORGE, grocer, Barnardston, P. Feb. 13,  
at three, at office of Sol. Tennant, Manley.

MORGAN, RICHARD, licensed victualler, W. Ward, N.  
Jan. 29, at three, at the Clarendon hotel, Watford, N.

Sol. Salisbury, at Strand.

MOLL, JOHN WILLIAM, cutter, Pomeroy-st., Old Kent  
Rd., P. Feb. 13, Jan. 29, at twelve, at  
Montagu, Bucklebury.

NEIL, PHILIP, gentleman, South Bank, Regent-st., N.  
3, Jan. 29, at two, at office of Sol. Grant, Finsbury.

NORRIS, JOHN, beerhouse keeper, Stamford-st., N. 4, N.  
10, at three, at office of Sol. Tennant, Manley.

ONIONS, ISAAC, and BAILEY, WILLIAM, lace com-  
bining, P. Feb. 11, Jan. 29, at eleven, at  
Kingshall.

Sol. Sirk, Wolvichampten.

PETTER, THOMAS SYDNEY, merchant, Bishopsgate, N.  
P. Feb. 11, Jan. 30, at eleven, at office of Sol. Ash-  
chinn.

PRESSER, CHARLES, innkeeper, Bishopsgate, P. Feb. 13,  
at twelve, at office of Tribes, Clarke, and Oxley,  
N. 10, at three, at office of Sol. Tennant, Manley.

PRATT, JOHN, draper, Beverley, P. Feb. 13, Jan. 29,  
at three, at office of Sol. Shepherd, Crust, Todd, and Milnes,  
Pell, James, oil man, Twickenham, P. Feb. 13, at  
two, at office of Sol. Lay and Scott, Great Newington.

PARTIDGE, FREDERICK JOHN, who's-ale w. and  
Gracechurch-st., Camen-gate-rd., Kensington, and  
near Thirk. P. Feb. 13, Jan. 29, at two, at  
George yard, Lombard-st. Sol. Vallance, at Victoria.

RICHARDSON, HENRY FERDINAND, commission agent,  
church-st., P. Feb. 12, Jan. 31, at two, at  
Linklater and Co., Walbrook.

ROPER, JOSEPH, cotton spinner, Orrell, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

ROBERTS, JOHN, blacksmith, Riby-gwaia, P. Feb. 13,  
Jan. 4, Jan. 23, at twelve, at the Wynyard Arms,  
Sol. Pwllhelin, Fala.

REED, JOHN, BUTCHER, builder, Bishopsgate, N. 10,  
P. Feb. 13, at half-past three, at office of Sol. Ash-  
chinn, derland.

RADGIE, JOSEPH, haberdasher, South Shields, P. Feb. 13,  
at ten, at office of Sol. Blair, South Shields.

REYNOLDS, JOHN, grocer, Finsbury, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

ROACH, ROBERT, baker, Aston New Town, New Kent  
P. Feb. 11, Jan. 31, at three, at office of Sol. Blair,  
Buckley, Birmingham.

SAURIN, WILLIAM, wine merchant, Swansea, P. Feb. 13,  
at three, at office of Tribes, Clarke, and Oxley, N. 10,  
at three, at office of Sol. Tennant, Manley.

SCHULTZ, SAMUEL, grocer, Shrewsbury, P. Feb. 13, at  
eleven, at office of Sol. Clarke, Shrewsbury.

STANWICK, HARRY, engineer, Leeds, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

SCAFFE, JOHN, beerhouse keeper, Leeds, P. Feb. 13,  
at three, at office of Sol. Pailley, Leeds.

SANDERSON, JOSEPH, farmer, p. 10, Northampton, P. Feb. 13,  
at two, at office of Sol. Pailley, Northampton.

SALMON, WILLIAM, brewer, Sol. Farnham, Darnley, N.  
11, Jan. 23, at eleven, at office of Sol. Carr, Durham.

STEELE, JOSEPH, blacksmith, Stoke-upon-Trent, P. Feb. 13,  
Jan. 27, at eleven, at office of Sol. Tennant, Manley.

SAUNDERS, RICHARD, agent, Nottingham, P. Feb. 13,  
at three, at office of Sol. Tennant, Manley.

STOKES, JOSEPH CHARLES, coal dealer, New Bedford, N.  
11, Feb. 2, at four, at office of Sol. Fraser, Nottingham.

SIMON, CAMILLE MARIE EUGENE, brewer, P. Feb. 13, at  
eleven, at office of Sol. Tennant, Manley.

SWAN, JAMES, brewer, P. Feb. 13, at three, at office of Sol. Tennant, Manley.

SCOTT, GEORGE, brewer, Dalton-in-Furness, P. Feb. 13,  
at two, at the Temperance Hall, Ulverston. Sol. Pailley, N. 10.

STOKES, JOHN, chemist, Altrincham, P. Feb. 13, at  
eleven, at office of Sol. Tennant, Manley.

SMITH, HARRY ANN, grocer, Farnham, near Garsington, P. Feb. 13,  
at three, at office of Sol. Tennant, Manley.

SMITH, HENRY, builder, Southampton, P. Feb. 13, at  
eleven, at office of Sol. Threlkeld, Southampton.

SPARKS, RICHARD, enamel-er, W. Wilmington-st., P. Feb. 13,  
at three, at office of Sol. Tennant, Manley.

STANFORD, WILLIAM WALLACE, innkeeper, North Shields, P. Feb. 13,  
Jan. 11, Jan. 31, at one, at office of Sol. Dar, near  
Taylor, ROBERT, builder, Langley Park, P. Feb. 13, at  
four, at office of Sol. Hope, Sunderland.

TAYLOR, WILLIAM, contractor, Theobald, P. Feb. 13, at  
two, at office of Sol. Tennant, Manley.

THOMAS, HENRY, innkeeper, Carlisle, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

THORNTON, JOHN HENRY, general dealer, Liverpool, N.  
11, Jan. 23, at two, at office of Sol. Tennant, Manley.

TILLY, JACOB, P. Feb. 13, at three, at office of Sol. Tennant, Manley.

VILLE, ELIZABETH, dressmaker, Lower Farnham, P. Feb. 13,  
at one, at office of Sol. Tennant, Manley.

VINCENT, GEORGE JULIUS, corn merchant, Weymouth, P. Feb. 13,  
at three, at office of Sol. Tennant, Manley.

WINGATE, STEPHEN, chemist, Gloucester, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

WILSON, WILLIAM, innkeeper, North Shields, P. Feb. 13, at  
two, at office of Sol. Tennant, Manley.

WARNER, FREDERICK WILLIAM, ironmonger, Guss, N.  
P. Feb. 13, Jan. 31, at twelve, at the Green Jays, N. 10.

WHITAKER, JAMES, cutter, N. York, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

WATSON, JAMES, horse dealer, Nottingham, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

WELSH, HENRY, innkeeper, Tottenham, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

WILKINSON, HENRY, watchmaker, Accrington, P. Feb. 13, at  
three, at office of Sol. Tennant, Manley.

WILLIAMS, WILLIAM, traveller, Hoole, P. Feb. 13, at  
two, at the Bee hotel, Rhyl. Sol. Tennant, Manley.

WELSH, JAMES, out of business, Cambridgeshire, P. Feb. 13,  
at three, at office of Sol. Tennant, Manley.

Sols. Walker, Mowden, and Son, Southampton-st., E. 10, square.

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### BIRTHS, MARRIAGES, AND DEATHS.

CROSBY.—On Dec. 2, at Barnaby, the wife of George  
Crosby, of a daughter.

DRAKE.—On the 10th inst., at St. Paul's Church,  
Thomas Drake, solicitor, Macclesfield, of a  
daughter of the late John Menden, of Highlands Farm,  
(Lancashire).

COLLISON.—On the 10th inst., at his residence, 1, New  
Place, Farnham, of a daughter.

DRAKE.—On the 10th inst., at St. Paul's Church,  
Thomas Drake, solicitor, Macclesfield, of a  
daughter of the late John Menden, of Highlands Farm,  
(Lancashire).

DRATHS.

## To Readers and Correspondents.

Notice of the "Law Copying Office for the Employment of Women," which appeared in last week's *LAW TIMES*, the name of the lady principal should have been "Mrs. Sumner."

Our communications are invariably rejected.

Communications must be authenticated by the name and address of the writer, and sent to the Editor, as a guarantee of good faith.

Communications intended for the Editor (SOLICITORS' DEPARTMENT) should be addressed, and similarly in the case of the Editor (LAW STUDENTS' DEPARTMENT).

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the Judges of Appeal find that their work grows rapidly, and the arrears will soon become formidable. We sincerely trust that the authorities will provide against a deadlock in the Court of Appeal, and not by procrastination afford further food for judicial criticism and professional complaint.

READERS of Austin's Jurisprudence are familiar with the long examination of the definition of a State contained in that treatise. The Master of the Rolls, in the case of *Cadell v. Earle*, which was decided on the 22nd inst., had a kindred question for his decision. A testator had in his will, which was dated in 1829, directed his executors to appropriate a sum of money for a certain object, and gave them power to invest it "in or upon any of the Government securities, or upon any of the stocks or funds of the Government of the United States of America, or of the Government of France, or of any foreign government." The court was called upon in an administration suit to say whether the trustees were justified in investing in bonds of the States of New York, Georgia, and Ohio. It was contended that the investment was *ultra vires*, inasmuch as the only governments expressly mentioned in the will were supreme governments, from which it must be inferred that by "any other foreign government," was meant none other than supreme governments, having the right of making war or peace. His Lordship did not agree with this contention, but on the other hand decided that the investments were made with authority. "It would be going too far," said His Lordship, "to say that the power of making peace and war was the criterion of government contemplated by the testator. The Kingdom of Bavaria is more subordinate to the German Empire than any State in America to the Federation of the United States; yet who would say that the Kingdom of Bavaria was not a foreign government within the meaning of the will?" From these remarks, it will be at once seen that the Master of the Rolls thought that the "foreign government" contemplated by the testator was not that which would be recognised as such in International Law, and in the intercourse of nations. According to his view, the words meant the government of any country not within the jurisdiction of this country. Since each of the States of the Union has a government of its own, they were clearly, according to this view, adopted, foreign governments within the meaning of the will. The case affords an example of a difficulty frequently experienced in courts of law, that of assigning to words of every day use their appropriate meaning.

THE point of practice raised before the Court of Appeal, on the 24th inst., in the case of *De Bergue v. The Rosslare Harbour Commissioners*, affects all appellants from the decision of a Judge sitting in the Common Law Division without a jury. The Chancery practice in such appeals is well known. The appeal, upon both fact and law, is direct to the Court of Appeal. When a litigant wishes to appeal upon the facts and law from the decision of a Judge sitting in a Common Law Division, one of two courses, it may be argued, are open to him. It may be said that he is at liberty to go direct to the Court of Appeal upon both facts and law, or that his proper course is, first of all, to apply in a divisional court for a new trial according to the usual course in the case of a trial with a jury. Lord Justice Mellish thought that the most convenient course would be as in Chancery. The Lord Chief Justice, however, upon looking to the rules, did not think that there could be imported into the Common Law Divisions the Chancery course of proceedings without express provision for the purpose. Hence it was agreed, and in this the members of the Court of Appeal appear to have been unanimous, that under the rules as they stand an application for a new trial must still be made in such a case to the Divisional Court, and that it is only open to a party to appeal directly to the Court of Appeal on the judgment as entered by the judge as his own opinion on the finding as to the facts, that is, to appeal upon the law. It is much to be regretted that the Court of Appeal was not able to come to another conclusion, for, as it was suggested by Lord Justice Mellish, it is often a matter of great difficulty on an appeal to distinguish what is matter of law and what matter of fact. Hence the greater convenience of having only one appeal. But there is another serious aspect to this decision, and that is that the necessity of this additional step in the appeal will cause a longer delay and more litigation than in the very same case in the Chancery Division. That this was not the intention of the Judicature Act may be safely conjectured. Indeed, in the celebrated case of *Sugden v. Lord St. Leonards*, it was held that where a cause in the Probate Division has been heard before a judge without a jury, the evidence being given *vis à voce*, the parties may, if they please, apply for a rehearing under rule 60 of the Probate Court Orders of July 1862, or they may, without doing so, appeal from the decision of the judge on the facts, as well as on the law direct to the Court of Appeal. In that case it was argued that in order to obtain a new trial of a cause tried in a Common Law Division before a judge without a jury, an application must be made for the purpose to a divisional court. To this Lord Justice Mellish replied that "In the Court of Chancery there was always an appeal on the facts."

## The Law and the Lawyers.

Anticipations generally expressed that the new Courts of Appeal would very soon find the work too much for them, have been justified. The numerous Bench which has been found necessary for the decision of the Folkestone Ritual case is proof of the expense of the suitors in Chancery and bankruptcy, and of the Chancery Division of the Court of Appeal being suspended. But even without any such distraction

as the law. Now the same rules apply to all divisions of the High Court." And Lord Chief Justice Cockburn in delivering the judgment of the court said: "I think we have all now come to this conclusion, that it is optional with the parties if they think it would be advantageous that the judge should reconsider the evidence with a view to the decision of the facts, to apply to him for that purpose, but it is not obligatory on them to do so. They may, if they please, treat his decision on the facts as a final decree in the case and appeal from it at once." How are these expressions to be reconciled with the observations made in *De Bergus v. The Rosslare Harbour Commissioners*?

MANY points in the law of carriers have been lately under the consideration of our courts. One of the most recent cases came before the Common Pleas Division on Monday last (*Smith v. Great Western Railway Company*). This was a case stated by the County Court Judge at Kidderminster. The facts were simply these. The plaintiff was a passenger from Worcester to Kidderminster by the defendants' railway. On arriving at his destination by rail he gave his luggage to a porter to put in the omnibus expected there on the arrival of the train. No omnibus, however, was in waiting. The plaintiff noticed this, and pointed out the fact to the porter, who thereupon said, "I will take care of your luggage till the bus comes up, and will then put it in the bus to follow you." This was agreed to, and the plaintiff gave up his ticket and left the station. Before the omnibus was able to take the luggage a bag, part of the luggage, left in the charge of the porter, was lost. The plaintiff thereupon brought an action against the railway company to recover the value of the lost bag. The County Court Judge, at the trial, was of opinion that the porter had exceeded his ordinary duty as a porter, and that the plaintiff had no knowledge that he was so exceeding. He directed a verdict for the plaintiff accordingly. After argument in the Common Pleas the Court held that the plaintiff had so acted as to put an end to the duty of the defendants towards him in any point of view; and that although the railway company had held the luggage as carriers, their liability on that head ceased when the plaintiff assented to the porter taking care of the luggage for an indefinite time. By so doing he assented to a new contract, and made the porter his servant. Here two questions may be raised: First, was the original contract with the defendants at an end before the loss? Secondly, if so, was the porter acting within the apparent scope of his authority when he received the luggage and undertook to put it on the omnibus? Upon the first question both Courts appear to have agreed that the original contract was determined. They differed in their answer to the second query. The question of apparent authority, if raised at all in the Court above, was decided in favour of the defendants. Upon the evidence before us, which may or may not be complete, this seems no more than a natural consequence.

A QUESTION of practical importance in bankruptcy law was raised on the 19th inst. in the Common Pleas Division, in the case of *Brown v. Breslawer*. An action was brought at the Hereford Summer Assizes to recover money paid on a bail bond with respect to the collision of a ship with another vessel. The defence set up was that the defendant had compounded with his creditors, and that the plaintiff had been an assenting party to the composition. It appeared at the trial that the plaintiff had only been scheduled as A. B. & Co., whereas he had attended and proved as A. B.; A. B. and A. B. & Co. being the same. The plaintiff had come in under the composition and proved. He had also received instalments of the dividends. The plaintiff's claim in the action was for 586*l.*; he had proved for rather more than 1000*l.* The amount which the plaintiff now tried to recover appeared neither in the statement of the debtor, nor in the proof of the creditor. It was admitted that the amount had not been made the subject matter of any composition. Was the debt under the security barred? In determining this question reference was made to two well-known sections of the Bankruptcy Act, 1869, namely, the 31st and 126th. The former section provides, with certain exceptions which do not affect the present case, that all debts and liabilities, present or future, certain or contingent, to which a bankrupt is subject at the date of the order of adjudication, shall be debts provable in bankruptcy; and by rule 270 all debts provable under bankruptcy are provable in composition. The case was practically decided by *Campbell v. Im Thurn* (L. T. Rep. 1 C. P. Div. 267). In that case, to an action brought by the plaintiffs to recover a debt, the defendants pleaded, as in *Brown v. Breslawer*, that the plaintiffs were parties to an agreement under the Bankruptcy Act 1869, whereby a composition was accepted. A trustee was appointed, and money equal to the composition was paid to him for distribution. The plaintiffs' debt was not inserted in the statement of debts, but they came in, made a claim, and agreed to take the composition. "It seems to me that there are two kinds of creditors," said Mr. Justice BARNES, "who may be bound by a composition under the sec 36th of the Bankruptcy Act 1869];

those who are bound because they have agreed to be and those who are bound though they have not agreed. . . . If the non-assentients are to be bound, conditions must be fulfilled; and amongst other it is provided that the provisions of a composition, &c., be binding on all the creditors whose names and addresses the amount of the debts due to whom are shown on the statement of the debtor. I read that provision as applicable only to the case of persons who have not agreed to be bound, and not to the case of creditors who agree to accept the composition. . . . It seems to me that the plaintiffs here cannot be said to be parties to an agreement for a composition of 5*s.* in the pound under the 36th section of the Act." Mr. Justice LINDLEY thought this construction of the section a true construction, and was of opinion, inasmuch as there were two classes of creditors, namely, assentient and non-assentient, the negative words in the section apply to the latter class. Judgment was given for the defendant. The court came to the same conclusion in *Brown v. Breslawer*. In that case was an entry of the name and address of the plaintiff but an inaccurate entry of the amount of the debt. COLERIDGE pointed out that in such a case, a creditor was without his remedy, for there were rules provided by which a mistake could be set right. Besides, it was contrary to the policy of the law to contend that a particular creditor knew that proceedings were going on, and that he, in claiming, might content himself with an imperfect proof, afterwards step in and claim in full for a contingent liability which he refused to have valued at the time. In the case Mr. Justice GROVE, "A composition would be an idle ceremony such creditor was, so to speak, to play his own game, and keep secret from his brother creditors debts which he reserved." This cannot be done under a composition any more than in bankruptcy. The effect of the above decisions is to be to make creditors careful not to content themselves with imperfect proofs in the hope that they may avail themselves of their reserved securities.

THE Judges are evidently not of one mind on the question of the Judges' notes on County Court appeals. We recently stated that the Common Pleas Division had intimated that the 5th section of the County Court Act of 1875 is imperative, and that the County Court must furnish a note, whether he was required at the trial to take one or not, and went so far as to say that the Judge took no note he must give the best he could in memory. This struck us as importing words into the Act inconsistent with words already there. We are now to see that this view has been taken by the Queen's Bench Division, in the case of *Mawby v. Shillaker*, on appeal from the County Court. As this is a matter of everyday practice, we append the *Times*' report of the discussion:

MR. GRAHAM moved, by way of appeal, on behalf of the plaintiff, but he had not at present the notes of the County Court Judge who tried the case. He would ask the court for a rule to compel the Judge to provide notes, and also to adjourn the case until the notes had been furnished. This was the last day for moving.

MELLOR, J.—Did you ask the judge to take a note of the questions you wished to raise?

MR. GRAHAM stated that he made the regular application for the judge's notes at the end of the case, who said he would provide him a copy; the next day, however, the registrar wrote to the solicitor that no question of law was raised at the trial, and that the plaintiff had not been asked to take notes. A correspondence ensued on the subject, and in the end, although the notes had not been positively furnished, they had never been furnished.

LUSH, J.—When did you ask the judge for the notes?

MR. GRAHAM said he asked for them when the judge had given his decision.

LUSH, J.—That was after the trial. What questions of law were raised?

The learned counsel then went into the facts of the case, and read to the Bench an affidavit filed in the cause, wherein the principal facts were set out.

MELLOR, J., said he could see no question of law in the case as stated by the learned counsel; and

LUSH, J., after perusing the affidavit, said he concurred that there was no question of law.

MR. GRAHAM said he was not at the trial himself, but that the plaintiff's counsel had asked the judge for his notes, who said he would give them.

MELLOR, J.—He should have requested the judge to take a note of his objection at the time he raised it, or at least that the judge should embrace the questions on which he wished to appeal.

Their LORDSHIPS refused the rule.

In our last week's issue we referred to one aspect of the case in *Warner v. Murdock*, which will be found reported in the *Law Reports* for the present week. Our remarks upon this important decision of the Court of Appeal were so brief that we thought an apology is necessary for a short examination of the decision. An action was brought praying that a policy of insurance had been effected upon the life of a testator might be declared null and be delivered up to be cancelled on the ground that the

ained by misrepresentation; a cross action was brought to over the amount secured by the policy. The two actions were solidated, and the Master of the Rolls ordered that they should be tried before a special jury. An application was made to the Master of the Rolls that the action should be tried before himself, with a jury. His Lordship refused application, deciding, upon the authority of Vice-Chancellor HALL, in *Clarke v. Cookson* (34 L. T. Rep. N. S. 646), that a Judge of the Chancery Division cannot try a case with a jury. The Court of Appeal has affirmed this decision. provided by Order XXXVI., rule 1, that there shall be no local venue for the trial of any action, but when a plaintiff proposes to have the action elsewhere than in Middlesex, he shall in his statement of claim name the place where he proposes the action shall be tried, and that where no place of trial is named in the statement of claim, the place of trial shall, unless a judge otherwise orders, be the County of Middlesex. "It seems to me," said Lord Justice JAMES, "that by the same course is to be pursued in all the divisions of the Court. If the case is a country case it should be tried at assizes, if a London case it should be tried at the London sittings, if a Middlesex case at the Middlesex sittings. All actions for trial should be set down in one general list, but regard to the division in which they have been commenced, each action should be tried by that particular Judge to whom duty should be allotted of trying actions upon the day on which it comes on in its turn for trial." It was asked on behalf of appellants, if it is the law that all actions to whatever division they belong are to be tried in the above way, what right has the Probate Division to try questions of fact with a jury? We assume that the Probate Division lays claim to no such right. obvious that the continuance of the practice in that division since the Judicature Acts came into operation has been due as much to the fact that the full effect of the Acts in this particular has not been ascertained as to any considerations of convenience. things stand, there is no direct authority that the Probate Division may not continue the former practice of trying cases with a jury; but, if a suitor should enter a probate action (which is to be tried with a jury) in the general list of causes to be tried in Middlesex, London, or the country, as the case may be, *Warner v. Lock* goes a long way to show that the Probate Division has lately no control over the action, and that in fact any jurisdiction exercised by that court with respect to jury causes is entirely contrary to the intent of the Judicature Acts.

#### THE COURT OF CRIMINAL APPEAL.

Since the passing of 11 & 12 Vict. c. 78, very serious inconvenience oftentimes attended the administration of the criminal law by reason of there being no court to hear and determine difficult questions of law which might arise during the course of a trial. true that a practice formerly existed by which the presiding Judge of a court of oyer and terminer took, if necessary, the opinion of the jury upon the facts as proved at the trial, and afterwards stated a case for the consideration of the other Judges, and applied the law to the facts as found by the jury, but no means were given for the decisions arrived at, which were therefore of little value except as applied to a particular state of facts. Over, those who most required assistance and superintendence in their judicial work were unable to obtain it. The Court of Quarter Sessions had no power to state a case for the opinion of a superior tribunal; though in old times they occasionally dealt with one of the justices of assize before proceeding to judgment. This condition of affairs was at length remedied by 11 & 12 Vict. c. 78, entitled "An Act for the further improvement of the administration of the criminal law," which, reciting that it was expedient to provide a better mode of settling any difficult question of law which might arise in criminal trials in any court of oyer and terminer and gaol delivery than then in use, enacted that "when any person shall have been convicted of any treason, felony, or misdemeanor, before any court of oyer and terminer, or gaol delivery, or court of quarter sessions, the Judge, or commissioner, or justice of the peace, or the person to whom the case shall have been tried, may, in his or their discretion, reserve any question of law which shall have arisen on the trial for the consideration of the justices of either bench and barons of the Exchequer, and thereupon shall have authority to respite the pronouncement of the judgment on such conviction, or postpone the judgment until such question shall have been considered and decided, as he or they may think fit; and in either case the court in discretion shall commit the person convicted to prison, or take a recognisance of bail, with one or two sufficient sureties, in such sum as the court shall think fit, conditional to appear at such time or times as the court shall direct and receive judgment, or to tender himself in execution, as the case may be."

1). The quorum of Judges to form a court was fixed at five.  
2).  
3).

which is the tribunal which has sat for well nigh thirty years, in accordance with the above statute, to hear and determine appeals in criminal cases. The numerous cases which have been

brought under its cognisance abundantly prove that the interests of justice require that some such court should sit from time to time. The constitution and jurisdiction of the court are not, however, it must be confessed, at all satisfactory, and the present appears to us to be a proper time for pointing out the changes that might conveniently be made. Unfortunately, the Judicature Acts leave things exactly in *statu quo*. By the Act of 1873 (36 & 37 Vict. c. 66, s. 41) no change is made in the court as it has hitherto existed; and by the Act of 1875 (37 & 38 Vict. c. 83, s. 19), the practice and procedure with respect to Crown Cases Reserved remains unaltered, "subject to any rules of court to be made under this Act." No such rules have been made; on the contrary it is expressly provided that the rules in force shall not affect the practice or procedure of, *inter alia*, "criminal proceedings." (Order 62.)

The first consideration is whether the court, as at present constituted, is the most suitable tribunal to hear Crown cases reserved, as they are called, at all, or whether, at all events, an appeal ought not to be allowed in certain cases, to the Supreme Court of Appeal. It is obviously inconvenient—and this is more especially the case now that the judicial staff has been numerically reduced, that five puisne judges should have to sit to form a court to determine points reserved, the majority of which are of a very trivial kind, and that the *Nisi Prius* sittings should have to be either entirely or partially suspended at a time when the arrears of causes are so heavy. Moreover, the practice of the Court for Crown Cases Reserved, where any difference of opinion exists on the Bench, is to have the case reargued before all the judges. The evil of such a procedure has been remarkably illustrated during the last few months. The cases set down for argument last sittings included *R. v. Tatlock* and *R. v. Keyn*, in both of which a different opinion existed on the Bench, and both of which had to be reargued after an immense amount of time had been consumed to no purpose. What subsequently happened is notorious. Some fifteen of the puisne Judges sat together in solemn conclave for a week or more, during which time the business in the three Common Law Divisions and at *Nisi Prius* was necessarily almost at a standstill, and this just prior to the commencement of the summer circuits. A great portion of this time was taken up by discussions among the judges themselves—a circumstance hardly to be avoided in so large an assembly; indeed, when the Lord Chief Justice asked Mr. Benjamin what time he would take to reply, Sir George Bramwell, with considerable humour, replied that the question was one which might be more pertinently put to the Bench. Another still more serious evil which frequently entails great injustice is that the court, as at present constituted, sits but seldom, and a prisoner has sometimes been compelled to undergo a sentence which has afterwards been declared to have been illegally passed. According to the present practice the court only holds sittings on the second Saturday of each sittings, that is to say, the Saturday next but one following Nov. 2nd, Jan. 11th, and so on, and the cases reserved must be set down for argument beforehand. If the list is not exhausted at a single sitting, the court usually meets again on the following Saturday; but no fresh case can be heard unless entered in the list during the sittings. The consequences of such a state of things it is not very difficult to imagine. If a prisoner is convicted of a crime of however trifling a character, in which some point of law has by direction of the presiding Judge been reserved for argument, he may remain in gaol awaiting the decision of the court for a longer time than he would have been otherwise confined had no such point been reserved. Suppose, for instance, the condition of things we have just mentioned should arise at the summer quarter sessions or assizes, and it is obvious that the question of a man's guilt or innocence cannot finally be determined for four or even five months, because no court having jurisdiction will sit. The result is that justices and judges are sometimes deterred from reserving points of law by the consideration that the punishment which the accused will have to undergo, even if a decision should be in his favour, will be greater than the offence, if committed, deserves. It may be urged that under the express provisions of 11 & 12 Vict. c. 78, bail may be taken pending such decision of the Superior Court. But a court is only empowered to take a recognisance of bail, "with one or two sufficient sureties and in such sum as the court shall think fit," and it often happens that the requirements of the statute cannot be fulfilled. Probably no better illustration can be furnished than the case of *Reg. v. Berry* (45 L. J. 123, M. C.), reserved by one of the learned and able chairmen who preside at the Worcestershire quarter sessions. The prisoner was charged and found guilty of stealing a watch on the 23rd Feb. 1876, but a point of law was reserved in his favour. An offer was made to take bail for the appearance of the prisoner, who had, however, no friends present, and was unable to obtain it. Consequently, he had to remain in prison till 21st May, when the conviction was quashed by the Court for the Consideration of Crown Cases Reserved. So that this man, who was declared to have committed no legal offence, suffered a longer, if not so severe, term of imprisonment than he would in all probability have had to undergo if his guilt had not been called in question.



When public opinion is brought to bear on this question a remedy will be demanded and the grievance will cease to exist, just as the Winter Assize Act at once swept away an abuse which had been tolerated so long simply because it had escaped public attention. And in truth the remedy would be as simple as possible. Either transfer the jurisdiction to the Court of Appeal or to one of the Divisional Courts, and the mischief would at once be met. Such cases should, of course, have precedence, and as divisions of these courts sit either daily or at least frequently even during the circuits, no long delay could ensue in having any questions of law decided. If a divisional court of the High Court were entrusted with the hearing, such court might, if thought proper, consist of at least three members; and where a difference of opinion existed, the question might be sent for the determination of the Court of Appeal, in place of all the members of the High Court of Justice. The Court of Appeal would, however, be the preferable tribunal for hearing these cases in the first instance, because of the greater degree of weight attaching to its decisions; and questions of great importance might be argued before five or more of its members. Had this course been adopted in the *Franconia* case, the proceedings would have been shortened, and a vast amount of public time saved. It never can be necessary to summon all the judges to decide a point of criminal procedure in every instance where there has been a slight difference of opinion when the case was first argued. Such a course may have been excusable at a period of our history when the gallows was the punishment assigned for what are now considered comparatively trifling offences, and when on the issue raised the life of an accused person was at stake; but the time for any such precaution has now passed away.

In conclusion we wish to throw out for consideration whether an appeal, on a point of law, ought not to be given as of right in a criminal case, or at all events (which is really much the same thing) a right to have a point reserved. At present it is impossible to review a decision of a criminal court unless the presiding Judge consents to grant a case; and considering that those who preside over our criminal trials are not always versed in legal matters, it can scarcely be satisfactory that they should be permitted finally to determine pure points of law on which the liberty of the subject may depend.

#### POWERS, EXCLUSIVE AND NON-EXCLUSIVE.

In *Re Veale's Trusts* (35 L. T. Rep. N. S. 612), a testatrix, Mary Veale, after bequeathing to her daughter, Mary Elizabeth Veale, a life estate in a certain fund to which she was entitled, gave her a power to appoint such fund "to and amongst her (the testatrix's) other children or their issue in such parts, shares, and proportions, manner, and form as her said daughter should by deed or will direct and appoint; and in default of such direction and appointment, the said testatrix directed that the same should fall into and become part of her residuary estate and effects." The residuary legatee was one William Veale, and the donee of the power had exercised it by appointing the fund by will exclusively to one of her nieces, Emilia Mary Butler, and upon the hearing of the case before the Master of the Rolls, it was contended, on behalf of the petitioners, William Veale's representatives, that the appointment so made was an invalid exercise of the power, which, upon the proper construction of it, was non-exclusive, and that on failure of issue of Mary Elizabeth Veale, and in default of due appointment, the trust fund fell into and became part of the residuary estate and effects of Mary Veale, and therefore legally belonged to the petitioners, and not to Mrs. Butler, who was in possession of it at the time proceedings were taken.

The petitioner's counsel quoted several cases in support of their argument that the words "to and amongst" implied a non-exclusive power, notably those of *Robinson v. Sykes* (23 Beav. 40, see per Lord Romilly, M.R., 49), *Garthwaite v. Robinson* (2 Sim. 43, 48), and *Stodworthy v. Sanicroft* (10 L. T. Rep. N. S. 223, 225). In *Garthwaite v. Robinson*, the Vice-Chancellor, in the course of his judgment, said "The question is whether the words of this power authorise an exclusive appointment? That question turns upon the grammatical construction of the sentence in the will in which the power is given. . . . The word 'amongst' implies that each of the objects should have a share." In *Stodworthy v. Sanicroft* also, a case, which, as observed by the petitioner's counsel, was "almost exactly on all fours" with the one *sub judice*, Sir Richard Kindersley decided that "the conclusion must be that an exclusive appointment was not authorised by the power. . . . The word 'amongst' showed clearly that there was a tenancy in common." Both these cases, however, were distinguished from *Re Veale's Trusts* by the learned Master of the Rolls, on what, with great deference, we venture to think somewhat flimsy grounds. No doubt, as he remarked, and as had been previously observed in *Stodworthy v. Sanicroft*, the decisions on the point are, to a certain extent, conflicting; but, after a careful study of the reports, it is imagined that no one could hesitate in the opinion that the great preponderance of modern authority, at least, is in favour of the construction contended for by the petitioners, and indeed, were

authority altogether wanting, common sense logic and ordinary rules of grammar would seem clearly to indicate that to appoint "to and amongst" a class was non-exclusive and cannot appoint "amongst" one person. Apparently Sir G. was not of this opinion. He has, if we remember, upon previous occasions, expressed a strong dislike for subtle distinctions, and though he here for a moment takes them, the true ground of his decision was that he could not agree with what had been said in the cases to which he referred. Under these circumstances, "I must," he said, "adopt the rule laid down by the House of Lords in *v. Hughes* (8 H. of L. Cas. 571), that on questions of verbal interpretation one Judge is not bound to follow the decisions of another." After careful search through the reports of *Jenkins v. Hughes*, we have been unable to find a case like the so-called "rule," and we are strongly of opinion that the learned Judge must have been quoting from memory for once incorrectly, for it is obvious that if this "rule" had been obtained, and Judges were allowed at their own discretion to put a different interpretation on the same words, unless a corresponding difference in the context of the instrument containing them unmistakably warranted the different functions of the conveyancer and draughtsman would be reduced to a mere farce.

But although we think that the Master of the Rolls' decision in favour of Mrs. Butler was not sanctioned by authority, he had no good reason for refusing to follow it, it is very clear that in the case before him no substantial injustice may have been done. The donor of a power of appointment, though by deed or will words purporting to confer a non-exclusive power, would, in all probability, if questioned at the time as to his intention, state that in any event he would have intended the power being exercised exclusively. This, being in accordance with well-known rules of interpretation, would not be a judicial violation of the plain grammatical meaning of the words, or expression, and it is, therefore, satisfactory to know that the result is like the one in the case we have been discussing. It is likely to be of frequent occurrence in the future, inasmuch as the first section of the 36 & 37 Vict. c. 37 (an Act to amend the law as to appointments under powers not made before 1874), it was enacted "that no appointment which from the passing of this Act, shall be made in exercise of any power to appoint any property, real or personal, amongst several persons shall be invalid at law or in equity on the ground that any of such power has been altogether excluded, but every appointment shall be valid and effectual notwithstanding any one or more of the objects shall not thereby, or in default of appointment, take a share or shares of the property or of such power." The effect of this section is of course to put exclusive and non-exclusive powers upon the same footing. The history of the enactment containing it, and of the earlier enactments on the same subject (11 Geo. 4 & 1 Will. 4, c. 46), of which Lord St. Leonards was the sponsor, as given by Mr. F. W. M. in his concise work on Powers (Ch. 8, 294, 305), may be usefully consulted by the student in connection with *Re Veale's Trusts*.

#### AGENCY.—LIABILITY OF UNDISCLOSED PRINCIPAL QUALIFICATION OF HIS LIABILITY. (a)

THE extent of the liability of an undisclosed principal parties has been defined with tolerable clearness by a series of decisions, extending from the case of *Railton v. Hodgson* (576 N.) to that of *Armstrong v. Stokes* (L. Rep. 7 Q. B. 596). The decisions may be distributed under four heads, according to the knowledge possessed by the third party at the time the contract was entered into as well as his conduct. Thus:—

- (1) The agent may give no information to the third party as to the existence of a principal.
- (2) The agent may simply inform the other contract party of the fact of his agency without disclosing the name of the principal.
- (3) The third party, knowing that he is dealing with an agent, and aware of the principal's name, may elect to deal with the agent alone.
- (4) The principal may be a foreigner resident abroad.

As to the first point it is stated by Lord Tenterden, in *Thomson v. Davenport* (9 B. & C. 78), "I take it to be a rule that if a person sells goods (supposing at the time the contract he is dealing with a principal), but afterwards it is discovered that the person with whom he has been dealing is not a principal in the transaction, but agent for a third person, he may, in the meantime, have debited the agent with the amount, and afterwards recover the amount from the real principal, subject, however, to this qualification, that the third person's accounts between the principal and the agent is not altered by the prejudice of the principal. The qualification here is

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

ned a mere *dictum* until the decision of the Queen's Bench in *Armstrong v. Stokes* (*ubi sup.*) Before touching upon another case, it will be convenient to refer briefly to various *dicta* indicating an opinion on the part of judges that such a qualification of the general rule would be recognised.

*Tailton v. Hodgson* and *Pule v. Hodgson* (reported in a note in *Edison v. Gandasqui*, 4 Taunt. 576) which came before Lord, C.J., in 1804, that learned judge remarked: "If one had really paid S. L. and Co., it would have depended on circumstances whether he would be liable to pay for the over again; if it would have been unfair to have made him he would not have been so." The facts of these cases will be referred to when the subject of election by the vendor is considered. Mr. Justice Bayley (in *Thomson v. Davenport, sup.*) the qualification in the following terms: "The principal is not to be prejudiced by being made personally liable if the fact of the case is that he should not be personally liable. If the principal has paid the agent, or if the state of the accounts on the agent here and the principal would make it unjust for the seller to call on the principal, and the fact of payment or such a state of accounts, would be an answer to the demand brought by the seller where he had looked to the responsibility of the agent."

On the other hand, the expressions of Baron Parke in *Heald v. Heath* (10 Ex. 739, 745; 24 L. J. 76, 77, Ex.) seem to lead to a conclusion that that learned judge thought no such qualification existed. The decision itself cannot be accepted as authority with reference to the existence or non-existence of the qualification, inasmuch as the plea neither stated that the defendant was ignorant of the existence of the defendant till after he had paid the agent, nor affirms that the defendant admitted such to be the case. This was the opinion of the Queen's Bench in a subsequent case (*Armstrong v. Stokes*, L. Rep. 7 Q. B.

*Ellenborough* decided two cases in 1807 which have been referred to upon this question. In the one (*Waring v. Favenek*, 85) it was held that where goods are bought by a broker who does not disclose his principal until he, the broker, has become bankrupt, the principal cannot set off the price of the goods against a debt due to him from the broker. In the other (*Kymer v. Percroft*, 109) the plaintiff sold by public auction to the defendant, brokers, a quantity of coffee, to be paid for on delivery. The brokers acted for the defendant, whose name was not disclosed until the brokers became insolvent. The defendant having paid the brokers refused to pay the plaintiff. Lord Ellenborough directed the jury that "A person selling goods is not confined to the credit of a broker who buys them, but may resort to the principal on whose account they are bought; and he is no more bound by the state of accounts between the two than I should be bound to deliver goods to a man's servant pursuant to his order, without consideration of whether the servant was indebted to the master, or the master to the servant. If he lets the day of payment pass by, he may lead the principal into a supposition that he is solely on the broker; and if in that case the price of the goods has been paid to the broker on account of this deception, the principal shall be discharged. But here payment was made of the defendant on the several days it became due." This is thrown upon both those decisions by a consideration of the fact that in 1807, a London broker was bound by his bond to his principal if required to do so, and to abstain from acting on his own account. (See the form of the bond in Holt 81).

The question whether such a qualification existed was fully decided in 1872, in the case of *Armstrong v. Stokes* (L. Rep. 7 598), and the Court of Queen's Bench, consisting of Lord, Mellor, and Lush, JJ., decided that a vendor who has credit to an agent, believing him to be the principal, cannot recover against the undisclosed principal, if the principal has in fact paid the agent at a time when the vendor still gave to the agent, and knew of no one else as principal. In the case of R. and Co., commission merchants, who sometimes dealt with principals as principals, bought a quantity of goods of the plaintiff, who had never been informed that he was acting as agent, but in the event of any dealing had always dealt with them. The contract to sell was made on the 15th of August, and payment was to be made on the 25th Aug. On the 24th Aug., R. and Co. asked for further time to pay. While the plaintiff was pressing this proposition, R. and Co. stopped payment on the agent, on which day the plaintiff discovered that R. and Co. were acting for the defendants. It was given in evidence that the defendants had paid R. and Co. for the shirtings, on the 15th Aug., in the ordinary course of their business, and no question of *mala fides* was cast on the transaction. The court assumed that there was authority to establish privity of contract between the defendants and those from whom R. and Co. had obtained the goods, the defendants were not liable on the grounds above stated. The court was apparently inclined to question the soundness in principle, but not the correctness of the law, of the rule which allows a vendor to have his action at all, against one to whom he never gave credit.

## LAW LIBRARY.

*A Treatise on the Law of Railways and Railway Companies.* By Sir WILLIAM HODGES, Knight. 6th Edition. By JOHN M. LELY, Barrister-at-Law.—London: Henry Sweet.

THIS is a big book—unnecessarily big. One half of it consists of Statutes, one-fifth, we should imagine, of extracts from judgments. It is a modern text book of the oldest school, in which the author acts as a scribe, a diligent copyist of the *ipsissima verba* of men whose dictation he seems afraid to relinquish whenever it is possible to cling to it. It requires no particular acumen, no excessive keenness of vision, to see how the mass before us has been compiled. As page after page is turned over the patches of small type constantly appear, indicating that the author has imported bodily, either the whole or portions of judicial expositions or interpretations. We unhesitatingly denounce this as a vicious system. In the first place it is unfair, for a person purchasing a legal text book expects to be told by the author what the law is—not to be told what judges have said in laying down the law. The latter being absolutely unnecessary (certainly so far as practising lawyers are concerned, for if they want this knowledge they have the reports at hand to refer to), the purchaser is mulcted in so much hard cash in payment for an infliction which he resents. In the next place it is inartistic, and shows an utter want of capacity. Thirdly, it is demoralising and retrograde—instead of simplifying it is confusing: for system it substitutes chaos.

The present editor, we are sorry to see, has followed sedulously in the footsteps of his author. He adopts the same bad plan. He cannot refer to an important decision without giving the judges room to speak. This will appear from two illustrations: (1) as to the Carriers' Act and the felony of the carrier's servant; and (2) the unpunctuality question, decisions affecting which have been given in several cases, Ex. gr., (1) *Vaughton's* and *McQueen's* cases; and (2) *Denton's* and *Le Blanche's* cases. At p. 609 of the present work, is an extract from the judgment of the Lord Chief Justice in *McQueen's* case. To this is added a little useless extract from the judgment of Mr. Justice Quain—an extract which has the single but great merit of being a small one. Mr. Lely adds to these extracts the remark, "This decision is of great importance as laying down a distinct and intelligible rule on a point as to which there has been some doubt and uncertainty." But nowhere does he state this "distinct and intelligible rule"! He might have saved the necessity for quoting a single word, and have condensed the work by four pages if he had inserted the following lines:—

"Where goods above the value of £10 have been delivered to a carrier without any declaration, and have been lost, and it is alleged that they have been stolen by the carrier's servant, a *prima facie* case must be established before any inference can be drawn from the fact that the servants of the carrier are not called as witnesses.

"A *prima facie* case having been established, then if the carrier's servants are not called, the inference fairly arises as matter for the jury that the servants of the carrier stole the goods.

"The greater facility of access, on the part of the servants, is only one element for the consideration of the jury."

It is really remarkable that where the law can be so satisfactorily and so clearly stated, an editor should leave it unstated, preferring to leave it to be gathered by the unhappy practitioner from confusing references to wordy judgments.

We have to complain of the same thing with reference to our second category. Taking *Le Blanche's* case alone, why was it necessary to set out the judgments of the Lords Justices? There is something in each extract which might well have been omitted from the judgment and *a fortiori* from a text book. Lord Justice James appears to have been unusually verbose and, boiled down, his judgment comes to this: If a railway company is guilty of wilful delay, or reckless loitering, it fails to comply with its undertaking to use every effort to insure punctuality, and will be liable for breach of contract, notwithstanding a stipulation in the time bills that it will not be accountable for any loss, inconvenience, or injury which may arise from delay or detention. And, secondly, that if there has been such breach of contract, the passenger is not entitled to incur expense in the performance of that contract so as to charge the company, unless, as a reasonably prudent man he would incur it if he had to pay it out of his own pocket. Between four and five pages of this work are devoted to obscuring these very simple principles.

This great blot upon the work becomes more conspicuous when we come to the subjects treated of by the railway commissioners, many of whose judgments, containing elaborate statements of fact, are set out *in extenso*. We believe, however, and this is the single consolation, that there are persons who like to find in their text books plenty of *dicta*, who feel a kind of security where they are supplied with judicial tapestry in large quantities. To some minds a hazy uncertainty and a cloudy indefiniteness alone afford the conditions of comfortable existence. Such minds will be supremely happy with this sixth edition of *Hodges on Railways*; and if they make *Russell on Crimes* their companion volumes, they will have attained to regions to which professional inquiries will be slow to penetrate—a position unique and unassailable.

## SOLICITORS' JOURNAL.

ELSEWHERE we publish so much of the common law *Nisi Prius* cause-list for Westminster for the present Hilary sittings as remains undisposed of at the time of going to press, and which we hope will prove of use, especially to country solicitors, by comparing this list with the lists published in the daily newspapers. In doing so we have had occasion to unravel, or perhaps we should say to attempt to unravel, the curiosities and mysteries connected with this record of the business which the judges of the Common Law Divisions are called upon to dispose of. At the outset, let us say that although we publish a list of special jury causes separate from the common jury causes, the former are in fact to be found in the list posted up at the associate's office in Chancery-lane, mixed up with the common jury causes, and numbered in such list according to the place they occupy therein, such numbers being regulated by the time at which each action is set down for trial. We need not dwell on the serious inconvenience, if not the absurdity, of such an arrangement. While this admixture continues the advantage of giving a number to each action is considerably curtailed, for in ascertaining the time when a common jury cause is likely to come on, the numbers opposite the special jury causes must be left out of the calculation, and *vice versa* in the case of special jury causes. Again, we fail to see what use there can be in enumerating this cause list with a record of the name of the division to which each action is attached, for the chances are really usually two to one against a particular action being tried before a judge of the division out of which the writ of summons issued. So far, then, we insist on the necessity of a list of special jury causes separate and distinct from the common jury list, upon the regulation of the number set opposite the name of each action accordingly, and the omission of the reference to the division to which an action belongs. It has long ago been conceded that the present system of mixing up all the common law actions standing for trial in one single list is a far worse arrangement than that which existed before the Judicature Acts abolished the three common law courts. But perhaps the worst features of the present system have yet to be considered by us. It is no new thing to make a cause which has been standing for trial before a common jury, a special jury cause, for the mere purpose of delay, and this in itself is a decided evil, we feel strongly that when once a cause is set down for trial before a judge and common jury, an order for trial by a special jury should be necessary before such a change should be allowed. According to the present practice, however, an action which, we will say, stands 100 on the cause list, and for trial by a common jury, remains in its place on the list if subsequent notice is given by either party of intention to try before a special jury, and, say a dozen cases are so altered, including number 100, all of them standing on the list before a special jury cause numbered on the list, say 120, all these twelve cases come in before number 120, and would be in the ordinary course heard and determined before 120 is called on, and this, although number 120 in the general list may have been set down so as to come on early in the sitting. Surely it is only reasonable and fair that in such circumstances a cause so changed by order as we suggest, should be placed at the bottom of the list of special jury causes on the day when the change is effected. The present system operates the more unjustly, as a like evil is effected in another way, namely, by introducing cases into the cause list for trial on a particular day, by which the trial of other actions is frequently postponed. If further condemnation of the present system which prevails in the common law associate's office, is needed to secure some substantial alteration, it will be found in the following facts, for the correctness of which we can vouch. An action set down for trial before a common jury at Westminster last May, and which has not yet been reached, appeared about the middle of the Hilary sitting cause list. One day last week it was four out of the paper of special jury causes, having been made a special jury cause by the defendant, which resulted in its being thrown over the Long Vacation. Dispatch was of great importance to the plaintiff, a poor man, and delay answered the purpose of the defendant, a wealthy person. Three important witnesses from Wales being necessary for the proof of the plaintiff's case, they were telegraphed for on the evening when the cause was found to be only four out of the paper. There were at that time three special jury courts sitting at Westminster. The witnesses, men in humble circumstances, arrived in London the next day, but on the evening of that day it was discovered that only two special jury courts would sit at Westminster the next day, and, further, two common jury causes, which stood above the action in question on the list, had been set down for trial before special juries, and one other case had been

introduced as set down for trial on the particular day. On the next succeeding day only one special jury sat at Westminster, and only three cases placed on the paper (we believe most of the judges were summoned to attend the Privy Council), one of which was a part-heard case, and another a cause set down for a particular day. Here, then, were witnesses three days in town at the expense of the plaintiff under circumstances which he could not in any way control, and a case set down for trial last May only reached eight months afterwards, such delay being due almost as much to the system of keeping the cause list, as from the block of business in the High Court. And, then, as if to dispel any lurking desire which this unhappy plaintiff may have ever again to indulge in the luxury of litigation in Her Majesty's High Court of Justice, the plaintiff is warned of the chances that exist against his leader being able to attend to his case, looking at the large number of courts sitting at Westminster, and the fact that the Q.C. in question has a large practice in each of them. Serjeants-at-law for many years enjoyed a monopoly in their exclusive right of audience in the now defunct Court of Common Pleas. They defended themselves against an attempt on the part of barristers to also practise in that court, and it needed a Royal warrant to overthrow a monopoly at once injurious to solicitors and of great pecuniary advantage to the serjeants themselves. Another Royal warrant is much needed, which should throw open the courts at Westminster to solicitors for the purpose of practising there as advocates, at all events in commonplace matters in which they are acting as solicitors, and which would in time have the effect of destroying the monopoly of the Bar, while the Bar would remain intact as a separate body of practitioners, entitled to appear as advocates instructed by solicitors; and further, given separate cause lists for each common law division, the tendency would then be to localise the leading advocates at the Bar to a great extent, as in the case of the several courts of the Chancery Division, where certain Queen's Counsel can always be relied on to attend to a cause set down for hearing before a particular Vice-Chancellor, or before the Master of the Rolls. In a pecuniary sense it answers the purpose of solicitors to institute proceedings in the High Court on behalf of suitors; but the interests of suitors at present still require that solicitors should resort as much as possible to local country tribunals, and the loud complaints of solicitors about the way in which business is got through at Westminster can hardly therefore be misunderstood by their clients or the public at large. No arrangement will be satisfactory to the public or to the Profession other than one which gives us a certain number of courts sitting *de die in diem* at Westminster, for fixed periods, the business of such separate courts to be published in a separate list at the commencement of every sittings. And, lastly, we have repeatedly seen the necessity for a separate court, before which all short and special, or pressing, applications should be made, thus preventing delay in the despatch of the ordinary business of the courts, which now frequently arises.

SERJEANTS' INN, Fleet-street, and Serjeants' Inn, Chancery-lane, are to be sold under the hammer. Since the time when serjeants-at-law were deprived by royal warrant of their exclusive right of audience in the old court of Common Pleas this distinct class of legal practitioners has gradually disappeared, and the Judicature Acts may be said to have given the *coup de grace* to their separate existence. The inns of the serjeants are therefore no longer of use to those few lawyers who are still entitled to wear the coif. We should have been glad if either the Incorporated Law Society or some other of the solicitors' organizations could have become the owners of the property in question, especially the Fleet-street Inn, which is large and commodious, and the chambers in which might be reserved exclusively for law students or lawyers. It is now more than likely—so we understand—that the Common Pleas offices will have to be moved before the new law courts are sufficiently advanced towards completion to admit of such offices being removed thither.

IN another column we publish a letter from Messrs. Smith, Fawdon, and Low, a firm of city solicitors, who complain of the wretched state of things at the common law judges' chambers. Our correspondents tell us nothing new. We have over and over again exposed the evils of the present system. It is intolerable and unbearable, and nine solicitors out of every ten practising in London will not on any account go to these chambers, which have justly been described as a bear garden, and probably an artful clerk seldom enters them without wishing that the time may soon come when he may be quit of the nuisance of having to attend such a

place. Much of the work, however, done at these chambers is often, if not usually, much importance, and some of the judges' clerks are men of large and varied experience but can anything be imagined more preposterous than that such clerks should be morally, or to say, arable to have to leave their posts at death or resignation of a judge, to be immediately haphazard by the clerks of new judges, who are general for work requiring so much practice and experience. The present system should be reformed and in lieu thereof there should be a small number of common law chamber clerks, always chambers, and who should be quite independent of the judges, their appointment being of a permanent character as in the Chancery Chambers and as in the common law offices. It is evident that much of the *raison d'être* of the judges' clerks to dispose of the business at chambers has been done away with by the Judicature Acts, and if the judges' clerks are to be paid by the State instead of by their clients, yet that is no reason why it should be in a way injurious to the prompt and efficient patch of business. The present clerks should be offered the choice of remaining as unpaid officers unconnected with the judges, or, in future, solicitors should be appointed to the office of chief clerks, or registrars, as in the Chancery Division. All summonses for time should be made as regards all other business in the law chambers.

It is to be hoped that the controversy in our columns, and in those of the *Times* and other newspapers, on the subject of "commissioners" exhausted itself, for we fear that the subject good following therefrom is of a very limited character indeed. One thing is very certain, practice which has been so properly criticised, namely that by which solicitors recover the fees and commission charged by them, and others employed by solicitors on behalf of their clients, is certainly unprofessional. Consideration alone should be sufficient to any solicitor from pursuing such a practice. The Council of the Incorporated Law Society, been in correspondence with the Committee of the Estate Exchange, which is constituted of solicitors, and both representative bodies are in the opinion that such a practice as dividing commissions is to be condemned as entirely irregular, and not to be continued any way. The evil, however, exists largely, we hope it will diminish rather than increase.

As appears by an intimation in our advertisement columns, Major Anderson, of the Victoria (a solicitor), is taking steps to form one or two companies in connection with that corps composed exclusively of solicitors and clerks. We wish the movement every success. Applications are, we notice, to be made in instances to Captain Charles Ford, at this journal. There are already a large number of solicitors in the ranks of the Victoria the Artists' corps. There is really no reason there should not be a solicitors' regiment, we think Major Anderson should push in communication with the council of the Incorporated Law Society.

SOLICITORS have often complained of the power which certain judges have exercised, and which the superior courts long ago gave solicitors as officers of such courts, and have insisted that solicitors should govern themselves, as in the case of the subject, as in their case, to an appeal judges. The following has appeared in a newspaper:—"The Recorder of Dublin on Wednesday ordered a barrister under a writ insisting on further examining a witness the judge had directed to leave the table, the situation is in course of signature for a writ the Bar to consider whether he was justified in taking such a step." We know nothing of the merits of this case, but solicitors may learn a useful lesson from it, that of the value of combination and organization. Who ever has solicitors taking up the case of a brother solicitor when in some professional difficulty character? A little more *esprit de corps* among solicitors is greatly needed, and would be of great advantage in sustaining the character of the Profession.

IN the advertisement columns of our issue we published a notice emanating from the College, Bristol, calling for applications for office of Lecturer on Equity and Common Law. We are gratified at learning that the college are in this matter acting in concert with the Bristol Incorporated Law Society, and can well be more promising of good results.

legal education for solicitors than h as this that country law societies, merely following the London law equal to the occasion by taking an and active part in the general ques- education.

# DIGEST OF THE LAW RELA- SOLICITORS OF THE SUPREME

(Continued from page 205.)

ARTICLE 42.  
—Read "But justices of the peace id by such usage or by provision of

ARTICLE 44.  
OF THE RIGHTS OF SOLICITORS.  
of solicitors are of two kinds:— consists of rights which may be en- st other persons, such as rights to ills of costs; rights of lien. l consists of certain privileges and

ARTICLE 45.  
PAYMENT OF CHARGES AND DIS- BURSEMENTS.  
is entitled to be indemnified for all fully incurred, and skill and labour oyed by the authority of his client, ng on his part entitled to have the is of the solicitor's charges deter- etted, either by a jury, or in cases tute law by a taxing master. es, *infra*.

Note.  
n law there appears to have been no an attorney, more than on any other liver a bill of charges as a preliminary n action thereon, and though the respec- ight order its delivery at any time when iveness was done in them, yet he had a right asonableness determined by a jury. It ow as of course that no means existed of ctly the taxation of an attorney's bill. commenced an action for its recovery, red, could only be done indirectly. usly immaterial for these purposes what description of charges constituting the ; whether they are costs at law or in urther charges for conveyancing only, or iveness, the court must tax them for its ation. Applications of this kind are pendent of the statutes, which provide es when the attorney's demand is the substantive, not the collateral point in re the taxation is the direct object of, equential upon, the order. Practice, vol. I. 275, 276.

ARTICLE 46.  
E WHEN THE SOLICITOR'S RIGHT OF O RECOVER CHARGES ACCRUES.  
y or solicitor [now solicitors of the rt], nor any executor, administrator, f any attorney or solicitor, shall com- untain any action or suit for the re- y fees, charges, or disbursements for done by such attorney or solicitor uration of one month after such solicitor or executor, administrator dived unto the party to be charged sent by the post to, or left for him ng house, office of business, dwell- t known place of abode, a bill of such t and disbursements, and which bill be subscribed with the proper hand ney or solicitor (or in the case of a y by any of the partners, either with e or with the name or style of such , or of the executors, administrators, of such attorney or solicitor, or be r accompanied by a letter subscribed r referring to such bill.) (a)  
ision applies to claims for professional er 33 & 34 Vict. c. 28, where a gross en agreed on: (Wilkinson v. Smart, 33 .S. 573.)

y be referred to taxation at any time onth at the instance of the party

xpiration of the month, the bill may o taxation on behalf of the attorney bject to such conditions as the court ing such reference shall think proper. ation an action on the bill may be

a shall be ordered after verdict, nor onths from the delivery or sending cept under special circumstances to o the satisfaction of the court or

7 Vict. c. 73, s. 37.  
udge of the Superior Courts of law ay authorise an attorney or solicitor n action or suit for the recovery of rges, or disbursements against the ble therewith, and also to refer his harges, and disbursements, and the oh attorney and solicitor thereupon, ad settled, although one month shall red from the bill, on proof to the satis- aid judge that there is probable cause

for believing that the party chargeable therewith is about to quit England, or to become a bankrupt, or a liquidating or compounding debtor, or to take any other steps, or to do any other act which in the opinion of the judge would tend to defeat or delay such attorney or solicitor in obtaining payment. (b.)

(b) 38 & 39 Vict. c. 79, s. 2.

## ARTICLE 47.

BY WHOM AND IN WHAT CASES BILLS MAY BE REFERRED TO MASTER.

Wherever an attorney or solicitor must deliver his bill before commencing an action for it, the person chargeable by the bill may compel its delivery, and *vice versa*.

6 & 7 Vict. c. 73;

Lush's Practice, vol. I. 211.

The order for taxation may be obtained by:

- (1) "The party chargeable," his personal representative, and his trustee in bankruptcy;
- (2) A party liable to pay, or who has paid, being liable: 8 Beav. 150.
- (3) *Cestui que trust*: *Re Vardy*, 20 L. J. Rep. 327, Ch.
- (4) Party agreeing to pay the other side;
- (5) By the solicitor after the expiration of a calendar month from delivery.

It may be laid down generally that no one will be allowed to obtain an order to refer a bill to be taxed unless he is substantially interested in the payment:

See 6 & 7 Vict. c. 13, s. 39

## Note.

Mr. Justice Lush has laid down the four following rules with respect to the 6 & 7 Vict. c. 73, so far as it relates to the taxation of bills of costs:

1. To come within the statute the "fees, charges, or disbursements" must be for business done as an attorney. If the business was not done in that capacity, though the party charging for it was an attorney, his bill is not within the statute.
2. So long as an attorney's bill or any part of it remains unsettled, and no signed bill has been delivered, whatever payments might have been made, or whatever the statement of accounts may be between them, the client is entitled to have the whole bill delivered and taxed.
3. The bill, whether delivered voluntarily by the attorney or in obedience to the order of the court, should contain all the charges and demands which the attorney has or claims against the client for business of every kind done by him in his professional character for the client in the same right.
4. The bill must specify each item of charge; it will not suffice to put the costs of an action in gross, either as the amount agreed upon, or as the amount at which they have been taxed as between party and party; nor will it suffice to state only the items of the extra costs, the whole must be specified. Lush's Practice, vol. I. 222, *et seq.*

## ARTICLE 48.

SOLICITORS MAY MAKE AGREEMENT WITH RESPECT TO THEIR REMUNERATION.

The remuneration of solicitors may be fixed by agreement, but the amount payable under the agreement shall not be received by the solicitor until examined and allowed by a taxing officer of a court having power to enforce the agreement, who, if he does not think it fair and reasonable, may require the opinion of the court or a judge to be taken upon it:

33 & 34 Vict. c. 28, s. 4.

## Note 1.

"The meaning of sect. 4 of the Attorneys and Solicitors Act 1870," said Jessel, M.R., in *Re the Attorneys and Solicitors Act 1870* (1 L. Rep. 1 Ch. Div. 575), "is that a solicitor may make what agreement he likes with his client, but that he is not to receive any payment under it unless the taxing master considers it fair and reasonable; and if he does not consider it so, he may require the opinion of the court or judge to be taken on it."

## Note 2.

The opinion of the court or a judge on the validity or fairness of such an agreement cannot be required under the above section before any money is payable under the agreement.

*Re Attorneys and Solicitors Act 1870, supra.*

No action or suit shall be brought or instituted upon any such agreement, but every question respecting the validity or effect of any such agreement may be examined and determined, and the agreement may be enforced or set aside without suit or action, on motion or petition of any person, or the representative of any person, a party to such agreement, or being or alleged to be liable to pay, or being or claiming to be entitled to be paid, the costs, fees, charges, or disbursements, in respect of which the agreement is made, by the court in which the business, or any part thereof, was done, or a judge thereof, or if the business was not done in any court, then where the amount payable under the agreement exceeds £50, by any superior court of law or equity, or a judge thereof, and where such amount does not exceed £50, by the judge of a county court which would have jurisdiction in an action upon the agreement.

*Id.* s. 8.

The court or judge is empowered to enforce fair

and reasonable agreements, as well as to set aside, or order to be given up and cancelled, agreements that are not fair and reasonable. In the latter case the court or judge may direct the costs, fees, charges, and disbursements to be taxed as if no agreement had been made. The costs in either case are in the discretion of the court or judge.

*Id.* s. 9.

In case of the death or incapacity of the solicitor, an application to enforce the agreement may be made to any court which would have jurisdiction to enforce the agreement by any party there to or by the representatives of any such party, and the court shall thereupon have the same power to enforce or set aside such agreement, so far as the same may have been acted upon, as if such death or incapacity had not happened. If the agreement is deemed to be in all respects fair and reasonable, the court may order the amount due in respect of the part performance of the agreement to be ascertained by taxation:

*Id.* 13.

## NOTES OF NEW DECISIONS.

PRACTICE — PLEADING — REPLY — GENERAL TRAVERSE — NEW ASSIGNMENT — ORDER XXIV. RULE 2 — ORDER XIX., RULES 2, 18, 21. — A railway company were defendants to an action which raised the question whether or no a piece of land was included in an agreement, the plaintiffs asserting that it was not included and that the agreement conferred no title on the defendants to take it, and that the defendants had given no statutory notice of their intention to take it. The defendants pleaded that the piece of land was comprised in and shown on the plans deposited with their railway bill, of which the plaintiffs had full knowledge; that they were empowered to take compulsorily the piece of land and to enter upon it for the purposes of the agreement, and denied that the agreement conferred no title on them to take it. The plaintiffs by their reply joined issue generally on the statement of defence, and then pleaded fresh matter. Held, on the motion of the defendants, that the plaintiffs had no right to introduce fresh matter into their reply, and that the same was irrelevant to the issue, and must be struck out: (*London and St. Katharine Docks Company v. Metropolitan Railway Company*, 35 L. T. Rep. N. S. 733. Chan. Div.)

## UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]  
Pole (Edward) (deceased) (Chandos), of Badborne Hall, Derby, Esq. One dividend on the sum of £254 17s. 7d. Three per Cent. Annuities. Claimants, Right Hon. Anna Carolina Chandos Pole, widow, and Reginald Walkelyne Chandos Pole, executors of Edwd. Sachseval C. Pole, deceased.

## APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CORNWALL CHEMICAL COMPANY (LIMITED). (LATE THE WEST OF ENGLAND FIRE CLAY, BITUMEN, AND CHEMICAL COMPANY LIMITED.)—Creditors to send in by Feb. 28 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to George Whiffin, 8, Old Jury, London, the official liquidator of the said company. March 12, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

## CREDITORS UNDER ESTATES IN CHANCERY.

### LAST DAY OF PROOF.

ASHBURNER (Geo. B.), Elliesdale House, near Dalton, Lancashire, Esq. March 1; Wm. Butler and Son, solicitors, Dalton-in-Furness, Lancashire.  
ASHBY (Jno.), Northchurch, Hertford, butcher. Feb. 15; C. P. Wood, solicitor, 6, Raymond-buildings, Gray's-inn, Middlesex. Feb. 26; V.C. H., at twelve o'clock.  
BASTON (Jane), Weston-super-Mare, widow. Feb. 15; T. C. Mills, solicitor, 8, New-square, Lincoln's-inn, London. Feb. 28; V.C. H., at twelve o'clock.  
BOTTEL (Wm. E.), Dover, farmer of tolls. Feb. 23; R. H. White, solicitor, 6, Whitehall-place, Middlesex. March 2; V.C. H., at twelve o'clock.  
BOTT (Robt.), Southampton, book and shoe maker. Feb. 16; Wm. J. H. Bull, solicitor, 22, Portland-street, Southampton. March 1; V.C. H., at twelve o'clock.  
COCKIN (Thos.), 26, Lyndhurst-road, Peckham, Surrey, and of 29, Mincing-lane, London, Colonial broker. March 1; Keene and Marsland, solicitors, 32, Mark-lane, London. March 16; V.C. H., at twelve o'clock.  
DENNES (Henry), Thame, Oxford, veterinary surgeon. A. Crossfield, solicitor, 354, Hackney-road, Middlesex. Feb. 27; V.C. H., at twelve o'clock.  
EVANS (Rees P.), Fronwen, Brecon, gentleman. Feb. 19; David Thomas, solicitor, Brecon. Feb. 26; V.C. H., at twelve o'clock.  
GREEN (Thos.), 20, Great Winchester-street, London, merchant. Feb. 15; D. Harris, solicitor, 24, Coleman-street, London. Feb. 28; V.C. H., at twelve o'clock.  
HARRIS (Wm. S.), St. Helier, Jersey, gentleman. Feb. 22; C. P. Deane, solicitor, 3, Union-court, London. Feb. 28; V.C. H., at twelve o'clock.  
JONES (Jane), (Plastirin, Glyndyfrdwy, Corwen, Merioneth, widow. Feb. 2; J. P. Jones, solicitor, Oswestry, Salop. March 1; V.C. H., at twelve o'clock.  
KING (Jno.), 66, Westminster-road, Walworth, Surrey, builder. Feb. 21; Wm. J. Jarman, solicitor, 11, Lincoln's-inn-fields, London. March 7; V.C. H., at twelve o'clock.  
RICKALEY (Geo.), 29, Norfolk-street, Sunderland, tailor and draper. Feb. 16; Wm. M. Skinner, solicitor, Sunderland. March 2; M.R., at eleven o'clock.  
ROWLATT (Munton), Norman Cross, Huntingdon, but at the time of his death of Whitlosey, Isle of Ely, Cambridge, farmer and grazier. Feb. 31; John Peed, solicitor, Whitlosey. Feb. 27; V.C. H., at twelve o'clock.  
SHERMAN (Henry Jos.), Port Elizabeth, Cape of Good Hope, merchant. July 25; F. Crisp, solicitor, 6, Old Jerry, London. Aug. 8; M.R., at eleven o'clock.



STYCH (Wm. Jas.), 19, West Block, Peabody-buildings, Essex-road, Islington, Middlesex, book and print seller and paper dealer. Feb. 7; N. Jourdain, solicitor, 45, Ludgate-hill, London. Feb. 17; V.C. H. at twelve o'clock.

WINGFIELD (Henry C.), formerly of 37, Great Marlborough-street, Middlesex, but late of Ramsgate, and Picton, Canada West, gentleman. April 16; J. Dingwall, solicitor, Tokenhouse-yard, London, E.C. April 26; V.C. M., at twelve o'clock.

WORSLEY (Reginald), St. James's Chambers, Manchester, gentleman. Feb. 20; Edwin D. T. Matthews, solicitor, 24, Bedford-row, London. Feb. 28; V.C. M., at twelve o'clock.

#### CREDITORS UNDER 23 & 23 VICT. c. 35.

*Last Day of Claim, and to whom Particulars to be sent.*

ABELL (John), Frog Island, Leicester, leather dresser. March 31; Wyke's Brothers and Mantle, Friar-lane, Leicester.

ANDREW (Wm.), 119, City-road, Middlesex, Esq. March 1; Mills and Locker, solicitors, 2, Brunswick-place, City-road, Middlesex.

ASHER (Jos.), Stanton-by-Bridge, Derby, farmer. Feb. 20; J. and W. H. Bule, solicitors, St. Mary's-gate, Derby.

AYLES (Thos.), Little Kingston Farm, West Stour, Dorset, farmer. March 1; Bell and France, solicitors, Gillingham.

BACK (Thos.), Week-street, Maidstone, Birmingham, and Sheffield, warehouseman and brush manufacturer. March 24; J. B. Stephens, solicitor, 42, Week-street, Maidstone.

BARLOW (Henry C.), M.D., 11, Churchyard-row, Newington, Surrey, Esq. March 28; B. Barnard and Co., solicitors, 8, Lancaster-place, Strand, London.

BRAD (Frederick), Registrar of Birmingham General Cemetery Company, at Birmingham. March 1; Tyndall and Tyndall, solicitors, 34, Waterloo-street, Birmingham.

BLAKE (Frances), 6, Lowndes-street, Belgrave-square, widow. Feb. 20; E. and H. Tylee and Co., solicitors, 14, Essex-street, Strand, Middlesex.

BLAKE (John Goble), 6, Lowndes-street, Belgrave-square, Middlesex, Esq. Feb. 20; E. and H. Tylee and Co., solicitors, 14, Essex-street, Strand, Middlesex.

BONE (Robt.), 7, Great George-street, Wigan, gentleman. March 12; Scott and Ellis, solicitors, The Arcade, King-street, Wigan.

BROWN (Wm.), Frodsham, Chester, farmer. March 26; Ashton and Garratt, solicitors, Frodsham, Chester.

CARTWRIGHT (Henry), The Dean, Willey, Salop, gentleman. March 31; Edwd. B. Potts, solicitor, Broseley, Shropshire.

CHALLONER (Wm. Henry), 14, Oxford-street, Newcastle-upon-Tyne, and formerly manager of the Burra Burra Mines, South Australia. March 18; Mather and Co., solicitors, Bank Chambers, Mosley-street, Newcastle-upon-Tyne.

COCKELL (Anne), 11, Widdombec-crescent, Lyncombe, and Widdombec, Somerset, spinster. Feb. 2; Henry Dyne, solicitor, Bruton, Somerset.

COOPER (Jno.), Fartown Green, Huddersfield, Wheelwright. April 20; J. Bottomley, solicitor, 32, New-street, Huddersfield.

CROUCHER (Francis), Tally Ho, Junction-road, Kentish-town, Middlesex, licensed victualler. Feb. 22; J. Aldridge, junr., solicitor, 27, Montague-place, Russell-square, London.

CRUMP (Geo. H.), Pentrepent Hall, near Oswestry, Salop, Esq. March 1; Miller and Co., solicitors, 4, Harrington-street, Liverpool.

DANIELS (Wm.), Billinge-Higher-End, Lancaster, Nail-maker. March 1; T. Hawett, solicitor, 23, King-street, Wigan.

DILWORTH (Robert), Kelsall, Tarvin, Chester, farmer and shopkeeper. March 1; Bridgman, Weaver, and Jones, solicitors, Westminster-buildings, Chester.

FISHER (Anne), Henbury, Gloucester, spinster. March 1; Fry, Abbot, and Co., solicitors, Shannon-court, Bristol.

HAYDON (Jane), formerly of Ashton-under-Lyne, but late of the Manchester Royal Lunatic Hospital, Cheadle, Chester, widow. March 13; Henry Gartside, solicitor, Ashton-under-Lyne.

HEAP (Jos.), Manor Park, Rock Ferry, Chester, Esq. March 1; Jones and Co., solicitors, 11, Dale-street, Liverpool.

HEWERTSON (Nelson), Newport and Maindee, Monmouth; of the Bobbing Mills, Chepstow; and of the Worcester City Sawmills, Henwick, Worcester, timber merchant and manufacturer. March 1; W. J. and H. G. Lloyd, solicitors, Bank-chambers, Newport, Mon.

JONES (Rev. Jno.), Vicarage, Leighton, near Welshpool, Montgomery, clerk. March 1; Miller and Co., solicitors, 4, Harrington-street, Liverpool.

LONDON (Elizabeth), 16, Royal-crescent, Bath, widow. March 25; Burne and Rooke, solicitors, 37, Gay-street, Bath.

LUCAS (Louis A.), Manchester, merchant. March 31; Cunliffe and Beaumont, solicitors, 43, Chancery-lane, Middlesex.

MANLEY (Anne M.), 33, Rosehill-terrace, Brighton, spinster. Feb. 20; J. Beattie, solicitor, 1, Poet's-corner, Westminster.

MARKE (Fanny), 33, Cutler-street, Houndsditch, London, widow. Feb. 20; L. Barnett, solicitor, 23, New Bond-street, London.

MARSHALL (Wm.), Smethwick, Stafford, ironmaster. March 1; F. M. Burton, solicitor, 38, Union-passage, Birmingham.

MARX (Francis Jos. P.), Arle, Bury, near Alresford, Southampton, gentleman. March 1; H. R. Lempriere, solicitor, 56, Lincoln's-inn-fields, London.

MEWBURN (John), Fellbriggs, York, gentleman. Feb. 12; Dodds and Co., solicitors, Stockton-on-Tees.

MOSES (Elizabeth), formerly of Stockton, Durham, but late of Guisbrough, York, widow. Feb. 12; Dodds and Co., solicitors, Stockton-on-Tees.

NELSON (Park), Essex-street, Strand, and of Parson's-green, Fulham, Middlesex, solicitor. March 1; Park Nelson and Morgan, solicitors, 11, Essex-street, Strand, London.

OWEN (Jas.), Gravel Hole, Great Lever, Lancaster, contractor. March 18; Bailey and Beade, solicitors, 25, Wood-street, Bolton.

PICKLES (Henry), Brunswick Tavern, Leeds, ink-keeper. March 1; Markland and Davy, solicitors, 67, Albion-street, Leeds.

POLLARD (John), 47, Upper Tamworth-street, Moss Side, near Manchester, gentleman. April 1; Sale and Co., solicitors, 23, Booth-street, Manchester.

POWELL (Mary), Cheadle, Stafford, widow. March 7; Gervase Wood, farmer, Croxden Abbey, near Uttoxeter.

PRICE (Rufus), Clithow, Llandefallio-tract, Brecon, farmer. March 1; David Thomas, solicitor, High-street, Brecon.

RICE (Jas.), 9, Cranbourne-street, Brighton, basket maker. March 1; T. A. Goodman, solicitor, 19, Prince Albert-street, Brighton.

ROOHOUSE (Jno.), Carlton, Rothwell, York, farmer. April 1; J. G. Turner, solicitor, Rothwell, near Leeds.

SAWYER (Wm.), Fenton, Stoke-upon-Trent, ink-keeper. Feb. 12; Tomkinson and Farnival, solicitors, Hanover-street, Burnley.

SHUKER (Herbert), late of Quarry-place, Shrewsbury, gentleman, and heretofore a partner in the firm of Poplar and Shuker, of Shrewsbury, corn merchants. March 1; J. Price, solicitor, 75, Wyle-cross, Shrewsbury.

Wm., King-street, Accrington, labourer.

Robert Whalley, solicitor, Accrington.

STEWART (Donald), 4, Castle-street, Dover, a paymaster in H.M.'s regiment of artillery. Feb. 15; Watts and Son, solicitors, Dewsbury, York.

STRICKLAND (Thos.), 176, Barnley-road, Accrington, gentleman. March 10; Robert Whalley, solicitor, Accrington.

SUTTON (Richd.), formerly of Orrel-street, Liverpool, but late of 9, Curt, Vauxhall-road, Liverpool, labourer. March 1; J. Quinn and Sons, solicitors, 22, Lord-street, Liverpool.

THOMPSON (Wm.), 14, Montague-place, Russell-square, Middlesex, gentleman. March 31; Letts Bros., solicitors, 8, Bartlett's-buildings, Holborn, London.

VICKERS (Edward Charles), Darlington, gentleman. Feb. 28; Richard S. Benson, auctioneer, Darlington.

WALKER (Leven Chas. F.), 5, Dorset-gardens, Brighton, commander in the Royal Navy. April 20; J. A. Hallett, 7, St. Martin's-place, Trafalgar-square, London.

WHITFIELD (Jno.), formerly of Lord Clyde, Avenue-road, Camberwell, afterwards of the Clock House, Clapham Park-road, Surrey, licensed victualler. March 1; G.J.W. Wray, solicitor, Leyburn, Yorkshire.

WILLIAMS (Wm.), Tower Farm, Llangollen, Denbigh, farmer. March 1; Charles Richards and Son, solicitors, Llangollen.

WORSLEY (Daniel), Shepherd's Tent, Underbank, Newchurch, Walley, Lancashire, warper. Feb. 17; E. Jackson, solicitor, 4, South Parade, Rochdale.

#### LAW STUDENTS' JOURNAL.

*Inquiries, as to the several Examinations and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE thirteenth annual inaugural meeting of the United Law Students' Society was held at Clement's Inn Hall, Strand, on Monday evening last. The chair was occupied by William Forsyth, Esq., Q.C., LL.D., M.P., and among the speakers were Mr. Serjeant Simon, M.P., A. G. Marten, Esq., Q.C., M.P., Montague Cookson, Esq., D.C.L., Q.C., Professor Sheldon Amos, W. J. Fraser, Esq., S.S.C., Charles Ford, Esq., F.R.S.L., W. Shirley Shirley, Esq., B.A., J. T. Davies, Esq., S.S.C., and Walter Dawson, Esq. The forcible and instructive address of the learned chairman was listened to with marked attention. A full report will be found in another column. Great credit is due to the Hon. Sec. (Mr. Rubinstein) and to the committee, for the admirable arrangements made in connection with the meeting, which was very largely attended by law students.

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Conveyancing Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday (1st Feb.), lecture on Equity, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

WHERE articles expire between the 9th April and 22nd May, candidates may be examined on the 24th and 25th April next; and if between the 21st May and 2nd Nov., may be examined on the 19th and 20th June next; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

THE days appointed in 1877 for the Preliminary Examinations are Wednesday 21st and Thursday 22nd February; Wednesday 16th and Thursday 17th May; Wednesday 11th and Thursday 12th July; Wednesday 24th and Thursday 25th October.

THE general rules and regulations as to the several examinations prior to admission on the roll of solicitors, and as to taking out and renewal of annual certificates, issued on the 2nd Nov. 1875, provide in effect "that if any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall, for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, or has failed to obtain such a certificate within twelve months from the date of his admission on the Roll, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, and for the purpose of obtaining such an order the applicant shall, six weeks before the application is intended to be made, give notice thereof as in the case of an original admission, and the affidavits in support of such application shall be filed at the Petty Bag Office, and a copy thereof shall at the same time be left with the clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such taking out or renewal, shall (if made) be drawn up on reading such affidavits, and an affidavit of such copies having been left and notices given. Upon an application to dispense with the required notice of intention to take out or renew a certificate, a summons must be served on the Registrar of Solicitors calling on him to shew cause within

ten days why such taking out or renewal should not be allowed; and if it is shown to the satisfaction of the Master of the Rolls, he may make an order for all certificate to be issued."

ARTICLES of clerkship, or assignment of clerkship, dated on any day during must be enrolled and registered at the Office on or before the same days in the July next, and when articles or assignment required to be, and are, enrolled and registered any day during the month of January, be produced and entered at the Law on or before the same day of the month next. See 6 & 7 Vict. c. 73, ss. 8 and 9 24 Vict. c. 127, s. 7. Failure to comply statutory requirements often entails a loss upon articled students.

#### QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

JANUARY, 1877.

##### I.—PRELIMINARY.

Questions 1 to 5 inclusive.

##### II.—FROM CHITTY ON CONTRACT.

6. Can executors sue or be sued upon a contract entered into by their testator when the named in the contract? Give a reason answer.

7. Is inadequacy of consideration (a value) a good ground for impeaching a contract at law or in equity?

8. Is parol evidence admissible to explain or annex incidents to a written contract instances.

9. How far does a contract to remunerate a clerk or servant by a share of the profits bind him responsible as, or entitled to the right partner?

10. Is a government officer, under any circumstances, personally liable upon a contract entered into by him in that capacity.

11. Where a passenger is killed by an accident, how far is any claim for compensation against the company in respect of his affected by the application of the maxim *personalis moritur cum persona*?

12. Can a solicitor, who has undertaken suit for a client, under any and what circumstances refuse to proceed; or is he bound to continue his services until the suit is concluded?

##### III.—FROM WILLIAMS ON THE PRINCIPLES OF THE LAW OF REAL PROPERTY.

13. What acts on the part of the tenant are waste? and, where the estate of a tenant is expressly declared to be without impeachment of waste, what acts will be restrained in court as equitable waste?

14. State the longest period for which a lease with certainty be tied up or fixed as to its destination, and the longest period during the income of land may be directed to be paid.

15. If a tenant in fee simple settles land on children, and afterwards sell the same to a person who has had notice of the settlement, the persons interested under the settlement purchaser be entitled to the land?

16. Define the purchaser from whom real estate is, according to the 1st Amendment of the law of inheritance, to be taken.

17. In what manner are the words "to issue"—in a will—directed by the testator to be construed?

18. In drawing a settlement of real estate use of A. for life, with remainder to B. with remainder to the first and others successively in tail male, with remainder to life, with remainder to the first and others C. successively in tail male, how is power sell the settled estate, or part of it, conveyed to purchasers?

19. What interest has a copyhold tenant in the mines and minerals under his copyhold and in the timber growing on the surface?

##### IV.—FROM HAYNES' OUTLINES OF EQUITY.

20. Land in settlement is taken by a company under compulsory powers, and sold paid into the Court of Chancery, and into consols. Are these consols treated by the law as real or personal estate, and why?

21. Define the different classes of claims coming under the general description of *not sui juris*.

22. Explain the distinction between specific and liquidated damages.

23. In what cases will the court set aside an instrument on the ground of mistake?

24. A man by his will gives a portion to his daughter. She subsequently, in time, marries, and he thereupon settles upon her by deed, and dies without having altered his will. What effect, if any, settlement upon the operation of the will?

25. In what cases of public nuisance is

notion in an action in which he is plaintiff?

If a contract for the sale of land, to be in a given day, is time of the essence of it, and state any exception to the rule.

#### SCANTILE BOOK-KEEPING.

Are the books generally used by a trader in what order is a prime entry the first to the last of them?

Do all the trader's receipts and payments, as usual, through his bankers, the accounts current written up in the pass book?

Does the acceptance given in payment returned to the seller at maturity of the entry does the latter thereupon receive?

Is a suspense account, and the object meant by keeping an account as an asset?

#### OF LEGAL EDUCATION.

EXAMINATION, 1876, on the Subjects of the Professors of the Inns of Court at Lincoln's-inn Hall, on the 18th of October, 1876.

have awarded the following prizes to the students.

For Roman law, international law, and legal history—Russell, Gray's Inn, £50; Fillan, Thomas Temple, £15; Gregorowski, Gray's Inn, £10.

For English law, Middle Temple, £10; William George, Middle Temple, £5.

For Personal Property Law—Clarkson, Gray's Inn, £50; Carew, James Temple, £25; Everard, James Temple, £15.

have also awarded to the student the greatest aggregate number of subjects of the lectures given by two persons, viz., in jurisprudence, Roman law, and constitutional law and common law—Parker, Edward Temple, £30.

#### LAW STUDENTS' SOCIETY.

At the annual inaugural meeting of this Society on Monday evening last, at the Hall, Strand. There was a large attendance. The chair was taken by Forsyth, Q.C., LL.D., M.P.; and present were Mr. A. G. Marten, Mr. W. T. Gharley, M.P., D.C.L., Mr. M. P. Montague Cookson, Mr. Charles Ford, F.R.S.L., Mr. Shirley, B.A., Professor Sheldon, G. Lake (a member of the Incorporated Society), Mr. Fairfoot, Mr. W. J. T. Davies, S.S.C., Mr. W. Dowson, M.P., &c.

Mr. Forsyth, Q.C., M.P., in rising to address the meeting was received with cheers. He felt some diffidence in addressing the assembly as he saw those "recording reporters" present. The present meeting indeed him of the days of his youth penning life. When he was an undergraduate of the University of Cambridge, he was of the Union Debating Society, and the debates in the exciting times of the Reform Bill. When he came to London to the Bar he was one of the few members of the Royal Society, which used to meet in the Strand, where there were carried on legal questions or topics of the day. He also joined the old Forensic Society, and also discussed points of law. He was a member of the Mansfield Society, in the Strand, most of the members of which had passed away, and the society had almost ceased to exist. This showed the importance of debating societies, and he continued to grow and the more experience the more convinced he was of the importance of them, however little individually had been able to profit of the most interesting, perhaps, debating societies was one of which—the Speculative Society at Edinburgh. It was interesting to give a short account of some members during the last year in the annals of the country, men in the Senate, at the Bar, and in various literature and art. It was established by some young men then pursuing their studies at Edinburgh. To give them an

idea of the spirit of that society he would mention a few of the names of the distinguished men afterwards illustrious in public life. Amongst these were Alexander Tytler, Professor Playfair, Lord Woodhouselee, Dugald Stewart, Lord Glenlee, Lord Elgin, Sir James Mackintosh, Charles Hofer, Sir Walter Scott, Lord Jeffrey, Lord Brougham, Francis Horner, Lord Cockburn, the late Marquis of Lansdowne, Professor Wilson, Sir William Hamilton, &c. Before the French Revolution, which was the great conflagration that lit up with lurid fire all the political questions of Europe, such subjects as the following were discussed:—"Whether marriage or the single state tends to promote virtue." (A laugh.) "Is any faith to be given to dreams?" "Was the modesty of the fair sex natural or acquired?" (Laughter.) But after the French Revolution practical politics were much more freely discussed, and questions affecting the Established Religion, Parliamentary Reform, and Women's Rights were gone into. With regard to the last matter, he was glad to see that it had been discussed recently by the members of that society, who had come to the conclusion that the learned professions should be open to women. The United Law Students' Society embraced three objects:—First, the promotion of the interests of law students and of the legal profession; secondly, the acquisition of information upon subjects connected with the study and practice of the law; and, thirdly, the cultivation of the art of public speaking. As to the first it was not necessary for him to say a single word. It was a maxim that it was for the interests of law students and the legal profession that they should meet together to discuss in debates questions of law and of general interest; that they should conduct legal correspondence with all parts of the country; that they should give and receive suggestions, and hold their minds open to all questions of law reform, and be ready to consider the various points of propositions that the ingenuity of man could bring before them. As to the second point, he supposed that their society formed a sort of mimic court of law, and that they used the same arguments and pursued the same analogies as if they were employed as barristers before the High Court of Justice. It was impossible to exaggerate the importance of public discussions to law students. He saw that that week they were going to discuss the following:—"A, riding in a hansom cab, is injured by a collision caused by the negligence of B, and the contributory negligence of the driver of the hansom cab. Can A. successfully sue B?" How could a man argue that question properly without he was acquainted with the law of contributory negligence and agency? (Hear.) But the legal questions happily were not confined merely to technical points of law; they embraced a far wider and a more general scope. There was, for instance, the great question of law reform; and they should seek to enlarge their minds and to strengthen their intellects, so that they might hereafter contribute something towards the improvement of the science of jurisprudence. Looking back a few years to the state of the law as it was, and as it is, there was much ground for thankfulness and hope. The criminal law was formerly written in letters of blood; it was truly a Draconian law, and great efforts were made, even by men like Lord Ellenborough, to reject what were then regarded as dangerous innovations. Our system of civil law was for a long time disgraced and degraded by technicalities, for that abominable system of chicanery called "special pleading," contained in the sixteen volumes of Meeson and Welsby, showed a modicum of misapplied knowledge and perverted ingenuity. It formerly flourished in full vigour, and was a constant source of iniquity and injustice. (Cheers.) Happily these things were changed, and the judges now sought to arrive at the substantial merits of the case, instead of showing their acumen by finding out little quibbling points of law, to the injury of suitors and to the detriment of justice. (Applause.) Then there was the subject of the law of evidence, and also the question of codification. How long were they to allow an incoherent mass of contradictory matter to be scattered through the numerous volumes of law books? Were they never in England to find a man, or a body of men, who would do for them what the jurists of France did at the beginning of the century, and whose labours were contained in the "Code Napoleon?" (Hear.) Then, again, there was the question of the construction of Acts of Parliament. How long were there to be Acts of Parliament of which judges declared their inability to determine the meaning, calling forth the retort on the judges that they were endeavouring to sneer at the wisdom of Parliament. Besides that the legal questions were not confined to a narrow compass. Take, for instance, the wide, important, and almost universal range of constitutional law, and the manner in which its principles bore upon such questions as the Fugitive Slave Circular, Extradition Treaties, prerogative of the Crown

to cede territories in time of peace, and also the limitation of English territory, as argued in the case of the *Franconia*. Again, the members of a society like the one he was addressing might direct their attention to the numerous questions of international law. All these things showed that in discussing legal matters they were not confined to narrow points of technical detail, but they might proceed to the investigation of historical questions. As to logical training, he did not think they could do better than study the judgments of the great minds of the English law. He would instance Sir William Grant, Master of the Rolls, and Lord Stowell, whose soundness of reasoning, accuracy of logic, and beauty of diction were universally recognised. Logical questions, so far from narrowing the mind enlarge it. It was the remark of Burke that the tendency of the study of the law was rather to sharpen than to enlarge the intellect, though at the same time he paid a fitting tribute to the study. If they would bear with him (Mr. Forsyth) a few moments longer, he would proceed at greater length to refer to the art of public speaking (cheers), which was the third object of this society. He did not forget that he was addressing that night not merely those who would embrace the profession of the Bar, but those who intended to practise as solicitors, and therefore it would appear at first sight that the subject would not interest the latter so much as the former; but they must remember that County Courts were open to solicitors as well as to barristers, and he was told that in the country some of the most successful advocates were not barristers, but solicitors. (Hear, hear.) But whatever occupation a man might follow, at some period of his life he would be called upon to make a speech, and therefore it was highly necessary to cultivate the art of public speaking, so that he ought to learn to speak with something like fluency and ease. He confessed he felt some diffidence in presuming to give them advice on this subject by which they would improve the art of public speaking. Perhaps some of them must be inclined to say what the Athenians remarked to Paul, "What does this babbler say?" (a laugh), but he (Mr. Forsyth) had the consolation of knowing that if he did not serve as an example he could act as a warning. They could criticise his shortcomings, and see how far he fell short of the model he sought to set before them. It would not be denied that Englishmen were not generally so eloquent or as fluent as the Frenchman, who always spoke with fluency and ease, while he was unrivalled in the art of conversation. The Italian, too, could always speak with grace, fluency, and warmth; while the German, who had to deal with the most cumbersome and involved language possible, always spoke with marvellous ease and fluency. An Englishman hesitated, halted, and stammered; he repeated himself, and spoke lamely and haltingly, certainly with pain to himself, giving no great pleasure to his audience. He thought this was due to the fact that in the English character, there were more earnestness and thought as compared with other nations. (Hear, hear.) Englishmen would bestow no care, study, or preparation beforehand. It was an absurdity to suppose that one of the most noble gifts, that of oratory, could be attained without pains, study, reflection, or practice (cheers), and yet he would like to know another country in the world where the rewards of public speaking were so certain, assured, and as easy as in England, or where there were more opportunities. The great secret of the freedom of England was their self government—parish meetings, vestry meetings, and public meetings. Almost every one could become a decent speaker, if he bestowed care, study, and preparation upon his speeches before hand. A born orator was the king of men, [and he was certainly rare in England; but every one could improve his speaking if he took pains to do so. Above all things there should be especially practice, and that was why societies like theirs were so useful. A man should not trust to mere study, or be content with reading the best models, he must accustom himself to the sound of his own voice, and learn to look upon upturned faces, and get rid of that feeling of nervousness and trepidation which often unmanned the strongest mind. If a man did not accustom himself to this in early life, the chance was that he would never succeed in maturer years, and certainly never when he was old. He would advise every young man who attended a society like this never to be ashamed of writing out his speech beforehand. Let him prepare his speech at first by careful composition, saturate his mind with expressions, thoughts, and images, and not trust at first or for a long time to mere extempore inspiration. The finest speeches that came down from antiquity were all written, and some were never spoken. The Greeks and Romans were not ashamed to write out their speeches, and why should Englishmen, for Demosthenes and Cicero were certainly good examples to follow—

Let them not think that he was advising them to get their speeches off by heart, for if they did they would expose themselves, as in the following couplet:

They say that Dudley has no heart, but I deny it;  
He has a heart, and gets his speeches by it.

Let them learn to vary their phrases, to make their sentences grammatical, to store their minds with imagery, and put these down on paper, that when they rose to address a meeting, looking at them would refresh their memory, and act as a stepping stone in getting out of the deep water of difficulty, so that in time they would be able to throw away the corks and swim alone. (Cheers.) Lord Brougham copied out eight times the concluding passages of his peroration on Queen Caroline's trial. Let them not think they were born orators, but they should take care by study to qualify themselves for any post they might afterwards fill where oratory was the chief requisite. As far as they could they should always economise their time by making themselves acquainted with the best models—the Greek and Latin writers. Look, too, at the treasures stored up in their own language. He could not conceive a richer treat than the pages of Jeremy Taylor, whose mind was like a fountain; or an author like Barrow, full of massive and robust strength, with a wonderful power of diction. Think, also, of a writer like Burke, one of the few who had been a great writer as well as orator. Surely, if they saturated their minds with authors like these they would be well furnished in debate. (Cheers.) Feed on rich pastures of the vegetation of their mind, and so make it fertile; but never forget the character of the age in which they lived, which was a business-like practical age, for it would be an anachronism and of bad taste to copy a model designed for other times, other climates, and other intellects. (Hear, hear.) They must consider not only the model they were studying, but the audience the orator was addressing, and the times he lived in. Above all things they must avoid declamation, for the most dangerous thing a man could possibly do was to write down or attempt to speak a declamatory speech. With regard to conducting an argument, first of all a case should never be overstated, it being dangerous, enabling an opponent to fasten on the weak flanks and avoid the strong part of the argument. He (Mr. Forsyth) urged them to keep steadily in view the points they wished to contravert, and not to be betrayed into bye-paths, remembering that all errors had a substratum of truth. It was a most useful thing to shift the line of defence into a line of attack. They should not be off the defensive; but having defended their position, to a certain extent, carry the war into the enemy's camp, and make him feel that he at least was as invulnerable as themselves. In conclusion, Mr. Forsyth said that it was impossible to look upon the assembly of youthful faces before him without emotion. There were many now sitting before him who, doubtless, hereafter would rise to eminence and distinction. They should remember that they could never succeed in high life without study and care; they would be probably discouraged, and find the road weary enough, as he had, that led to success; but he advised them never to despair, for depend upon it a way was made for them if they would but persevere. Let them remember that the animating spirit of the legal profession ought to be their sole object, and be determined that the robe of justice, while it was in their keeping, should never be stained by meanness or trickery. They might not succeed, for

'Tis not in mortals to command success;  
But we'll do more, Sempronius, we'll deserve it.

He would conclude by reciting the following:

A few more storms shall beat  
On this wild rocky shore;  
And we shall be where tempests cease,  
And surges swell no more.

Who would gain a fortune or a coronet at the price of the stings of a self-reproving conscience? (Loud cheers.)

Mr. A. G. Marten, Q.C., M.P., then moved the following resolution:—"That, having regard to the present condition of the law, it is desirable that law students of both branches of the profession should meet together for the consideration and discussion of questions of importance to the profession at large, and the Law Student Societies, as offering facilities for that object, deserve the hearty support of the whole profession. In doing so he congratulated the Society, for the first time, upon having a surplus. (Cheers.) The United Law Students' Society was really the coming law society, embracing as it did members of both branches of the profession. With regard to the terms of the resolution, he thought nothing was more beneficial than that law students should meet together for the discussion of questions of importance to the profession. He would not enter upon the moot point whether barristers and solicitors should undergo the same examination; but, as regarded the latter, they were really the great of private individuals throughout the

country, and occupied a position of confidence. Solicitors were entrusted with family secrets, and the confidence placed in them was never betrayed, so that when the question of their passing the same examination as barristers was considered, only the different functions in life they performed must be looked at. But of their meeting together and forming acquaintances, there could be no question. There were hard examinations to be passed for the Bar, so also there were for solicitors; but he thought that neither lectures or examinations formed the real basis of education. (Hear, hear.) Lord Bacon had said, "Reading maketh a full man, conference a ready man, and writing an exact man;" but the exigencies of legal life were such, that in order that a man might be fit for the fulfilment of his legal duties he must not only be a "full man" but also a "ready man," and, above all, he must be an "exact man," so that they could not neglect any one of those three branches of study which were required for the purpose of making a complete professional man. (Cheers.)

Mr. Montague Cookson, Q.C., D.C.L. (the hon. standing counsel of the society), in seconding the resolution, said he had the honour of being connected with this society some years, during which it had undergone a transformation much for the better. It was an essential feature that it was a "United Society." (Hear, hear.) He heartily agreed with the motion of the 17th Jan. last, discussed at the usual weekly meeting, "That Bar students and articled clerks should be educated together, and pass the same examinations." For the first time in 1871, a compulsory examination for the Bar was decided upon by the Inns of Court. (cheers): but he could not see any reason why there should not be one body to examine Bar students and solicitors alike. Depend upon it, when Parliament met, the question of the School of Law would again be brought forward, and he hoped to see the motion carried. (Applause.) He maintained that in a country like England it was the duty of the State to provide competent instruction upon questions of law. (Hear, hear.)

The resolution was unanimously carried.

Mr. Serjeant Simon, M.P., then moved the following:—"That it is desirable for law students to consider and discuss questions, not only of purely legal interest, but also of public and general importance, since a lawyer should be as well a man of culture and general information, as also well versed in matters pertaining to his own profession." He fully agreed with what had been said as to the profitable advantages of debating societies like those referred to by the chairman, the primary advantage being that of enabling a young man to form opinions upon the different subjects of the day. He objected to the principle of taking up a certain side in a debate, "for the sake of argument," contending that whatever side they took, it should be from a conscientious conviction that in their minds it was the right one. The cultivation of the intellect should never be at the expense of the moral feelings, for they would deaden and weaken the moral sense if they made it subsidiary to a purely intellectual process. With regard to the terms of the resolution, in which he of course agreed, he could not conceive a more miserable creature than what was called a mere lawyer: a man who knew nothing of the world, but only of the law as laid down in books. He was quite in favour of compulsory legal examination for both branches of the profession, which should take place at the commencement of the students' career. No one should undertake the duties of an advocate, unless he had received the education of a gentleman. (Hear, hear.)

Professor Sheldon Amos, in terms of encouragement to the students, seconded the resolution, which, having been supported by Mr. W. J. Fraser, formerly an active member of the society, in some very appropriate observations, was carried.

Mr. J. T. Davies moved, and Mr. W. Dowson seconded, a resolution to the effect that the thanks of the meeting be given to the friends of legal education who had taken an interest in the society; and to the Hon. Society of Clements' Inn for the use of their hall, and each gentleman in doing so dwelt upon the great benefit which he had derived from taking an active part in the debates and in the management of the society.

The Hon. Secretary of the society (Mr. J. B. Rubinstein), in moving a vote of thanks to the honourable and learned gentleman (Mr. Forsyth) for presiding on the occasion, dwelt upon the great advantage which law students derived from the valuable advice of distinguished men like their chairman, who were always ready to attend gatherings of students such as the present one. He expressed the hope that there would soon be only one Law Students' Society for the whole of London, and he took the opportunity of mentioning that the Council of the Incorporated Law Society had, with the utmost kindness, placed a lecture room and the libraries at the disposal of the society for the

purpose especially of meeting to discuss and jurisprudential questions.

Mr. Charles Ford (hon. solicitor of the soc in seconding the vote of thanks to the law chairman, dwelt upon the pleasure which he at being present and at being permitted honour of calling on those present to read hearty vote of thanks to Mr. Forsyth for his and especially interesting address. Mr. Ford minded the students that Mr. Martin had as he saw no reason why students for both branches should not meet at the same debating society that Mr. Cookson had said he saw no reason why all law students should not be taught and examined under one roof, but, added Mr. Ford, he had not been told why it is that, having crossed the Rubicon, having become solicitors, the (solicitors) were placed in a worse and a difficult position than any other of His Majesty's subjects who desired to be called to the Bar. The existing regulations were unjust and unfair, and, assuming that Mr. Serjt. Simon was right in suggesting that the judges of the present day could not hold their own against any of the eminent lawyers who had long ago passed away, it might be in a measure traced to the operation of a monopoly such as that which the Bar enjoyed. Mr. Ford called upon all present support the motion, and declared the same to be carried unanimously.

The learned Chairman, in returning that expressed his readiness to do anything in his power to promote the welfare of the society.

Another meeting of the above society was held at Clements' Inn Hall, Strand, on Wednesday the 24th inst., the following formed the subject of discussion:—"A., riding in a Hansom cab, injured by a collision caused by the negligence of B. and the contributory negligence of the driver of the Hansom cab. Can A. successfully sue B. The case of *The Milan* (31 L. J. 105 Prob. M.A.) was principally relied on for the affirm. *Thorogood v. Bryan* (8 C. B. 115; 13 L. J. C. P.), supported by *Armstrong v. The Lancashire and Yorkshire Railway Company*, being cited the negative. After a very full discussion the motion was negatived by a majority of seven, the ground that in spite of *The Milan* and cases quoted, the decision in *Thorogood v. Bryan* was still good law, and met the case. The following is to form the subject of the next debate, Wednesday, the 31st instant:—"That the Will Worship Act should be repealed, on the ground that it unduly interferes with the rights of the Church of England."

#### BOLTON ARTICLED CLERKS' SOCIETY.

THIS society held its third ordinary meeting Wednesday, 17th Jan. inst., at the Law Society rooms, Wood-street, Bolton, when Mr. Parnell took the chair. A useful essay on "Deeds" was read by Mr. Cullen, after which the chairman, the evening, "Should the acknowledgment of Deeds by Married Women be Abolished?" opened in the affirmative by Mr. Cooper, who was supported by Mr. Balshaw. For the negative there appeared Messrs. Taylor and Hearn and others of the members took part in the debate. There was an equal division of votes on the question, which was decided in the affirmative by casting vote of the chairman.

#### HUDDERSFIELD LAW STUDENTS' SOCIETY.

A GENERAL meeting of this society was held Monday evening last at the County Court Hall, Queen-street, Mr. James Yeoman in the chair. Mr. Priestly opened the evening's debate in the affirmative of the proposition, "That in cases where a judicial separation can now be decreed discretionary power should be given to the court to grant a divorce." Mr. Newton argued in support of the negative. A discussion of an interesting character, joined in by all the members present followed. The question, on being put to the meeting, was decided in favour of the negative, a small majority. The chairman having alluded to the fact that a prominent member of the society, Mr. Piercy, had achieved distinction in the recent LL.B. examination of the University of London, a hearty vote of congratulation accorded to Mr. Piercy on the success which attended his efforts.

#### HULL LAW STUDENTS' SOCIETY.

AN ordinary meeting was held on Tuesday, 16th Jan. The point discussed was, "Can a plaintiff recover for medicine and attendance he is duly registered at the time of the case?" Messrs. Booth and Watson argued in the affirmative, and Messrs. Bell, Lambert, Farrell, the son, and Winter in the negative. The point was decided in the negative.

Another ordinary meeting was held on Wednesday, 23rd Jan., when the following subject was



id: "Is Mr. Norwood's Barristers' Fees Bill of support?" The affirmative was taken by Mr. Martinson, and supported by Messrs. Mason, Lambert, Winter and Booth, the negative upheld by Mr. Brown. The question carried in the affirmative.

#### LEEDS LAW STUDENTS' SOCIETY.

Annual meeting of the above society was on the 22nd inst., in the library at the Philosophical Hall. Mr. W. T. S. Daniel, Q.C. (the guest) occupied the chair. There was a good attendance, which included Mr. Vincent Thompson, Mr. Thomas Marshall (a member of the Leeds of the Incorporated Law Society), and Mr. S. Newstead.

Objects of the society, as stated in the published rules, are the discussion by its members of and jurisprudential subjects, the delivery of essays and the reading of papers on the above subjects, either by its members or by any persons the committee may think fit to invite; the cement of its ordinary members in the study and study of the law; the cultivation of art of public speaking.

President, after expressing the pleasure he as an old articulated clerk, in being present, said that to all law students he would say, be in mind that what you are entering upon is an honourable profession, a profession in which leisure should be to qualify yourself for the which you may be required to undertake; allow your Profession to be degraded into a ; never make the mere acquisition of money the prime object of your labours, but let object be to distinguish yourself in such a way as you may acquire the confidence of those who may come under the influence of your practice.

A law student in the present day stood in a different position from the law students of his When he was an articulated clerk there were no things as examinations, nor were there those as for law students to acquire information and knowledge which existed now-a-days. He could advise the young articulated clerk not to move the details of what might perhaps be the drudgery of the Profession, and, having read the details, let him interest himself in matter of business which his employer gave him opportunity of making himself acquainted with.

He should also pursue his reading systematically. In preparing for examination he should opt a system of mere cramming. The field was so wide that a student would not wisely confined himself to that particular branch which he had a taste. There were some in which the chief business was of a commercial nature, others where it was of a criminal character, and others where it related to conveyance or bankruptcy, and the student would do well to confine himself to the particular branch of law practised in the office where he was articled. In whatever branch he made himself skilled he should do his work thoroughly. But a student should not content himself with a student of law only. He should follow some intellectual pursuits. If he would qualify himself for the honours of the Profession, he would do well to pay attention to the historical of the law, and if he had a taste for classical literature this taste should be cultivated. He should find in the study of botany or geology considerable intellectual enjoyment and a means of diversion. The speaker advised his hearers to all amusements which afforded merely gratification, and said it might not be out of place to give a hint with reference to the habits of young men of the present day if he lifted up a strong voice against that vice which seemed to be prevailing in every direction—the vice of idleness. These suggestions might seem to be inglorious, but they were suggestions of what was intended to benefit them. Let him remember that the branch of the profession to which they belonged was year by year increasing in importance over the other branches of the profession; he believed that the influence of the profession was waxing in every direction, and that those who succeeded in obtaining the right to be entered on the roll of solicitors had before them a field of professional distinction and cement. Municipal honours, and municipal offices, attended with honour, were within reach of all; they might by honourable successful practice so win the confidence and opinion of those among whom they lived that they might become mayors of the various towns in which they practised. Parliamentary honours also open to them. There was also that which was a higher distinction still—namely, the peerage. He mentioned the cases of Justice Field and Justice Manisty as the most recent cases of advancement in life of law students who were articled clerks. The path of preference was thus clear and open to all, and he commended the members of the society upon its constitution. He suggested that as Mr. Serjeant Atkinson was his brother judge in Leeds,

he should also be his co-president of the society. (Hear, hear.) He predicted that the proposed fortnightly meeting of the society for the discussion of some legal propositions would result in much good to the students. (Applause.)

Mr. Vincent Thompson said he hoped that the society would have in it more vitality than the one which existed for a short time some years ago. He thought the attendance of students that evening was a good omen for the future. He exhorted his hearers to lay to heart the excellent advice given by the president. In that society the members would get a freshness of knowledge which they would not obtain from mere reading of books, and he hoped that they would take care to make due preparations for the discussions which would take place, for they must bear in mind that the time they occupied in preparing a case for argument at the meeting of that society would be well employed.

The President remarked that when he first went to London he joined a law society for discussion, and the four leading speakers at those meetings afterwards distinguished themselves. They were the late Sir John Holt, the late Mr. Justice Keating, Sir John Byles, and Mr. John Wm. Smith, the author of "Leading Cases."

Mr. Thos. Marshall, M.A., spoke of the value of debating societies in imparting knowledge and in acquiring fluency of expression.

Mr. H. Shaw (hon. secretary), in proposing a vote of thanks to the president, said the society had started with 26 members.

Mr. S. R. Meredith (treasurer) seconded the motion, which was carried, and the meeting concluded.

#### MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The fifth ordinary meeting of this session was held at the Law Library, Cross-street Chambers, on the 16th Jan. 1877. Alfred Singleton, Esq., Barrister-at-Law, consented to take the chair in the place of Alfred Hopkinson, Esq., who had been advertised to preside.

Present: Messrs. Donnelly, Wallis, Flower, Atkins, Etheredge, W. Slater, John Simpson, Sykes, Higham, Wilde, Williams, and the secretary. Mr. John William Higson, articled to Mr. Walter Scowcroft, solicitor, Bury, was duly elected an ordinary member of the society.

The following was the subject for the evening's discussion:—In the marshalling of assets, is a widow, as to her paraphernalia deemed to be in the position of a simple contract creditor, and as such entitled to precedence over specific legatees or devisees? (Lord Townsend v. Windham, 2 Ves. Sr. 7; *Robert v. Clifford*, Amb.; *Graham v. Londonderry*, 3 Atk. 395; *Williams' Real Assets*, 118.)

Mr. Atkins, in the absence of Mr. Richardson, opened the evening's debate, remarking that a woman's separate estate was a creature of the Court of Equity. Mr. Higham, in the place of Mr. Jones in the negative, quoted the case of *Burton v. Pierrepont* (2 Pl. Williams 79). Mr. Donnelly, in the affirmative, read a passage from Blackstone's Commentaries; and Mr. Wallis in the negative, laid particular stress on the word "specific," although he admitted the widow's resemblance to a simple contract creditor. Mr. Flower, for the affirmative, brought forward the case of *Poynton v. Poynton*.

The secretary and Mr. Walter Slater also addressed the meeting, and thereupon Mr. Atkins replied, contending that *Burton v. Pierrepont* was not a decision on the point at issue. The learned chairman, in summing up, dwelt upon the cases which had been cited, and also on the case of *Tipping v. Tipping*. On the motion being put to the meeting it was carried in the affirmative.

A vote of thanks having been tendered to the learned chairman, and acknowledged by him in appropriate terms, the proceedings came to a conclusion.

#### SOUTHAMPTON LAW DEBATING SOCIETY.

The first annual meeting of this society was held at No. 6, Portland-street, on Thursday, the 18th inst., C. F. Lucas, Esq., solicitor, in the chair. The committee's report and treasurer's account were passed, and the following officers were elected for the ensuing year: President, P. M. Leonard, Esq.; vice-presidents, E. S. Pearce, Esq., and H. G. Green, Esq.; treasurer, Mr. H. D. M. Page; committee, Messrs. J. H. Candy, C. F. Lucas, B. Kelly, A. W. Pearce, C. Lampert, and M. Mosely; secretary, Mr. C. H. H. Candy; auditor, Mr. I. Harle. The thanks of the society were accorded to Mr. Lampert on his resigning the post of secretary, and to Mr. J. W. Flemming, the late treasurer, for the able and energetic manner in which they had discharged their duties during the past year. The subject for debate, "Should suicide be held to be a crime?" was then opened by Mr. M. P. Kemp in the affirmative, to whom was opposed Mr. Mosely. After several

gentlemen had spoken on the subject, and the chairman had summed up, the question was decided in the affirmative by a majority of four. A vote of thanks to the chairman terminated the proceedings. The society, which now numbers thirty-one ordinary and thirteen honorary members, is to be congratulated on its flourishing condition generally, and especially on the state of its finances.

#### Queries.

EXAMINATIONS.—I was articled for three years in February 1876. Please say when I can go in for my intermediate and final examinations. CLERK.  
[Intermediate, Nov. 9 next; final, Jan. 1879.—Ed.]

INTERMEDIATE EXAMINATION.—Will the list be published of those who passed the above examination in November last? L. T.  
[Yes; it has not yet been issued by the Law Institution.—Ed.]

FINAL EXAMINATION.—I was articled for five years on Dec. 3, 1873. What is the earliest occasion on which I can present myself for final examination (having passed the intermediate)? OMEGA.  
[November, 1878.—Ed.]

—I was articled on Jan. 28, 1873, and my master died in June of the same year. I was then articled again in November following, having been in the office all the time. When is the earliest date that I can present myself for final examination? F. A. J.  
[If for five years, in June 1876.—Ed.]

## REAL PROPERTY AND CONVEYANCING.

### NOTES OF NEW DECISIONS.

LEASE—CONSTRUCTION—REPUGNANCY—ADMISSIBILITY OF COUNTERPART.—Where two parts of a lease are inconsistent the counterpart may be referred to for the purpose of determining which is correct. In a lease the term was stated in the *habendum* as ninety-four and a quarter years, and in the *reddendum* as ninety-one and a quarter. In the counterpart it was ninety-one and a quarter in both places. After ninety-one and a quarter, but before ninety-four and a quarter years had expired, the owner of the reversion sued the assignee of the lease in ejectment. Held, by Cockburn, C.J., and Bramwell and Amphlett, J.J.A. (reversing the judgment of the Common Pleas Division), that the term was ninety-one and a quarter years, and therefore plaintiff was entitled to recover. Kelly, C.B., dissented. (*Burchell v. Clerk* (35 L. T. Rep. N. S. 690. Ct. of App.))

WILL—SHIFTING CLAUSE—ELDEST SON—CONSTRUCTION.—A testator devised certain real estate to the use of R., the second son of Sir T. for life, with remainder to his first and other sons in tail male, with remainder to J., the third son of Sir T., for life, with remainder to his first and other sons in tail male, with remainder to C., the fourth son of T., for life, with remainder to his first and other sons in tail male, with remainder to the testator's right heirs. And the testator declared that in case the said R., or J., or C., should become the eldest son of Sir T., then and in such case, and so often as the same should happen, the estate therebefore devised to him becoming the eldest son of Sir T. and the remainder to the first and other sons of his body should cease, determine, and become void, as if he were actually dead without issue male of his body, and the devised estate should go to the use of such person or persons as by virtue of the devise thereinbefore contained would then be entitled as the person or persons next in remainder to the same estate, in case such person so becoming the eldest son of Sir T. was then dead without issue male. The testator died in 1819. Sir T. died in 1841, and was succeeded in the title and family estates by his eldest son, on whose death without issue, in 1863, R. succeeded to the title, but not to the family estates. On R.'s death without issue, in 1875, J. succeeded to the title, but not to the family estates. C. had previously died without issue. The testator's heir-at-law filed a bill claiming to be entitled to the devised estate on the ground that J. by becoming sole surviving son had become "the eldest son of Sir T." within the meaning of the shifting clause. Held (Bramwell, J.A. dissentiente), that a younger son could not become "eldest son" within the meaning of the shifting clause after the death of his father, and that as Sir T.'s eldest son had survived him the shifting clause never took effect. Decision of Jessel, M.R. reversed. (*Harvey Bathurst v. Stanley*; *Craven v. Stanley*, 35 L. T. Rep. N. S. 709. Ct. of App.)

WILL—CONSTRUCTION—LIFE INTEREST—CHILDREN OF DECEASED DAUGHTER.—A testator bequeathed his residuary estate to trustees, in trust for all his children, who, being sons, should attain the age of twenty-one years, or, being



daughters, should attain that age, or be married, in equal shares, the share of each of his sons to be for his own absolute use and benefit. And as to the share of each of his daughters in the said trust estate, the same should be held by his trustees, in trust to pay her the income during her life, and after her death, in trust for her children. Held, that the children of a daughter who died after the date of a will, but before the testator, were entitled to the share their mother would have taken for life: (*Unsworth v. Speakman*, 35 L. T. Rep. N. S. 731. Chan. Div.)

**DANGEROUS PROPERTY—ARTIFICIAL RESERVOIRS—ACT OF GOD—DAMAGE—OWNER'S LIABILITY.**—The defendant was the owner of a series of artificial lakes, which had existed for a long time without causing damage. Upon a most unusual rainfall—occurring, the bank at the end of the higher lake gave way, and the water rushing with great violence into the lakes below, caused their banks also to give way, and the aggregate volume of water from the lakes rushing down the valley, caused damage to certain county bridges lower down the stream. On the trial of an action by the plaintiff, the surveyor of the county, against the defendant to recover for the damage done to the bridges, the jury found that there had been no negligence in the construction or the maintenance of the lakes, but that if the flood had been anticipated, the effect might have been prevented. Held (affirming the decision of the Exchequer Division below), that the rainfall being so unusual as to amount to *vis major* or the act of God, the defendants was not liable. (*Nicholls v. Marsland*, 35 L. T. Rep. N. S. 725 Ct. of App.)

## COMPANY LAW.

### NOTES OF NEW DECISIONS.

**LIABILITY OF RAILWAY—NEGLIGENCE—TRAIN OVERTHOOTING PLATFORM.**—In an action for negligence the question whether the facts amount to negligence is for the jury. Plaintiff was a passenger by defendants' railway. The train in which she was overtook the platform. The porters called to the passengers to keep their seats, but not so that plaintiff could hear. The train was not backed. Plaintiff waited some time, and then got out, and was injured in alighting. Held, reversing the judgment of the Exchequer Division, that there was evidence to go to the jury of negligence on the part of the defendants: (*Rose v. North-Eastern Railway Company*, 35 L. T. Rep. N. S. 693. Ct. of App.)

## MAGISTRATES' LAW.

### NOTES OF NEW DECISIONS.

**PAUPER LUNATIC—LUNATIC ASYLUMS' ACT—MAINTENANCE.**—Under sect. 96 of the Lunatic Asylums' Act 1853 a retrospective order may be made by the justices for the maintenance of a pauper lunatic for a longer period than twelve months. J. P. was convicted of felony at York on the 18th Oct. 1869. He was removed to plaintiffs' asylum on the 28th Sept. 1870, and his sentence expired 18th Feb. 1871, when he became a lunatic wandering at large. The corporation of York paid for his maintenance up to June 1873, when they refused to do so any longer. In Oct. 1875 plaintiffs obtained an order from two visiting justices upon the defendants for maintenance for J. P. for two years and a quarter. This defendants refused to pay. Held, that under sect. 96 of the Lunatic Asylums' Act 1853, the justices had power to make such an order: (*Finch v. The Guardians of York Union*, 35 L. T. Rep. N. S. 708. Q. B.)

**EQUITY TO A SETTLEMENT—CHILDREN BY A FORMER MARRIAGE—WHOLE FUND SETTLED.**—A married woman, a lady living apart from her husband, became entitled to a fund of about £3000. The income of this fund, added to her present income, would make up her total income to about £3000 a year. Her husband was unable to contribute anything towards her maintenance. Held, that she was entitled, as against her husband and his incumbrancers, to have the whole fund settled. She had two children by a former marriage, but none by her present marriage. The two children were of age and well provided for, independently of their mother. Held, that they must be included in the settlement, and that the court could not enter upon any inquiry as to their means: (*Conington v. Gilliat*, 35 L. T. Rep. N. S. 736. Chan. Div.)

## MARITIME LAW.

### THE WRECK COMMISSIONER'S COURT.

SOME remarks of importance as to the procedure in formal investigations under the Merchant Shipping Acts 1854 to 1876 occur in the official report of the formal investigation into the circumstances attending the stranding of the British sailing ship *Rescue*, of London, on the morning of Sunday, the 3rd Dec. 1876, on the rocks north of Alnmouth, held before the Wreck Commissioner, at Newcastle-upon-Tyne, on the 16th and 18th Dec.

The Commissioner said: Before I proceed to deal with the facts of this case, it may be well to state the course which these proceedings have taken. When the case was called on, finding that neither the owners nor the officers of the ship were represented before the court, I asked whether anyone would appear for them, and was informed that they had employed a solicitor, but that he did not propose to appear until it was seen whether a charge would be preferred against the officers or not. I thereupon informed them that such a course might place them at a great disadvantage, as they might thus have no opportunity of offering explanations on points on which it might seem to be necessary. Mr. Hamel, who appeared for the Board of Trade, stated that he believed it was owing to some misapprehension as to the practice that would be followed that the solicitor for the officers was not then present; he probably thought that the same course which had been taken in a recent case before the magistrates at Sunderland would be followed in this case; and that if the Board of Trade, after hearing the evidence of the witnesses from the ship, should think proper to make a charge, the whole of the evidence would be gone into again; that in fact it would be considered as a new proceeding. I stated that such a course appeared to me to be open to very grave objections, and that it was not one which I intended to follow; moreover, that it appeared to me that the rules were very clear and explicit upon the subject, for the 18th rule provides that after a charge had been made, and the defendant had appeared, the Board of Trade should produce "any further witnesses" whom they might wish to examine, evidently implying that some witnesses had been already examined, and that the Board of Trade was at liberty either to rely upon the evidence already given, or, if it thought fit, produce "further" evidence in support of the charge, and that in fact the whole must be regarded as one continuous proceeding. Mr. Hamel stated that that was certainly the view that he had taken of the rules, and at my suggestion he sent a message to the solicitor who had been retained for the officers, to inform him of the course which I had proposed to adopt.

The solicitor, however, not appearing, the cause proceeded, and all the survivors from the ship, six in number, one of them having died since, were produced and examined. And at the conclusion of their examination Mr. Hamel stated that it was his intention to prefer charges against the master and the mate, who thereupon applied for an adjournment, and it being then nearly four o'clock on Saturday, I adjourned the further hearing until Monday morning, the 18th, at ten.

On the hearing being resumed, Mr. Bush, solicitor, appeared for the master and mate, and asked that all the evidence might be read over. I, however, declined to accede to his application, but at the same time informed him of the points which, in our opinion, appeared to press most strongly against his clients. But whilst I objected to have the whole of the evidence gone over again, I stated that as his absence on the previous occasion was due to some misapprehension as to the practice which would follow, I was prepared, having the shorthand writer's notes of the evidence before me, to read to him such parts thereof as he might wish. I added that he would of course be entitled to recall any of the witnesses who had been already examined, and to produce any further witnesses he might wish.

Mr. Bush thereupon expressed himself quite satisfied, and stated that as he now knew what were the parts of the case which seemed to press upon the mind of the court, he would not trouble me to read any of the evidence, as he was already fully informed of the facts. He however asked to be allowed to recall the master, the mate, and an apprentice named Bass who had been examined on the Saturday, which was accordingly done, and they were examined and cross-examined as to the circumstances. No further witnesses having been called the case was concluded.

## COUNTY COURTS.

### MANCHESTER COUNTY COURT

Friday, Jan. 12.

(Before J. A. RUSSELL, Esq., Q.C., J.P.)  
**GLAZIER v. THE LANCASHIRE AND YORK RAILWAY COMPANY.**

*Railway Company—Contract—Single Regulation of traffic.*

THE action was brought to recover damages from the defendants for breach of agreement.

The plaintiff, Mr. William Glasier, was represented by Addison.

The defendants by Jordan.

Addison, in opening the case, said it was an important one, and had been submitted to him by counsel in London, who had given an opinion in plaintiff's favour. Proceedings were commenced in a superior court, but were afterwards withdrawn, and the present action brought. The plaintiff was a member of the Rochdale Working Men's Club, and this club had arranged an excursion to London on Saturday, Aug. 11. The most important part of the programme was to arrange with the railway company to provide a special train, and Mr. Glasier, on behalf of the committee of the club, had an interview with the secretary of the company, who promised to provide them with the special train. Mr. Glasier pointed out to the secretary that it was an important thing that the members of the club should travel together, there being some kind of understanding that the members of an association club—a club of different politics to themselves—might be allowed to mix with them, and that of things would have been unpleasant to the members of the Working Men's Club. The secretary of the company promised to let them have a train to themselves, and so far as the journey to London was concerned his promise was absolute. The excursion was to return from King's Cross Station, on the Wednesday evening at 10 o'clock, a number of the party arriving at the station at 10 o'clock they found that the railway company, instead of providing for their special train, had connected two trains together. It seemed that the Conservative Association of Rochdale had also had a trip to London, and the train was timed to leave King's Cross at 10 o'clock the same night. The official of the railway had connected these two trains together, intending that they should be drawn by the same engine. The statement of the plaintiff was that the Conservatives were distributed in the coaches throughout the entire length of the train, and he and other members of the committee insisted upon being taken back to Rochdale in accordance with the terms of the agreement. Failing to induce the officials to run a special train, Mr. Glasier said that extra carriages were placed at the end of the train, and his party kept separate from the Conservatives. The railway authorities, however, would not let him reason in the matter, and consequently a number of the members of the Working Men's Club were prevented from returning in the train they desired, and about 122 went to the Railway Station, and came back to Rochdale on an ordinary train. The plaintiff felt personally injured in the matter, and that was the reason why he brought that action. The question was that the railway company should be bound to certain number of tickets, and there was a separate contract sum claimed by Mr. Glasier was 17s., the cost of the third-class fare from London to Manchester, and his object in bringing the action was to show the company that they ought not to break their agreement.

Jordan asked the judge to nonsuit the case on the opening of counsel. The contract the company had made was to run a special train from Rochdale to London, via Oldham, and the company reserved to themselves the right to attach other carriages to the train.

His HONOUR said that clause was not an agreement.

Jordan said that did not materially object. In returning from London the company placed two trains together for public use, each portion was divided by a guard's van, Conservatives being in front and the Working Men's Club in the rear. When they became aware of this, they went to another station and by another line, and he submitted that it was no right to do so, as there was plenty of room in the train in question.

His HONOUR.—The only question I decide is whether or not there was a breach of contract at half-past ten o'clock.

Jordan said that action was brought in order, if a verdict were given against the company. He submitted that under the Judicature Act the whole of the plaintiff's case upon one contract, and not split it up into actions.

## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover .....	Saturday, Feb. 3 .....	W. W. Ravenhill, Esq. ....	10 days .....	Thomas Lamb.
New Windsor .....	Friday, Feb. 3 .....	A. M. Skinner, Esq., Q.C. ....	10 days .....	Henry Darvill.
Nottingham .....	Tuesday, Feb. 6 .....	Richard Wildman, Esq. ....	1 day .....	Arthur Wells.
Salisbury .....	Wednesday, Jan. 31 .....	J. D. Chambers, Esq. ....	10 days .....	Francis Hodding.
Worcester .....	Thursday, Feb. 1 .....	W. J. Nelson Neale, Esq. ....	10 days .....	Samuel Wilkinson.

HONOUR said that they could do so without the Act, because each passenger had a ticket, and each ticket was a separate contract. The railway company attached the two trains together to avoid danger on the line, he would not say that that was a reasonable thing to do. The plaintiff said that that was what the railway company had done.

For the defence, said the company it was advisable for the public safety to make the two trains into one, keeping one part separate from the other, and stationing porters on the platform to direct the Conservatives to the front and the Liberals to the back. Mr. Glasier objected to this arrangement, and asked for a special train. The Inspector told him he could not have one. The reason why the trains were joined was because the Conservatives were few in number, and the Liberals were more numerous; but the truth was the company would have carried the whole party if it had not been for the intervention of Mr. Glasier, who got his back up, and got on his comrades to get out of the train. He said that the company, in the exercise of its discretion, had a perfect right to couple the trains together, and that Mr. Glasier could not sue his action after inviting 120 people to the carriages. Without arguing the question, he submitted that one person could sue himself out and bring an action for breach of contract. The contract was for 300, and the plaintiff stipulated upon was £225. But the members of the club had themselves violated the contract by charging a higher fare than that stipulated, and he contended that they had not any damages by reason of their not being brought back to Rochdale by a train.

On the facts being proved as opened, the plaintiff stopped the case, saying Mr. Glasier need not proceed any further. There were no questions in the case. The first was whether or not Mr. Glasier had a right in law to sue without reference to the facts. To prevent misconception, he thought it his duty to give his opinion on the question, although it was not the point he would decide the case. In law, Mr. Glasier had a right to sue upon the contract, because the workman's club was a club consisting of individuals, and not a corporation of any kind. The company agreed not to provide a train, but to deliver tickets, the effect of that was to give each holder a ticket against the company. Then, of course, the question whether there was a breach of contract. By the contract the workman's club had a right to be carried in a train by themselves, of course, to the working committee of the company. The evidence showed that the authorities deemed it necessary for the safety of the passengers to couple the trains together, but at the same time they took the precaution to keep them separate from each other by a brake van between them. He was to say, according to his judgment, that this was a perfectly reasonable and proper mode of running the traffic upon the line, and it was no breach of the agreement, because the plaintiff had to be carried in carriages with their friends, and none other. Such a condition was provided, and although there was a right to sue in point of law, there was, in fact, a breach of the agreement. There would be no action for the railway company, with costs.

## BANKRUPTCY LAW.

### NOTES OF NEW DECISIONS.

**BUILDING CONTRACT—LIQUIDATED DAMAGES—BREACH—PROOF—BANKRUPTCY ACT 1869, s. 31.**—In April, a building contractor entered into a contract with the governors of a school to build and complete a school house by the end of the year. The contract contained a variety of provisions, with remedies for the breach of them, among other things, that the contractor should pay to the governors the sum of £1000 every week after the end of the year in which the works should remain unfinished; and ended with a clause providing that in case the contractor was not in all things duly performed, he should pay to the governors a sum of £1000 as and for liquidated damages. The contractor failed before the end of the year, and the trustee in bankruptcy abandoned the contract. Held (reversing the decision of Bacon, J., in *Re B. & C.*) that the sum of £1000 was really a penalty, and the governors were entitled to prove the amount of damages actually occasioned by the breach of the contract: (*Ex parte Capper*; *re B. & C.*, 35 L. T. Rep. N. S. 718. Ct. of App.)

**DULUTY PREFERENCE—RULES OF STOCK EXCHANGE—BANKRUPTCY ACT 1869, s. 6, sub. s. 92.**—A stockbroker and member of the Stock Exchange, finding himself unable

to meet his engagements, wrote to the secretary of the Stock Exchange to that effect, and was declared a defaulter. On the following day he attended a meeting of his Stock Exchange creditors, who, having heard his statement of debts and assets, agreed to accept a composition from him. At the request of the official assignees of the Stock Exchange, and in compliance with the rules of that body, he handed over to them his balance at the banker's, which formed the greater part of his assets, for distribution among his Stock Exchange creditors. At the meeting at which the creditors resolved to accept the composition the debtor stated that he had no creditors outside the Stock Exchange, and that certain large advances which were known to have been made to him by his father-in-law had been made by way of gift, and not by way of loan. This was not correct, and a few days afterwards he was adjudicated a bankrupt on the petition of his father-in-law, and the trustee in bankruptcy claimed the money which had been paid to the Stock Exchange assignees and by them distributed among the Stock Exchange creditors in accordance with the regulations of the Stock Exchange. Held, that the money must be refunded, inasmuch as any *casus bonorum* made by an insolvent on the eve of his bankruptcy for the benefit of some only of his creditors, to the exclusion of the rest, is a fraud upon the bankruptcy laws. (*Ex parte Saffrey*; *Re Cooke*, 35 L. T. Rep. N. S. 715. Ct. of App.)

**CHANGE OF TRUSTEE AND SOLICITOR—SOLICITOR'S LIEN—BANKRUPTCY RULES 1870, r. 249.**—A trustee in bankruptcy was removed from his office and a new trustee appointed. The old trustee's solicitor, on being applied to, gave up all the account books of the estate, but refused to deliver up certain documents and papers on which he had expended labour as solicitor, and upon which he claimed a lien for costs. Thereupon the new trustee applied to the court for an order upon the old trustee and his solicitor to deliver up all documents relating to his office as trustee. Held, that the solicitor was entitled to a lien on the documents which he had retained, and that the old trustee was not bound to discharge that lien by paying the costs out of his own pocket: (*Ex parte Yalden*; *Re Austin*, 35 L. T. Rep. N. S. 720. Ct. of App.)

### COMMON PLEAS DIVISION.

Friday, Jan. 19, 1876.

**WILSON AND BROWN v. BRESLAUER.**

*Bankruptcy Act 1869, ss. 31 and 126—Composition—Imperfect proof.*

THIS was a case which was partly argued last Monday. It was an action tried before Cockburn, C.J., at the Hertford Summer Assizes, and now came before the court for argument on cross motions.

Philbrick, Q.C. and Grantham, M.P. appeared for the plaintiff.

Lumley Smith was for the defendant.

The action was brought to recover money paid on a bail bond with respect to the collision of a ship, the *Ringdove*, with another vessel, the *W. H. B.*, and the defence raised was that the defendant had been obliged to compound with his creditors, and that the plaintiffs had been assenting parties to the composition. The proceedings at the trial with respect to the claims of the two plaintiffs somewhat differed—the claim of Wilson resting upon a question of fact, and that of Brown turning upon a point of law.

With regard to the first, it was proved at the trial that Wilson's name did not appear on the list of creditors in any other way than as Wilson Brothers, and that the liabilities of the defendant to Wilson Brothers arose out of transactions which had no connection with the present claim, which was one between John Wilson in person and the defendant. The defendant then relied on a written agreement between himself and Wilson Brothers, which, he contended, specifically included and settled the present claim; and upon this point, in which the evidence was somewhat conflicting, the jury found in his favour; but a rule was afterwards granted for a new trial, which was one of the cross motions argued to-day.

With regard to the plaintiff Brown, the defence turned upon a point of law, that as Brown's name and address had been inserted in the list of creditors, and he had proved for a debt, he could not split his debt and prove afterwards for a contingent liability on the bail bond, which might have been valued at the time of the composition under which Brown had acted.

The arguments on this point, which, at the suggestion of the court, was discussed first, occupied some time. At their conclusion,

Lord COLERIDGE gave judgment in favour of the defendant. The question, his Lordship said, rested upon the true construction of the 126th section of the Bankruptcy Act, and various points had been insisted on for the plaintiff which it was as well to dispose of. It had been suggested that

the plaintiff had no notice of the meeting, because he had only been scheduled as Arthur Brown and Co., whereas he had attended and proved as Arthur Brown, and notice had been given to him that it was a private debt. It was admitted in the case that Arthur Brown and Co. and Arthur Brown were the same, and it had been repeatedly held that notice meant knowledge. The plaintiff had come in under the composition, and proved, and had received instalments of his dividend. It was plain, therefore, that he had knowledge. It was also said that the amount of the debt was not duly stated by the debtor nor, in fact, was it, for the statement being for £588, the plaintiff had proved for something over £1000. It was also admitted that neither in the statement of the debtor, nor proof of the creditor, was the debt which was the subject-matter of this action included, and, as a matter of fact, that debt had not been made the subject-matter of any composition. The question, therefore, was whether that debt was barred. He was of opinion that it was. The debt was for a contingent liability, and was provable in bankruptcy, under the 31st section of the Act. The 126th section of the Act regulated the proceedings in composition; and the 270th rule explained that all debts provable under bankruptcy were provable under proceedings in composition. Was the plaintiff, therefore, a person whom the composition deed barred? Upon this he was of opinion that the recent case of *Campbell v. Im Thurm*, decided in this court, was conclusive against the plaintiff. In that case it was held if a creditor assented to the composition he was bound by it, even although his name and address did not appear in the debtor's statement. In the present case the name and address were entered, but the debt itself was inaccurately stated. He could see no sensible distinction between these two omissions. The true object was to give notice to all the creditors; and if a creditor knew that his debt was wrongly entered, rules were provided by which the mistake could be rectified. It was part of the consideration for the composition that it was to release the compounding debtor from all his debts; and it would be contrary to the whole policy of the law if a particular creditor, knowing proceedings were going on, knowing he had a claim, though partly contingent, was to content himself with an imperfect proof, and was afterwards to come forward and claim in full for a contingent liability which he refused to have valued at the time. It seemed to him, therefore, upon the authority referred to, and the true view of the 126th section of the Act, that this was a debt provable in bankruptcy, and therefore provable in composition, and that the debt was one from which the debtor would be discharged as against an assenting creditor, and that the plaintiff was an assenting creditor, with nothing in the terms of the Act to exempt him from its operation.

GROVE, J., was of the same opinion. A composition would be an idle ceremony if each creditor was, so to speak, to play his own game, and to keep secret from his brother creditors debts which he held in reserve. It was admitted this could not be done in bankruptcy, and no distinction existed which would admit of such a course under composition.

DENMAN, J., also concurred.

The COURT then proceeded to hear the rule argued, which the plaintiff Wilson had obtained for a new trial, on the ground that the verdict was against the weight of evidence, and, in the end, after *Lumley Smith* had showed cause, they discharged the rule.

### JUDICIAL STATISTICS (1875).

#### COURT OF BANKRUPTCY.

By the Bankruptcy Act 1869 (32 & 33 Vict. c. 71), the whole of the prior law of bankruptcy was repealed. Pursuant to the 59th section of the Act, the Bankruptcy Court consists of the London Court and local courts. The district of the London Court comprises the City of London and Liberties thereof, and all places situated within the districts of the Metropolitan County Courts.

The Local Bankruptcy Courts are the County Courts.

By the 130th section of the Act, the former country district courts of bankruptcy were abolished.

The London Court consists of the Chief Judge in Bankruptcy and such number of Registrars, not exceeding four, clerks, ushers, and other subordinate officers, as may be determined by the Chief Judge, with the sanction of the Treasury.

An appeal lies to the Chief Judge in Bankruptcy from the decisions in respect of matters of fact or law of the local bankruptcy courts; and the orders of the Chief Judge in Bankruptcy are subject to an appeal to the Court of Appeal in Chancery. There is a further appeal to the House of Lords, but only with leave of the Court of Appeal.

Provision is also made by the Act for trial by jury.

The practice and procedure of the courts are regulated by orders and rules issued by the Lord Chancellor, with the advice of the Chief Judge in Bankruptcy.

Imprisonment for debt is abolished by the Debtors' Act (32 & 33 Vict. c. 62), with exceptions stated in the Act.

To bring a person within the control of the Bankruptcy Laws there must have been committed by such person one or more of six acts or defaults called acts of bankruptcy, specified in the Act, on which a petition is to be grounded. These are as follows: (1.) That the debtor has made a conveyance or assignment of his property to a trustee or trustees for the benefit of his creditors generally. (2.) That the debtor has made a fraudulent conveyance, gift, delivery, or transfer of his property, or of any part thereof. (3.) That he has, with intent to defeat or delay his creditors, departed out of England; or, being out of England, remained out of England; or, being a trader, departed from his dwellinghouse, or otherwise absented himself, or began to keep house, or suffered himself to be outlawed. (4.) That he has filed in the court a declaration admitting his inability to pay his debts. (5.) That execution issued against the debtor on any legal process, for the purpose of obtaining payment of not less than £50., has in the case of a trader been levied by seizure and sale of his goods. (6.) That the creditor presenting the petition has served in the prescribed manner on the debtor, a debtor's summons, requiring the debtor to pay a sum due of an amount of not less than £50., and the debtor, being a trader, has, for the space of seven days, or, not being a trader, for the space of three weeks succeeding the service of such summons, neglected to pay such sum, or to secure or compound for the same. But no person can be adjudged bankrupt unless the act of bankruptcy on which the petition for adjudication is grounded has occurred within six months before presentation of the petition. The sum due by the debtor must be of an amount of not less than £50. When a debtor's summons is served the debtor may, within seven days if a trader, or three weeks if not a trader, pay or secure or compound for his debt.

A petition for adjudication of bankruptcy can only be presented by a creditor or creditors jointly, and no longer by the debtor himself, as under the Act of 1861.

As soon as an order has been made adjudging the debtor a bankrupt, a general meeting of creditors, called the first meeting of creditors, is called, by whom a fit person, whether a creditor or not, is appointed to fill the office of trustee of the property of the bankrupt; inspectors are also appointed to superintend the administration by the trustees of the bankrupt's property.

When all the property has been realised, and a final dividend declared, or a composition or arrangement has been completed, the bankruptcy is closed; and if a dividend of not less than ten shillings in the pound has been declared, or the creditors resolve that the bankruptcy, or the failure to pay ten shillings in the pound, was involuntary on the part of the bankrupt, he may obtain his discharge. Under certain circumstances the discharge may be suspended or withheld by the court. If no discharge is granted, the bankrupt is left unmolested for three years, after which the court may make such order in the matter as it thinks fit.

Further, the affairs of a debtor may be settled by liquidation by arrangement, under the 125th section of the Act, or, under 126th section, by composition with the creditors, without any proceedings in bankruptcy.

By the 115th section of the Act, the registrars and other officers are required to make returns of the business of their respective courts and offices to the Comptroller in Bankruptcy, by whom a general annual report, judicial and financial, is required to be made to the Lord Chancellor, and to be laid before Parliament.

(To be continued.)

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**BUSINESS AT THE COMMON LAW JUDGES' CHAMBERS.**—The numerous complaints which from time to time have appeared in your columns of the conduct of business at judges' chambers has now culminated to a point at which a remedy must be applied, or the result of the present ~~system~~ must be disastrous not only to solicitors but One day this week (and it is not excep-

tional in the Exchequer Division) there was but one clerk to draw up orders and issue summonses. The result was that, notwithstanding his well-intentioned industry, he could not draw up the orders made that day, nor could he even issue all the summonses required for time, and so forth, and at four o'clock he declined to issue any more summonses, and our clerk, who had been waiting his turn for some time with twelve to twenty other clerks, had to leave without getting the summons he required, and was consequently at the mercy of the solicitors for plaintiffs in the actions. This is not, as we state before, exceptional, nor is it confined to the Exchequer Division. There is a manifest want of more chamber clerks to cope with the amount of work to be done.

SMITH, FAWDON, AND LOW.

City, E.C.

**REPLEVIN BOND.**—In the two forms of replevin bonds given in the schedule of forms (Nos. 183 and 184) to the County Court Rules 1875, is the following note: "This bond does not require a stamp. See 5 Geo. 4 c. 41." That statute was, however, repealed by the Inland Revenue Repeal Act 1870 (33 & 34 Vict. 99), and this fact is noticed in the County Court Rules 1876 in the following note: "Replevin bonds now require to be stamped, as 5 Geo. 4, c. 41, referred to in the Forms 183 and 184, is repealed by the Stamp Act 1870." Surely the framers of this note have overlooked the fact that at the end of this schedule to the Stamp Act 1870 are given certain "General Exemptions from all Stamp Duties," amongst which are included (tit. 5) "Bonds given to sheriffs or other persons upon the replevy of any goods or chattels, and assignments of such bonds." If I am correct the note is misleading, and replevin bonds do not require any stamp.

JOHN DOR.

**PARLIAMENTARY AGENCY.**—I have read the recent articles in the *Times* and also in your paper on the subject of commissions. I observe Sir Edmund Beckett, the talented leader of the Parliamentary Bar, has been taking part in the *Times* in the general question. I wonder if he is cognisant of the subject of complaint in your article of the 13th in reference to Parliamentary agents. If so (he is a man of power we all know), I feel sure that if the subject were brought before him a remedy would very speedily be found. I offer this as a suggestion. The whole Profession is concerned in seeing the evil rooted out.

JOHN B. WILLIAMS.

Durham, Jan. 23, 1877.

**THE POWER OF THE COURT OF BANKRUPTCY TO RESTRAIN ACTIONS.—DEFAULT OF PAYMENT OF COMPOSITION.**—Having recently had occasion to look up the law on the above subject I derived much pleasure in reading the article which appeared in the *LAW TIMES* of the 6th Jan., and, with your permission, I will make one or two observations. As to the remarks of James, L.J., which are quoted from the report in *Re Hatton*, I think these were subsequently qualified by Mellish, L.J., in the case of *Ex parte Peacock, re Duffield* (L. Rep. 8 Ch. 723), where he is reported to have said, "It is no doubt true that in the case of *Re Hatton* we guarded ourselves by saying there might be cases where by possibility relief might be given to the debtor; but I am rather disposed to think, upon consideration, that such relief must be granted upon some act done on the part of the creditor which makes it inequitable that he should enforce his strict legal right." So that if perchance in a case where a composition note happened to be dishonoured by a bank merely because by mistake the debtor had advised the note a few shillings beyond the amount, still, as there was no default of the creditor, and although there was money in the bank sufficient and more than sufficient to meet the note, the creditor would be entitled to sue for the full amount. It will be seen, therefore, that the equitable ground of relief given in such cases is very narrow. But I think there is another and far more important ground upon which an action will be restrained, that is, in certain cases where a trustee has been appointed to receive and distribute the composition. There certainly is a distinction between a composition with a trustee and without one. And the case of *Campbell v. Im Thurn* (L. Rep. 1 C. P. D. 274) is exhaustive upon the subject. There Brett, J. draws a wide distinction between the two. Now, in the case which I have instanced, i.e., default in payment of a promissory note by a bank merely because the note is advised beyond the amount of the bill—assume a trustee to have been appointed, and the trustee to have prepared the notes and named his own bankers. It appears to me that, having regard to *Campbell v. Im Thurn*, the creditor would not be successful in an action for the full amount of his debt on the ground that payment to the bank was virtually payment to the trustee. If, therefore, in compo-

sitions where trustees are appointed and taken, unless the creditors expressly provide in default of payment their original right revive, I think they will be restrained for the full amount.

A LEICESTER SOLR

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### QUERIES.

**71. COMMISSIONER TO ADMINISTER OATHS TO SOLICITORS.**—The authorised form of oath to be appointed a commissioner sets out that he "has practised as a solicitor" for so many years as a managing clerk who has been in the habit of just as responsible work as his principal, in advocacy, the latter on partnership terms, is called a practising solicitor? Would his title be any stronger for his being a sleeping partner?

[If you can comply with the requirements as we find them in Ford's Handbook on the edit, p. 43, the mere fact of your being a clerk, should make no difference. You must put a certificate for six years.—Ed. Sol's. Bm]

**72. ADVOCACY.**—Can you or any of your list commend a practical work on advocacy? [Mr. Serjeant Cox is the author of such a work.]

**73. LIABILITY OF COUNSEL FOR NEGLIGENCE.**—Be much obliged if you will refer me to any of the *LAW TIMES*, or any pamphlet or other containing arguments tending to show that the *Mr. Norwood's* bill which would enable him to recover their fees and render them liable for is unworthy of support? SARL. Bm

**74. SUBPENA—CONDUCT MONEY.**—A. is a B., the plaintiff, to attend and give evidence in a hearing of an action in the county court, and subpoena was tendered 5s. for conduct and attends and gives evidence. On tender (plaintiff obtaining verdict), the registrar of A.'s attendance £1 2s. 6d. B. pays him 2s. 6d. is entitled to deduct the 5s. paid for costs from the amount allowed by the registrar. Is

[If the £1 2s. 6d. includes travelling expenses?]

**75. MORTGAGE.**—In 1863 a mortgage on land was transferred to A., who thereupon acknowledged (unstamped) that the money was not his own, but the money of B., and mortgage was transferred to him for B.'s undertaking, at B.'s request and costs, to the mortgage to B., or as he should appoint. A. died, leaving an infant heir, but having no will which contains no devise of trust and mortgage or any disposition relating to the above transaction, but appoints executors, Can A.'s trustee of the mortgage who could legally sue B.?

**76. CERTIFICATED CONVEYANCER.**—I shall be much obliged if you will refer me to the requisite information. You were good enough to insert a query on this subject for me in the *LAW TIMES* some three weeks ago; but I am sorry to say it has elicited no reply. ALB. Bm

**77. DEEDS DATED AS OF A SUNDAY.**—When partnership are entered into and signed, but not dated, and afterwards dated and by mistake and then stamped, would this be void on Sunday be void? CLARENCE Bm

**78. ACT OF GOD.**—Where a railway company near a river, and in the night there is a fire on the river which causes damages to the company's possession, would they be held liable if it be taken as an act of God for which they are not responsible? CLARENCE Bm

### Answers.

(Q. 60). **LEASES—COSTS.**—The terms may be but this does not affect the question of liability costs of the preparation of a lease under the terms. If a lease is prepared at the request, the consent, of the lessee, he is, in the absence of express contract to the contrary, liable for the preparation of such lease. Supposing a lessor often the case, enters into possession of the land agreed to be demised upon the understanding that a solicitor, should subsequently prepare the lease he is instructed accordingly. The lease is prepared, and a question arises between the parties as to the insertion of some particular and, in consequence, the lessee declines to accept the lease. Surely any such disagreement would be a defence to an action for the costs of preparing the lease. KAM

## LEGAL NEWS.

It is rumoured that on the opening of the Viscount Bury will become chairman of committees, vice Lord Redesdale.

MR. MACNAMARA, one of the three commissioners who lately resigned their offices, is much better. He has withdrawn his resignation and will resume work.

arrangement with the counsel engaged in the case, Mr. P. H. Edlin, Q.C., Assistant Judge, on Saturday at the Guildhall, Westminster, to hear appeals, fixed Monday, the 29th for hearing the appeal against the judgment on Dr. Slade.

(Court Journal) hear that the Government the coming session of Parliament will bring in a Bill for the Better Management of Railways. It will be an earnest Bill, and go to the existing evils.

CHARLES CHABOT, the well-known expert dwtiting, whilst lately under examination probate action, was asked his reason for going to a stated conclusion, but he declined any. As he adhered to his determination, the Judge remarked that such evidence was of no use.

Household County Court the judge has committed to prison two trustees, one being clerk to the board and another a Dartmouth accountant not complying with orders to close the books. The action was taken at the instance of the Chief Controller in Bankruptcy, and the writ of the warrants was suspended to afford time for compliance.

DERICK W. WYBROO, clerk to Messrs. Mills, and Co., appeared to the adjourned trial before Mr. Vaughan, charging him with wilful and corrupt perjury in an affidavit sworn in Chancery.—*M. Williams* prosecuted *George Lewis*, jun., defended.—The case was of a suit in Chancery respecting an infringement of the patent rights of the roller skate, as the Plimpton skate, against Mr. Spiller, as the present complainant.—*Lewis* now in judgment in the previous case, and Mr. Spiller said he could not do otherwise than discontinue the summons, upon the ground that the affidavit was not material.

PATENT FLOATING.—The *Scotsman* reports a decision of the Court of Session upon an appeal out of circumstances connected with the opening of a mine in Canada. Mr. William Henderson, a chemical manufacturer, in Glasgow and in 1872 undertook, on behalf of the owners of the mine, to purchase the mines for £25,000. He formed such a company, of which he was one of the directors, and it appeared that only two of the gentlemen who subscribed in the prospectus were not bribed. The other had received £10,000; the other gentleman had returned what they received with interest, and an action brought by the company—*Atkinson Copper and Sulphur Company*—to recover the amount paid to Henderson, was decided by the Lord Ordinary Young in favour of the company. Against that Henderson appealed, on the ground that the payment was for personal skill and services. The Lord President and the judges were unanimous in dismissing the appeal. The defendant had accepted of a bribe to induce him to bring the company into existence, and to make himself director of the company. He accepted the £10,000 as the consideration on which he was to perform the office of director of the mines, and thus he placed himself in a position of having a trust duty to perform of having personal interest directly connected with that duty. The judgment, as the Lord President had pronounced it, was just to this gentleman to make over the money he received to the company, and in that judgment the Lordship entirely concurred.

EXTRAORDINARY ACTION.—On Tuesday at the Westminster County Court, before Baylis, judge, Mr. D'Ossay Atkins applied, on behalf of Mr. James E. Weir, for an injunction against Mr. Sanderson Corpe from playing in his chambers, which were under those of the defendant, who also sought to recover damages already incurred. Mr. Kemp appeared for the defendant. The plaintiff stated that he lived in the third floor of the house, 50, Lincoln's-inn-fields, and the defendant lived below him on the second floor. The plaintiff was in literary pursuits, and the playing upon the organ which was in defendant's chambers was of annoyance to him. On Aug. 22, when the organ was being taken into the chambers, he wrote to the defendant, stating that he would resist at law if necessary the use of such an instrument in chambers, and received a note informing him that the defendant would not object that the organ should be used so as to cause no nuisance. When the organ was tuned the plaintiff asked how long the operation would last, being informed two or three hours he went to bed. (Laughter.) The organ was played about twice or three times a week, and for three hours between seven and ten o'clock. On one occasion he stayed in while the playing was going on, but afterwards it so interfered with his sleep and work that so soon as defendant began playing he had to leave the room. The vibration was very great, causing something like a slight application of pressure. Plaintiff had occupied his chambers

for four or five years, and had expended a considerable amount upon them, and therefore did not wish to leave. He was compelled to say the defendant played very badly—(laughter)—sometimes common airs such as "The Old Obadiah" and "Tommy, make room for your Uncle." (Laughter.) He should be obliged to leave his rooms if he did not obtain the injunction. Mr. John Fullilove, an artist, said that he occupied part of the plaintiff's chambers, and substantiated the statements previously made. Mr. Walter Flight deposed that he lived in chambers on the second floor of 51, Lincoln's-inn-fields. The vibration when the organ was played prevented him from continuing his work in his sitting-room, where he kept his books and papers. Mr. Sanderson Corpe, the defendant, said that he was a solicitor. The organ was made expressly for his rooms; it was a chamber organ, and was not nearly so powerful as a church organ. He had not experienced any vibration, although he had gone into other rooms while it was being played to test it. He played twice a week, and on one occasion when he had some friends in his room one of them played the airs mentioned. Mr. J. Saylard, solicitor, said he had chambers under those of the defendant. He did not find that the organ playing disturbed him at his work. It was proved that the defendant had the consent of his landlord in erecting the organ; that plaintiff was the only person who had complained before that day; and also he was the only one who slept in the house besides the defendant. His Honour said in his opinion this was not an actionable nuisance, although an intolerable one. Verdict was accordingly entered for the defendant with costs.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

### T. LEWIN, ESQ.

THE late Thomas Lewin, Esq., F.S.A., barrister-at-law, of Lincoln's-inn, who died on the 5th inst., at his residence in Queen's Gate-place, in the seventy-second year of his age, was well known not only for his services to law, but also to literature. Born in the year 1804, he was educated at Merchant Taylors' School, and afterwards at Trinity College, Oxford, where he graduated B.A. in 1828, and proceeded M.A. in due course. At the suggestion of Sir Edward Sugden (afterwards Lord St. Leonards) he chose the Bar as his profession, and was called at Lincoln's-inn in Hilary Term 1833. He enjoyed a fair share of practice as an equity draftsman; and when Lord St. Leonards carried out his reform in the Court of Chancery, Mr. Lewin was one of the six distinguished men whom his lordship selected as conveyancing counsel of the court. At the time of his death Mr. Lewin was the sole survivor of these counsel. The books by which Mr. Lewin will be known to the rising generation of lawyers and readers are his "Treatise on Trusts" and his "Life and Travels of St. Paul;" the former work has passed through several editions. Mr. Lewin was an enthusiast in whatever subject he took in hand: he twice visited the Holy Land in order to verify the statements contained in his work on St. Paul.

### DR. GAYER, Q.C.

THE late Arthur Edward Gayer, Esq., Q.C., LL.D., who died on the 12th inst. at Abbotseigh, Upper Norwood, in the seventy-sixth year of his age, was the son of the late Major Edward Euhlin Gayer, of the 67th Regiment, by his marriage with Frances Christine, only daughter of the late Conway Richard Dobbs, Esq., of Castle Dobbs, county Antrim, and was born in 1801. He was educated first at a private school near Moneymore, county Londonderry, and afterwards at the Grammar Schools at Durham and Bath. In 1818 he entered Trinity College, Dublin, where he obtained honours in both science and classics, and received the degree of LL.D. in 1830. He was called to the Irish Bar in Trinity Term 1827, after studying in Lincoln's-inn, and was admitted an advocate in the Ecclesiastical and Admiralty Courts of Dublin in 1830. "Almost from the first," writes one who knew him well, "he began to make a mark for himself in his Profession, and in time became one of the leading members of the Chancery Bar, but it was as an ecclesiastical lawyer that he was most especially distinguished, and up to the time when the Ecclesiastical Courts in Dublin ceased to exist he held a brief there in almost every important case, and in the old Prerogative Court of Ireland he was generally considered to be *facile princeps*." In Nov. 1844, he was called within

the Bar as one of Her Majesty's Counsel. He was appointed Chancellor and Vicar-General of the diocese of Ossory in 1848, of Meath in Jan. 1851, and of Cashel in June of the same year. In March 1857 he offered himself as a candidate for the representation of the University of Dublin, but was defeated. In 1859 he was appointed an Ecclesiastical Commissioner for Ireland, a post which he filled till Mr. Gladstone's Irish Church Act of 1869 deprived him of his duties. Dr. Gayer was for some years editor of a Protestant publication called the *Catholic Layman*, and on his retirement from that post he was presented with a handsome testimonial by his supporters. He was also the author of several pamphlets defending the Established Church of Ireland, &c. Dr. Gayer was twice married; first, to Eleanor Harriet, daughter of the Ven. John Whitby, late Archdeacon of Killfenora, and Rector of Ennistymon, co. Clare, by whom he leaves two sons and two daughters; and, secondly, to Frances, daughter of the late Edmund Molony, Esq., formerly of Calcutta, and by her, who survives him, he also leaves two sons and two daughters. The remains of the deceased gentleman were interred at Woking Cemetery.

### P. WRIGHT, ESQ.

THE late Peter Wright, Esq., solicitor, and clerk of the peace for Liverpool, who died on the 4th inst., at his residence, Hollin Hey, New Brighton, Cheshire, in the seventy-ninth year of his age, was the eldest son of the late William Wright, Esq., of Bankfield, Bolton, Lancashire, by his marriage with Catherine, daughter of Adam Fletcher, Esq. He was born at Crompton Fold, Lancashire, in the year 1798, and was articled to his uncle, Mr. Robert Greaves, of Liverpool, the founder of the firm of Messrs. Wright, Stockley, and Becket, of that town. In 1819 he was admitted a solicitor, and shortly afterwards became a commissioner to administer oaths in the various common law courts, a Master Extraordinary in Chancery, and, what was more profitable, a partner in his uncle's firm. In this position he enjoyed a good practice, and, taking an active interest in politics, he was for a long period an energetic and able supporter of the Conservative cause, in the days of Huskisson, Canning, Sir Howard Douglas, and others, holding a prominent position in the conduct of the municipal and parliamentary elections of the town. In the year 1844 he was appointed clerk of the peace for the borough of Liverpool, the duties of which office he conscientiously filled until his death. Besides holding numerous appointments of trust, he was treasurer of the West India Association—a position which he filled for over fifty years—and also treasurer of the New Brighton Convalescent Institution. Mr. Wright married, in 1824, Anne Jane, daughter of John Wright, Esq., merchant, of Liverpool, a descendant of his own ancestors, by whom he has left a family of four sons and two daughters. Two of his sons are members of the legal profession. The remains of the deceased gentleman were interred in Flaybrick Hill Cemetery, Birkenhead.

### G. MATCHAM, ESQ., LL.D.

THE late George Matcham, Esq., LL.D., of Newhouse, Wiltshire, and Headlands, Sussex, formerly an advocate in Doctors' Commons, who died on the 18th inst., in the eighty-eighth year of his age, was the eldest son of the late George Matcham, Esq., of Ashfold Lodge, Sussex, by his marriage with Catharine, daughter of the late Rev. Edmund Nelson, rector of Burnham Thorpe, Norfolk, and sister of Admiral Lord Nelson. He was born in the year 1789, and was educated at St. John's College, Cambridge, where he took the degrees of LL.B. in 1814, and LL.D. in 1820; and in the latter year he was admitted an advocate in Doctors' Commons. He was a magistrate and deputy-lieutenant for Wiltshire, and for many years chairman of quarter sessions for that county, from which post he had lately retired. Dr. Matcham married, in 1817, Harriet, daughter and heiress of the late William Eyre, Esq., of Newhouse, and by her, who died in 1873, he has left a family. His eldest son, Mr. William Eyre Matcham, now of Newhouse, married Mary Elizabeth, daughter of the late Henry Lawes Long, Esq., of Hampton Lodge, Surrey. The deceased gentleman and his male issue are in remainder to the earldom of Nelson.

## PROMOTIONS AND APPOINTMENTS.

MR. FREDERICK GEORGE UNWIN, solicitor (of the firm of Messrs. Unwin, Cave, and Langham, solicitors, Sawbridgeworth and Bishop's Stortford, Herts, and Harlow, Essex), has been appointed by the Lord Chancellor a Commissioner to Administer Oaths in the Supreme Court of Judicature in England.



## THE COURTS AND COURT PAPERS.

HILARY SITTINGS FOR FEBRUARY.  
Court of Appeal.

At Lincoln's-inn and Westminster.

Thursday .....	Feb. 1	Bankruptcy appeals and other appeals
Friday .....	2	Appeals
Saturday .....	3	Ditto
Monday .....	5	Ditto
Tuesday .....	6	Ditto
Wednesday .....	7	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Thursday .....	8	Bankruptcy appeals and other appeals
Friday .....	9	Appeals
Saturday .....	10	Ditto
Monday .....	12	Ditto
Tuesday .....	13	Ditto
Wednesday .....	14	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Thursday .....	15	Bankruptcy appeals, and other appeals
Friday .....	16	Appeals
Saturday .....	17	Ditto
Monday .....	19	Ditto
Tuesday .....	20	Ditto
Wednesday .....	21	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Thursday .....	22	Bankruptcy appeals and other appeals
Friday .....	23	Appeals
Saturday .....	24	Ditto
Monday .....	26	Ditto
Tuesday .....	27	Ditto
Wednesday .....	28	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals

Petitions in Lunacy will be taken every Saturday during the sittings.

## High Court of Justice.

## Chancery Division.

(Before the MASTER OF THE ROLLS.)

At the Rolls House.

Thursday .....	Feb. 1	General paper
Friday .....	2	Motions and general paper
Saturday .....	3	Petitions, short causes, adjourned summonses, and general paper
Monday .....	5	Adjourned summonses, and general paper
Tuesday .....	6	General paper
Wednesday .....	7	Ditto
Thursday .....	8	Ditto
Friday .....	9	Motions and general paper
Saturday .....	10	Petitions, short causes, adjourned summonses, and general paper
Monday .....	12	Adjourned summonses, and general paper
Tuesday .....	13	General paper
Wednesday .....	14	Ditto
Thursday .....	15	Ditto
Friday .....	16	Motions and general paper
Saturday .....	17	Petitions, short causes, adjourned summonses, and general paper
Monday .....	19	Adjourned summonses and general paper
Tuesday .....	20	General paper
Wednesday .....	21	Ditto
Thursday .....	22	Ditto
Friday .....	23	Motions and general paper
Saturday .....	24	Petitions, short causes, adjourned summonses, and general paper
Monday .....	26	Adjourned summonses and general paper
Tuesday .....	27	General paper
Wednesday .....	28	Ditto

The days (if any) on which the Master of the Rolls shall be engaged in a Court of Appeal are excepted.

Causes and actions in which witnesses are to be examined before the Court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

(Before V.C. MALINS.)

At Lincoln's-inn.

Thursday .....	Feb. 1	Motions and general paper
Friday .....	2	Short causes, petitions, and general paper
Saturday .....	3	Adjourned summonses and general paper
Monday .....	5	General paper
Tuesday .....	6	Ditto
Wednesday .....	7	Ditto
Thursday .....	8	Motions and general paper
Friday .....	9	Short causes, petitions, and general paper
Saturday .....	10	Adjourned summonses and general paper
Monday .....	12	General paper
Tuesday .....	13	Ditto
Wednesday .....	14	Ditto
Thursday .....	15	Motions and general paper

Friday .....	16	Short causes, petitions, and general paper
Saturday .....	17	Adjourned summonses and general paper
Monday .....	19	General paper
Tuesday .....	20	Ditto
Wednesday .....	21	Ditto
Thursday .....	22	Motions and general paper
Friday .....	23	Short causes, petitions, and general paper
Saturday .....	24	Adjourned summonses and general paper
Monday .....	26	General paper
Tuesday .....	27	Ditto
Wednesday .....	28	Ditto

(Before V.C. BACON.)

At Lincoln's-inn.

Thursday .....	Feb. 1	Motions, adjourned summonses, and general paper
Friday .....	2	General paper
Saturday .....	3	Petitions, short causes, and general paper
Monday .....	5	In Bankruptcy
Tuesday .....	6	General paper
Wednesday .....	7	Ditto
Thursday .....	8	Motions, adjourned summonses, and general paper
Friday .....	9	General paper
Saturday .....	10	Petitions, short causes, and general paper
Monday .....	12	In Bankruptcy
Tuesday .....	13	General paper
Wednesday .....	14	Ditto
Thursday .....	15	Motions, adjourned summonses, and general paper
Friday .....	16	General paper
Saturday .....	17	Petitions, short causes, and general paper
Monday .....	19	In Bankruptcy
Tuesday .....	20	General paper
Wednesday .....	21	Ditto
Thursday .....	22	Motions, adjourned summonses, and general paper
Friday .....	23	General paper
Saturday .....	24	Petitions, short causes, and general paper
Monday .....	26	In Bankruptcy
Tuesday .....	27	General paper
Wednesday .....	28	Ditto

(Before V.C. HALL.)

At Lincoln's-inn.

Thursday .....	Feb. 1	Motions and general paper
Friday .....	2	Petitions and general paper
Saturday .....	3	Short causes, adjourned summonses, and general paper
Monday .....	5	General paper
Tuesday .....	6	Ditto
Wednesday .....	7	Ditto
Thursday .....	8	Motions and general paper
Friday .....	9	Petitions and general paper
Saturday .....	10	Short causes, adjourned summonses, and general paper
Monday .....	12	General paper
Tuesday .....	13	Ditto
Wednesday .....	14	Ditto
Thursday .....	15	Motions and general paper
Friday .....	16	Petitions and general paper
Saturday .....	17	Short causes, adjourned summonses, and general paper
Monday .....	19	General paper
Tuesday .....	20	Ditto
Wednesday .....	21	Ditto
Thursday .....	22	Motions and general paper
Friday .....	23	Petitions and general paper
Saturday .....	24	Short causes, adjourned summonses, and general paper
Monday .....	26	General paper
Tuesday .....	27	Ditto
Wednesday .....	28	Ditto

Any cause intended to be heard as a short cause before the Master of the Rolls, or either of the Vice-Chancellors must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Further considerations will be taken by the Master of the Rolls, V.C. Bacon, and V.C. Hall, as part of the general paper in priority to other causes which have not already appeared in the paper.

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Rota of Registrars in Attendance.

		Court of Appeal.	Master of the Rolls.
Saturday .....	Jan. 27	Leach	Leach
Monday .....	29	Leach	Leach
Tuesday .....	30	Leach	Leach
Wednesday .....	31	Leach	Leach
Thursday, Feb. 1	1	Leach	Leach
Friday .....	2	Leach	Leach
Saturday .....	3	Leach	Leach
Saturday .....	Jan. 27	V.C. Malins.	V.C. Bacon.
Monday .....	29	Farrer	Teesdale
Tuesday .....	30	Holdship	Pemberton
Wednesday .....	31	Farrer	Clowes
Thursday, Feb. 1	1	Holdship	Pemberton
Friday .....	2	Farrer	Clowes
Saturday .....	3	Holdship	Pemberton
Saturday .....	Jan. 27	V.C. Hall.	Certificates of Sale and Transfer.
Monday .....	29	Farrer	Ward
Tuesday .....	30	Teesdale	Holdship
Wednesday .....	31	Ward	Teesdale
Thursday, Feb. 1	1	Ward	King
Friday .....	2	Teesdale	Merivale
Saturday .....	3	Ward	Leach

The Easter Vacation will commence on March 30, and terminate on April 3, both days inclusive.

## HIGH COURT OF JUSTICE

MIDDLESEX.—HILARY SITTING, 1

This list contains all actions entered Common Law Divisions, for disposal at present sittings, but which have not reached, and the same are in the order they appear on the official list.

## SPECIAL JURY CASES.

Beddall v. Great Eastern Railway Company	Bray v. Cam
Booth v. Briscoe	another
Sharpe v. Wood	Feile v. Ash
Slaughter v. The Army and Navy Co-operative Society	another
Richards v. The London and St. Katherine Docks Company	Graham v. Bank
Parkinson, R. J., v. The London and St. Katherine Docks Company	Redrup and others
Parkinson, W., v. The London and St. Katherine Docks Company	Lawrence v. U.
Williams v. Wood	Metropolitan E
Hamand v. Leeman	Company
Scott v. London and North Western Railway Co.	Nicholas v. Cam
Morris v. Hickie	Company
Hooper v. Cox	Turquand v. M
Stallion v. Crossman and others	Hunt v. Strin
Bright v. Fryer	Fitzgerald v. M
Bartley v. Longridge	Prinsep v. C
Walker and Smith (Limited) v. Mackenzie	others
Isaacs v. Bishop and others	Miller v. P
Anderson and others v. Latham	another
Needham v. Field	Freeman v. D
Moore v. Basingstoke Urban Sanitary Authority	Bolanski v. J
Allen and another v. Eyre and Co.	another
Avory v. Harrison	Jenner and
Bayley and another v. Greaves	Dean and S
Waddell v. Flanagan	Evans and an
Wolland v. Beard and another	Turner v. B
Girdleston v. Brighton Aquarium Company	The Attorney-
Raford and others v. Sechiari, Bros. and Co.	Martin
Tampin and another v. Johnson	McKechnie
Hussey v. Roberts and another	London Gen

## COMMON JURY CASES.

Vivian and another v. Cariss and others	Milner v. Whit
Johnson v. Bull and others	another
Kesterton v. Thorowgood and another	Podzus v. W
Roberts v. Weatherley and others	Currie v. L
Hyams v. Hyams	Coote v. H
Ridgley v. Brown	Lambert v. B
Reg. on the Prosecution of The Board of Works for the Wandsworth District v. The Alum and Ammonia Co. (Limited)	Pennell v. M
Soundy and another v. Olyett and others	Heinke and
Randolph v. Radford	Gibson
Pickard v. Cannon	Humphreys v. M
The Briton Medical and General Life Association v. Tilly	Smith v. C
Cowell and another v. Barker and another	Corbet v. M
Saunders v. Carter, Paterson, and Company	Milburn v. M
Toynbee v. Reed	Perry v. E
Hearnden and another v. Sharpe	Vining and
France v. Gibbon Bros.	Harper
Cox v. Hoskin	Walker v. G
Taylor v. Dixon	Foster v. B
Clark v. Cheshire	Farmer v. T
Pulley v. Warren	tatic Cook
King v. Payne and others	pany (Lim
Sligh and another v. Morgan	Eggleston v. W
King v. Kent and another	Kemp v. V
Smith and another v. Pearson	and an
Dickson v. Reeves	Carroll v. W
Gill v. Smith	Bellamy v. J
Reynolds v. Hopcraft and another	Preston A
Michell v. Wilson	Discount
Kemp v. Pell	(Limited) v. M
Angell v. Nicholson	Company
Downton v. The London and Paris Steamship Company (Limited)	Dowden v. Y
Aakew v. Hardwicke	Foster v. M
Boss and another v. Green	Bishop v. W
Phillips v. Browne	Mackintosh v. M
Prince v. T. Jones and Co.	Geat v. C
Wakefield v. The London and South-Western Railway Company	Hawerton
Mercler v. Ratcliffe	The Western
Sworder v. Mumford	Wilson v. B
Barton v. Wallis and another	Kirby v. Y
Metcalf and Ux. v. Wigan	Holcombe v. M
Johnston v. Norton	Harbrow
West v. The Great Northern Railway Co.	Brookings
	Gavin v. M
	Stackpole v. S
	another
	Warren v. M
	Chick v. U
	Dawson v. U
	Cooper v. W
	Atwood v. P
	Deane and G
	Vargus
	Jones and
	Warish
	Porter v. B
	others
	Terrill, jun. v. J
	Wickham v. W
	and an
	Wood v. P
	Hayes v. S
	Davies v. W
	Edinburgh
	Westley v. S

Pictor v. Williams  
Best v. Murphy  
Leveseur v. The St. Louis  
Glas Company  
Pivernan v. The St. Louis  
Glas Company  
Rintoul v. Edgar  
Baker and another v. Foster  
and others  
Dickinson v. Billing  
Baton v. Lawley  
Kleeberg v. Wohlgenuth  
Mealing v. Canning and  
another  
Tarrant v. Bignall  
Hall and another v. Sum-  
mers  
Chappell v. Tinker and  
another  
Evans v. Childs  
Hooper and others v. Beard  
Barton v. The Millford  
Docks Company  
Morrell v. Statham  
Crowhurst v. Marlines  
Robinson v. Hoare  
Gillies v. Hodgeland  
Bradshaw v. Henry Clarke  
and Sons  
Palmer v. Mobbs  
Lane v. Strange  
Robson v. Tidmarsh  
Price v. Maynard  
Saunders v. Hickson  
Wetton v. Green  
Samuel v. Jacobs  
Royle v. Mitchell  
Edmonds v. Butler and Co.  
Best v. Huddleston and  
Son  
Fry v. Neumann  
Pettitt v. Matthews  
Phillips v. Braslow  
Kent and others v. Tennant  
Brown v. Gilbert  
Shoolbred and Company v.  
Carmichael  
Fuller v. Rowley  
Taylor v. Rowley  
Middleton v. Pooley and  
another  
Adams v. Odell  
Crump v. Mumford  
Dawlings v. Grant Bros.  
Barnes v. Moore  
Macdonald v. Cameron and  
another  
Wyman and another v.  
Lewis  
Wallace v. Malcolm  
Druggan v. Jarvis  
Southwood v. Rudkin  
Forster v. Lovell  
Crowther and another v.  
Skeet  
Brown v. The Hartley  
Bottle Company  
Wentman v. Knapp  
Hobbs v. Martineau  
Dimbleby v. Selvin  
Grassi v. Marioni  
McMahon v. Franks  
Hughes v. Mahoney  
Trower v. Jones  
Philpott v. Leblain  
Watmough v. Wilson  
Frere v. The Lancashire  
and Yorkshire Railway  
Company  
The British Mutual Invest-  
ment Company (Limit-  
ed) v. Deacon  
The British Mutual Invest-  
ment Company (Limit-  
ed) v. Woodward  
Flint v. Gaine  
Phillips v. Mayor of Wey-  
mouth, &c.  
Wilders v. Gunter  
Foster v. Midland Railway  
Company  
Cronk v. Bell  
Bullock v. Butcher  
Bowyer v. Croes  
D'Arcy and another v.  
Hannah  
Henson v. Schwitzgebel  
Saunders v. Deakin and  
another  
Girdlestone v. Parker  
Cornish v. Dougal  
Hall v. Paine and another  
Dutton and wife v. Ive  
Stampfer v. Desmond  
Sykes v. Kitley and Co.  
Desvignes v. Horne  
Dubois v. Phillips and  
another  
Pratt and wife v. Rider  
Nully v. Ridley  
Gay v. Watts and others  
Lynn v. Smith  
Mason v. Day  
Nurse v. The Colonial  
Assurance Corporation  
(Limited)  
Goddard v. Wright  
Tomlinson v. Price  
Bryett v. Margolouth  
Hinks v. Hall  
Hopkins v. Shaw and  
another  
Price v. Coles  
McAlley v. Bromfield  
Heritage v. Moore  
Edwards v. Smith  
Barrow v. Martin  
Solomon v. Engel

Campbell v. Fowler  
Richmond Cavendish Co.  
v. Pooley  
Baker v. Pierson  
Stanley v. The Swedish  
Association  
Jackson v. Fiddle  
Beaver v. Hemman and  
another  
Driscoll v. Delahaye  
Bowley and others v. Lloyd  
and wife  
De Netterville v. London,  
Chatham, and Dover  
Railway Company  
Tyler v. Thompson  
Cobb v. Noakes and Co.  
Johnson v. Lewis  
Howard v. Blakeley  
Claringbould v. Marley  
Slade and wife v. Allen  
Hartley v. Beck  
Vickers v. Robinson and  
others  
Cook v. Micond  
Aston v. Thomas  
Partridge v. Naidley  
The Patent Nut, &c., Co.  
v. Gregory  
Smith, Birch, and Com-  
pany v. Saurland, Hatch,  
and Company  
Clark v. Harvey  
Phillips v. Henson  
White v. Baxter  
Watt v. Best  
Oastler v. Henderson  
Watt v. Knight  
Oral v. Dicker  
Carr v. Watson  
Chaundy v. Townsend  
Horton v. Morgan  
Andrews v. Taylor  
Batten v. Lowndes  
Pettwee v. Kettner  
Prior v. Gater  
Whitley v. Barnett  
Kew v. Shalford  
Winkle v. Archer  
Harris v. Reece  
Fairhurst v. Hall  
Hill and others v. Morrison  
Sladen v. Buck and another  
Nicholson v. Gilbert  
Shorthouse v. Smith  
Grieverson and another v.  
Woodman  
Symons v. Knight and  
another  
Davey v. Edgington  
Francis v. The General  
Steam Navigation Co.  
Mansfield v. Pett  
Baxter v. Cahill  
Baxter v. Cahill  
Leighton v. Browne  
Finch v. Nadin and others  
Brown v. Tilling  
Bradshaw v. Brookbank  
Bayley v. The West Kent  
Gas Company  
Wright v. Jamieson  
Sadd v. Burstall  
Vickers and another v.  
Bird and others  
Harris v. Tandy  
Petrizka v. Petrocchino  
Lingner v. Beyfus  
Hughes v. Bradshaw  
Minter v. Dear  
Robinson and others v.  
Hopewell  
Hutter v. Boosey  
Jaggard and wife v. Whit-  
tingham  
La Société des Manu-  
factures de Glaces Verres  
à Vitre, &c. v. Filking-  
ton and others  
Westwood and another v.  
Marchant  
Elford v. King and another  
The Crédit Foncier of  
England (Limited) v.  
Latham and Company  
Farmer v. Ehrenbacher  
and another  
Wakeley, Iros. v. Lang-  
ston  
Austin v. The Company of  
Free Fishers and Dred-  
gers of Whitstable  
Bray v. Hawkes  
Walker v. Nuthall  
Taylor v. Hallas  
Remington Sewing Ma-  
chine Co. v. Trusler  
Strong v. Tomalin  
Perriam v. Talbot  
Wills v. Russell  
Yarnam v. Quentin  
Thorne v. Whitehurst  
Dawson v. Forbes  
McCarthy v. Simpson, P.  
and Company  
Barry v. Covate  
Aydon v. Wheeler  
Lewis and another v. White  
and another  
Bath v. Strangways  
Dennett and others v.  
Butler Brothers  
Godbolt v. Elliott

J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire  
writes:—"I consider BUNN'S NERVINE a specific for  
toothache. Very severe cases under my care have  
found instantaneous and permanent relief. I therefore  
recommend its use to the Profession and the Public as  
unvaluable to all who suffer from toothache."—[Advrt.]

Criscuolo v. Zwahler an  
another  
Prescott v. The Continen-  
tal Life Insurance Co.  
of New York  
Southern v. Barnett  
Edney v. Temple  
Garrett v. Tinsley  
Wood v. Heritage  
Aubin v. Mordcaul  
Spickett and another v.  
Crockett and another  
Smith v. Mudge  
Solomon v. Jones  
Turner v. McCrea  
Blaine and another v. Col-  
borne  
Jones v. Lowther  
Palmer v. Weston and Co.  
Christie v. Meadows  
Longbourne and another  
v. Pittman  
Anderson v. Harland  
Laney v. Steward  
Haxell v. Rymill  
Gaerlin v. Blin  
Varley v. Sohn-idt  
Henry Rifled Barrel Com-  
pany (Limited) and  
others v. Mackay  
Morgan and another v.  
Normcott  
Slade v. Lake  
Nye v. Smallpiece  
Warne v. London Tram-  
ways Co. (Limited)  
Geeson v. Motherall  
Beeson v. Parkhouse  
Gibbons v. Lee and others  
Davies v. West  
Bebington v. Dicks  
May v. Mayor, &c., of  
Huddersfield  
Maples v. Walters  
The Dunraven Adare Coal  
and Iron Co. (Limited)  
v. Bright  
Oxley and another v. Olive  
Smith v. The Great  
Eastern Railway Co.  
Rust v. Hatch  
Herring v. Grant  
Trehearne v. The New  
Cross (St. John's) and  
Lewisham Skating Rink  
Company (Limited)  
Hore v. Horrell  
Hamilton v. Medwin  
Fish v. Shippey  
Green and another v.  
Broughton  
Robinson v. Fereday  
Aldhol v. Mees  
Blood and another v. Snow  
Klimpton v. Padmore  
Waghorn v. The Wimble-  
don Local Board  
Stanley v. Chinery  
Bastard v. South Yorks.  
Coal and Iron Co. (Lim.)  
Alderman v. Garnham  
Brown v. Lawes' Chemical  
Manure Co. (Limited)  
Harley v. Colebourne  
Shaw v. Holt  
Tyler v. Hill and others  
Atterbury v. Cadman  
Serrif v. Chelsea Vestry  
Martin v. Bousfield  
Merritt and another v.  
Roston  
Secret and wife v. Jackson  
and others  
Bays v. Quinn  
Marling and another v.  
West  
Howard v. Hopewell  
Tinker v. Brown  
Ludlow v. Richardson  
Westwood and another v.  
Watkins  
Tildesley v. Beasley  
Robbins v. Walton  
Togetmier v. Zigz  
Togetmier v. Palmer  
Van de Water and another  
v. Bayley  
Bainbridge v. Burton  
Sparrow v. Townshend,  
Wood, and Co.  
Sawyer v. Emery  
Humphris v. Bolton and  
another  
Tomkinson and another v.  
Jellyman  
Cliff v. Bligh  
Cavenagh and another v.  
Cook and another  
Dakin v. Payne  
Dunlop v. Hancock and  
others  
Nadal v. Brown  
Ashby Trading, &c., v.  
Wright  
Smith v. Perryman  
Beach and another v.  
Davenport  
Allbutt v. Mulliner  
Wright v. Bradshaw  
Henwood v. Bonney  
Wray v. Foster  
Taylor v. Sterky  
Billingham v. Ledger.

## THE GAZETTES.

## Professional Partnerships Dissolved.

Gazette, Jan. 12.

KEIGHTLEY, JOHN NORMAN, and GETHIN, HENRY, solicitors,  
Ironmonger-lane. Jan. 1  
GRAY and ROBERTSON, writers and law agents, Glasgow (Patrick  
Rattray and Alexander Robertson). Debts by Rattray. Dec. 1

Gazette, Jan. 16.

BRADSHAW and PEARSON, solicitors, Barrow-in-Furness (Robert  
Bateson Dixon Bradshaw and Henry Garandieres Pearson).  
Debts by Bradshaw. Dec. 24

## Bankrupts.

Gazette, Jan. 19.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.

BUTLER, ARTHUR MONTAGUE, wine merchant, Montpelier-rd.,  
Peckham, and Upper Thames-st. Pet. Jan. 14. Reg. Haslit.  
Sol. Allingham, Old Broad-st. Sur. Jan. 31  
HAND, HENRY, solicitor, Coleman-st. Pet. Jan. 16. Reg. Has-  
lit. Sol. Rees, South-eq. Sur. Jan. 31  
ROSS, OWEN CHARLES DALROUSIE, Ladbroke-rd., Notting-hill.  
Pet. Jan. 17. Reg. Spring-Rice. Sol. Johnson, Arundel-st.,  
Strand. Sur. Jan. 31

To surrender in the Country.

CORDWELL, DANIEL, draper, Cradley-heath. Pet. Dec. 22. Reg.  
Walker. Sur. Feb. 1  
SKEEF, GEORGE, plumber, Sherwood. Pet. Jan. 15. Reg. Pat-  
chitt. Sur. Feb. 5

Gazette, Jan. 23.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.

BRESLIN, E. W. W. jun., Langham Hotel, Portland-pl. Pet.  
Jan. 19. Reg. Keene. Sur. Feb. 5

To surrender in the Country.

EMERY, ROBERT, merchant, Cardiff. Pet. Jan. 20. Reg. Lang-  
ley. Sur. Feb. 7  
HEDLEY, JOHN, sen., farmer, Barnard Castle. Pet. Jan. 19.  
Reg. Crosby. Sur. Feb. 6  
HOWARD, DAVID, commercial traveller, Dobcross-in-Saddle-  
worth. Pet. Jan. 19. Reg. Tweedale. Sur. Feb. 9  
STAFFORD, JOSEPH, wood turner, New Mills, co. Chester. Pet.  
Jan. 19. Reg. Hyde. Sur. Feb. 9  
WISE, WILLIAM, jun., builder, Birmingham, and brickmaker,  
Coventry-rd., near Birmingham. Pet. Jan. 19. Reg. Cole.  
Sur. Feb. 5  
WOOD, CHARLES, butcher, Nottingham. Pet. Jan. 18. Reg.  
Patchitt. Sur. Feb. 5

## Bankruptcies Annulled.

Gazette, Jan. 16.

HOOPER, HOWARD JOSEPH, salesman, Eastbourne-cottages  
Eastdown-park, Lewisham. Nov. 26, 1875

Gazette, Jan. 19.

BEER, ABEL LEVI, provision merchant, Derby. Oct. 14, 1876  
THOMPSON, THOMAS ROBSON, coach builder, Bradford. Dec. 9,  
1876

## Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the  
Dividends.

KRAMER, C. merchant, first, 13-16ths of 1d. Paget, Lincoln's-inn-  
fields.—Moss, D. K. merchant, first, 3-16ths of 1d. Paget, Lin-  
coln's-inn-fields.—Ward and Bailey, drapers, first, 1s. 11d.  
Paget, Lincoln's-inn-fields.  
Burgess, J. joiner and builder, first, 6s. 8d. At Trust J. F.  
Harvey, 3, Lower Goat-st., Swansea.—Clarke and Thompson, meat  
salesmen, first and final, 1s. 4d. At office of R. Wilson, 2, Great  
James-st., Bedford-row.—Harris, T. and L. merchants, first, 3s.  
At Trust J. F. Lovering, 35, Gresham-st.—Morris, W. builder,  
first and final, 1s. 11d. At Trust J. G. Smith, 4, West-st., Gates-  
head.—Selous, A. merchant, second, 1s. 11d. At Trust J. S.  
Blaise, 25, Castle-st., Liverpool.—Thompson, F. draper, final, 2s. 2d.  
At offices of Messrs. McCutcheon, 29, Edly-st.—Wiles, C. tailor,  
second and final, 1s. 9d. At Trust G. D. Smith, jun., 65, New-  
borough-st., Scarborough.

## Orders of Discharge.

BANKRUPTS' ESTATES.

Gazette, Jan. 16.

GERRISH, WILLIAM HALL, commission agent, Cardiff

Gazette, Jan. 19.

BROOKE, JOSEPH, rag merchant and flock manufacturer, Fashion-  
st, Spitalfields  
SIMPSON, JOHN, engineer, Thomas-st., Whitechapel-rd

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 19.

ANDERSON, WILLIAM GIBSON, farmer, Bishop Auckland. Pet.  
Jan. 16. Feb. 6, at two, at office of Sol. Fleming, Newcastle  
AYRE, GEORGE, joiner, New Wortley, near Leeds. Pet. Jan. 16.  
Feb. 6, at eleven, at office of Sol. Crooke and Midgley, Leeds  
BALMFORTH, ALFRED JOHN, grocer, Ilkerton. Pet. Jan. 15. Feb.  
6, at twelve, at offices of Sol. Brittle, Nottingham  
BARNETT, SAMUEL, out of business, Aston New Town. Pet. Jan.  
16. Jan. 31, at eleven, at office of Sol. Davies, Birmingham  
BEDDOWS, JOHN, and BEDDOWS, THOMAS, charter masters,  
Bloxwich. Pet. Jan. 16. Feb. 6, at eleven, at offices of Sol.  
Glover, Walsall  
BEYNON, JOHN, victualler, Fountain Laughtarne. Pet. Jan. 16.  
Feb. 6, at eleven, at offices of Sol. Morris, Carmarthen  
BOAG, AMERSON, clerk, Gateshead. Pet. Jan. 15. Feb. 5, at  
eleven, at office of Sol. Von Dommer, Newcastle  
BOWER, MATTHEW, jun., dealer, in lodgings, Birmingham. Pet.  
Jan. 10. Jan. 24, at twelve, at offices of Sol. Fallows, Bir-  
mingham  
BREBETON, ARTHUR, builder, Stapely. Pet. Jan. 15. Feb. 1, at  
ten, at offices of Sol. Pointon, Crewe  
BRIGGS, MOSES, confectioner, Gateshead. Pet. Jan. 15. Jan. 30,  
at three, at offices of Sol. Smith, North Shields  
BRITTON, SAMUEL ABRAHAM, jeweller, Besom-st., Mile-end.  
Pet. Jan. 15. Feb. 5, at eleven, at the Guildhall coffee-house,  
Gresham-st. Sol. Green, Queen-st.  
BROADFOOT, JAMES, draper, Crewe-town. Pet. Jan. 17. Feb. 5,  
at ten, at offices of Sol. Cooks, Crewe-town  
BULPETT, GEORGE HENRY, market gardener, Highfield, co.  
Southampton. Pet. Jan. 16. Jan. 31, at twelve, at offices of  
Sol. Guy, Southampton  
BURGESS, JOSEPH, bookseller, Tunstall. Pet. Jan. 13. Jan. 29,  
at three, at offices of Sol. Llewellyn and Ackrill, Tunstall  
CARRIS, VICTOR GUSTAVE MOUNINGTON, railway agent, Swansea  
Pet. Jan. 15. Feb. 1, at three, at offices of Sol. Davies and  
Harland, Swansea  
CHAPMAN, ROBERT, stonemason, Manchester. Pet. Jan. 15.  
Feb. 5, at three, at offices of Sol. Messrs. Bond, Manchester  
CHARLES, ANDREW FRANK, hotel keeper, Mansfield and Notting-  
ham. Pet. Jan. 15. Feb. 5, at twelve, at offices of Sol. Bell,  
Nottingham  
CLARK, ADAM ALFRED, out of business, Newark. Pet. Jan. 16.  
Feb. 5, at twelve, at office Sol. Blackwell, Nottingham  
CLARKE, ABRAHAM, blacksmith, Tunstall. Pet. Jan. 9. Jan.  
25, at three, at the Castle hotel, Newcastle-under-Lyme. Sols  
Llewellyn and Ackrill, Tunstall  
CLARKE, RICHARD JONES, confectioner, Aldershot. Pet.  
Feb. 5, at three, at Bedford-row. Sol. Marshall

CLAYTON, ROBERT, staff merchant, Bradford. Pet. Jan. 17. Feb. 2, at four, at office of Sol. Atkinson, Bradford.

COBLEY, HENRY BECKIE, grocer, Malmesbury. Pet. Jan. 16. Jan. 31, at eleven, at office of Sol. Vaughan, Newport.

COOMBS, JOHN TAYLOR, engineer in R.N. Portsea. Pet. Jan. 16. Feb. 1, at one, at 12, Great Winchester-st., London. Sol. King, Portsea.

DANCE, WILLIAM, victualler, Aberdare and Treherbert. Pet. Jan. 16. Feb. 3, at one, at office of Sol. Rosser, Aberdare.

DIXON, WILLIAM, innkeeper, Scotchby. Pet. Jan. 16. Feb. 5, at eleven, at office of Sol. Robinson and Watson, Carlisle.

DONOHUE, EDWARD, butcher, Bootle. Pet. Jan. 16. Feb. 1, at three, at office of Sol. Ridd, Liverpool.

DUNN, WILLIAM, smallware dealer, Liverpool. Pet. Jan. 17. Feb. 8, at two, at office of Sol. Hore and Monkhouse, Liverpool.

ELLIS, SMITH, boot dealer, Scarborough. Pet. Jan. 16. Feb. 2, at three, at Wharfedale Hotel, Leeds. Sol. Watt, Scarborough.

FIELD, THOMAS G. OWEN, chemist, Kingsland. Pet. Jan. 13. Jan. 23, at two, at office of Sol. Sydney, Londonhall-st.

FORDER, SAMUEL AYERS, hostler, Chelmsford. Pet. Jan. 17. Feb. 4, at eleven, at the Auction-mart, Tokenhouse-yard. Sol. Duffield and Bruty.

FORDHAM, THOMAS, slaughterman, George's rd., Holloway rd., and Woodside-gate, Chelsea. Pet. Jan. 17. Feb. 3, at two, at office of Sol. Blackford, Riches, Killy and Wood, College-hill, Cannon-st.

FORTSMITH, SAMUEL ATKINSON, physician, Haswell. Pet. Jan. 12. Jan. 30, at three, at office of Sol. Ridd, Liverpool.

FULFORD, HUGH, draper, Leeds. Pet. Jan. 15. Jan. 31, at eleven, at office of Sol. Henson, Leeds.

GAYNE, FREDERICK, tobacconist, Bristol. Pet. Jan. 17. Jan. 31, at three, at office of Sol. Dak, Old Langworthy, Bristol.

GOETZE, ELIA, draper, Brighton. Pet. Jan. 15. Jan. 30, at two, at office of Sol. Brown, Fin-bury-pk.

HAMMOND, ARTHUR, carpenter, Haversham. Pet. Jan. 16. Feb. 5, at twelve, at office of Sol. Elison and Burrows, Petty Cur.

HARROCK, WILLIAM JACKSON, coach builder, Liverpool. Pet. Jan. 17. Feb. 9, at eleven, at office of Sol. Lowe, Liverpool.

HARRIS, JOHN, boot dealer, Burnley. Pet. Jan. 15. Feb. 2, at twelve, at office of Sol. Knowles, Burnley.

HIRST, EDWARD, grocer, Huddersfield. Pet. Jan. 10. Jan. 23, at three, at office of Sol. Singleton, Bradford.

HODGKINSON, JOSEPH, draper, Haydock. Pet. Jan. 16. Dec. 31, at eleven, at office of Sol. Ridgway and Worsley, Warrington.

HODMAN, ROBERT EDWARD, confectioner, Margate. Pet. Jan. 17. Feb. 1, at three, at the Bull and George hotel, Margate. Sol. Edwards, Ramsgate.

HUGH, EDWARD, painter, Middleburgh. Pet. Jan. 13. Jan. 20, at eleven, at office of Sol. Adlington, Middleburgh.

HOLDEN, JAMES, draper, Huddersfield. Pet. Jan. 16. Dec. 31, at eleven, at office of Sol. Hind e. Over Darwen.

HUTCHES, HENRY NICHOLSON, joiner, Clacton. Pet. Jan. 15. Feb. 7, at three, at the Palace hotel, Manchester. Sol. Ward, Manchester.

JACKSON, WILLIAM, painter, High-st., Wapping, and New-croft-st. Pet. Jan. 16. Feb. 7, at three, at office of Sol. Sewell and Edwards, Gresham-house, Old Broad-st.

JAMIESON, JAMES, common brewer, Newcastle. Pet. Jan. 17. Feb. 1, at eleven, at office of Sol. Knyshide and Foster, Newcastle.

JONES, GRIFFITH, grocer, Barnmouth. Pet. Jan. 15. Feb. 1, at one, at the Crystal Palace Hotel, Barnmouth. Sol. Roberts and Co., Felling.

JONES, ROBERT, farmer, Dignorth. Pet. Jan. 16. Feb. 3, at twelve, at the Cymmer Inn, Llanwrin. Sol. James Gwynne.

KAUFMAN, EDWARD, furrier, Liverpool. Pet. Jan. 15. Jan. 31, at three, at office of Sol. Francis, Almond, and Collins, Liverpool.

KENT, GEORGE, farmer, Lanteg-ry Camelford. Pet. Jan. 13. Jan. 24, at eleven, at the King's Arms Hotel, Camelford. Sol. Greber, Camelford.

KING, JOHN THOMAS, shoe manufacturer, Leicester, and Humberstone. Pet. Jan. 15. Feb. 2, at three, at office of Sol. Wright, Leicester.

KING, JOSEPH PARRAR, Italian cloth merchant, Bradford. Pet. Jan. 17. Feb. 6, at four, at office of Sol. Atkinson, Bradford.

LAMB, ALFRED CHARLES BARTON, assistant architect, Hurst-st., Heme-hill, and Hop-champs, Southwark. Pet. Jan. 11. Jan. 31, at two, at Muller's hotel, Ironmonger-lane. Sol. Pullen, Baring-hall.

LINDLEY, FREDERICK, late cab proprietor, Nottingham. Pet. Jan. 17. Feb. 4, at twelve, at office of Sol. Shelton, Nottingham.

LOVE, JOHN, tailor, Kingston-on-Thames. Pet. Jan. 12. Jan. 31, at two, at the Guildhall office-house, Gresham-st. Sol. Wilkinson and Howlett, Bedford-st., Covent Garden.

LYONS, ISRAEL, victualler, Carlton rd., Middlesbrough. Pet. Jan. 8. Jan. 20, at three, at office of Sol. Wetherfield, Gresham-bldg., Guildhall.

MACNAMARA, JOHN, victualler, Bristol. Pet. Jan. 17. Feb. 2, at eleven, at office of Sol. Rees, Bristol.

MARSH, ROBERT, boot maker, Wallingford. Pet. Jan. 16. Feb. 5, at three, at office of Sol. G. Cooper, Wallingford.

MILLARD, JOSEPH, grocer, Cardiff. Pet. Jan. 13. Jan. 30, at eleven, at office of Sol. Morgan and Scott, Cardiff.

NEAT, ROBERT, baker, Histon. Pet. Jan. 17. Feb. 3, at eleven, at office of Sol. Howen, Histon.

NICHOLS, ROBERT, saddler, Garstang. Pet. Jan. 16. Feb. 1, at three, at office of Sol. Ambler, Preston.

ORD, RICHARD ALFRED, grocer, Newcastle, and draper, Winton. Pet. Jan. 16. Jan. 31, at three, at office of Sol. Wallace, Newcastle.

PAGE, JOHN, chemist, Salford. Pet. Jan. 16. Feb. 2, at three, at office of Sol. Evans, Manchester.

PEARSON, JOSEPH WILLIAM (trading as Economist Tea Company), Aldgate and Miracles. Pet. Jan. 17. Feb. 2, at three, at the Creditors Association of Wholesale Dealers, Arthur-st., Sol. May, Sykes, and Batten, Adelaide-pl.

PETT, JAMES MURPHY, grocer, E. at Moulsey. Pet. Jan. 15. Feb. 2, at three, at office of Lard and Butte, 46, Eastcheap. Sol. Carter and Bell, Eastcheap.

PHILLIPS, FRANCIS ALBERT, artist, Dowsbury. Pet. Jan. 17. Feb. 5, at half-past ten, at office of Sol. Winder, Hatley.

RANT, BENJAMIN, bee-house keeper, Wymeswood. Pet. Jan. 15. Feb. 4, at twelve, at office of Sol. Heath and Son, Nottingham.

RAND, THOMAS BURN, chemist, Croydon. Pet. Jan. 11. Feb. 1, at two, at Muller's hotel, Ironmonger-lane. Sol. Pullen, Baring-hall.

RICHARDSON, GEORGE, cartman, West Moor, near Killingworth. Pet. Jan. 16. Feb. 3, at three, at office of Sol. Pybus, Newcastle.

ROBERTS, BENJAMIN, grocer, Abercromby. Pet. Jan. 16. Feb. 2, at one, at office of Sol. Linton, Abercromby.

ROBSON, ALBERT, corn merchant, Saint Edmunds. Pet. Jan. 16. Feb. 1, at one, at office of Sol. Scoulls, King's Lynn.

RODGER, JOHN, shopkeeper, Parkgate, par. Rawmarsh. Pet. Jan. 15. Jan. 31, at three, at office of Sol. Willis, Botherham.

RIDEFORTH, LEVI JOHN, builder, Peckham. Pet. Jan. 10. Feb. 5, at twelve, at office of Sol. Luby, Collieron, and Viney, 50 Chancery-lane. Sol. Owen, Chancery-lane.

SAMUEL, HENRY, boot manufacturer, Newport. Pet. Jan. 12. Jan. 23, at two, at office of Sol. Graham, Newport.

SANDERSON, WILLIAM, grocer, Howth. Pet. Jan. 13. Feb. 1, at ten, at the Angel Inn, Brize. Sol. Page, Lincoln.

SEEWELL, FREDERICK, M.K. miner, Bristol. Pet. Jan. 16. Feb. 2, at twelve, at rooms of the London Warehousemen's Association, Chancery-lane. Sol. Britton, Press, and Inkipp, Bristol.

SHORTLAND, JOHN LADDOCK, contractor, Croyley. Pet. Jan. 12. Feb. 1, at three, at office of Sol. Rhodes, Wolverhampton.

SHUTTLEWORTH, SAMUEL, grocer, Rhy. Pet. Jan. 15. Feb. 2, at three, at office of Sol. Rhy, Rhy.

SILMAN, WILLIAM, boot dealer, Birmingham. Pet. Jan. 15. Feb. 2, at three, at office of Sol. Wright and Marshall, Birmingham.

SMITH, WILLIAM HENRY, out of business, King's Colliery-rod, St. John's Wood. Pet. Jan. 16. Feb. 3, at three, at office of Sol. Churley and Crawford, Moorgate-st.

SPOWAGE, JOHN, co. hider, Chesterfield. Pet. Jan. 13. Feb. 2, at two, at office of Sol. Graves and Allen, Sheffield.

STRINGFELLOW, JOHN, BAKER, draper, Manchester. Pet. Jan. 15. Jan. 31, at three, at office of Sol. Horner, Manchester.

THISTLEWOOD, STEPHEN, farmer, Sutton St. James. Pet. Jan. 17. Feb. 3, at eleven, at the Chequers hotel, Holbeach. Sol. Horton, Holbeach.

THOMPSON, CHARLES HENRY, schoolmaster, Leicester. Pet. Jan. 16. Feb. 5, at three, at office of Sol. Wright, Leicester.

THORNTON, QUINN, grocer, Brighton. Pet. Jan. 16. Feb. 7, at eleven, at office of Sol. Whitman, Brighton.

TUNNEY, surgeon, Gower Street. Pet. Jan. 16. Feb. 1, at three, at office of Sol. Masterman, Davies, and Stand-

TWIDALE, GEORGE JOHN, brickmaker, Ferryby-st., par. South Ferryby. Pet. Jan. 15. Feb. 1, at eleven, at office of Sol. Sowell and Priestley, Barton-on-Humber, Sandbach.

UTLEY, THOMAS, druggist, Rochdale. Pet. Jan. 17. Feb. 5, at three, at office of Sol. Worth, Rochdale.

VERNON, WILLIAM JOHN, manufacturer of aerated water, Monks Coppelhall. Pet. Jan. 16. Feb. 5, at eleven, at the Adelphi Hotel, Monks Coppelhall. Sol. Remer, Sandbach.

VINO, WILLIAM, and VERO, WILLIAM, jun., hat manufacturers, Blackfriars-ri., and Wellington-st., Blackfriars-ri. Feb. 3, at twelve, at the Guildhall tavern, Gresham-st. Sol. Powke, Birmingham.

WARR, WILLIAM, croaker, Nantwich. Pet. Jan. 17. Feb. 5, at three, at office of Sol. Cooke, Crewe-town.

WATSON, WALKER, now out of business, Leeds. Pet. Jan. 12. Jan. 23, at three, at office of Sol. Rook and Midgley, Leeds.

WEEKS, JAMES, manufacturer of feltings, Kingsland. Pet. Jan. 12. Jan. 23, at two, at office of Sol. Morris, Paternoster-row.

WEEKS, DAVID, and BENNETT, WALTER, grocers, King Henry's-walk, Midway-park. Pet. Jan. 13. Jan. 30, at three, at the Creditors Association of Wholesale Dealers, Arthur-st., Sol. May, Sykes, and Batten, Adelaide-pl.

WENDELL, JAMES, coal merchant, London. Pet. Jan. 16. Feb. 7, at twelve, at the West Somerset Hotel, Watchet. Sol. Messrs. White, Somerset.

WEST, JAMES, pork butcher, Sutton. Pet. Jan. 12. Jan. 30, at three, at office of Sol. Aldrich, Sutton.

WEST, JOHN, FREDERICK, meat maker, King-st., Poplar, and Bridge-ri., Limehouse. Pet. Jan. 12. Jan. 31, at two, at office of Sol. Messrs. Hilbery, Crutchedfriars.

WHEELER, EMILY, in lodging, Birmingham. Pet. Jan. 17. Jan. 31, at twelve, at office of Sol. Haller and Ponsie, Birmingham.

WHITEHEAD, DAVID JAMES, victualler, Ipswich. Pet. Jan. 17. Feb. 7, at eleven, at office of Sol. Watts, Ipswich.

WILLIAMS, WILLIAM, victualler, Little Colliery-st., Upper Thames-st. Pet. Jan. 17. Feb. 3, at two, at office of Sol. Baxter, Laurence Pountney-hill, Cannon-st.

WILMOT, JOHN, carpenter, South Perrott. Pet. Jan. 15. Feb. 3, at three, at the George hotel, Yeovil. Sol. Robinson.

WOOLHURST, ROBERT, meat fitter, Rothermouth. Pet. Jan. 13. Jan. 23, at three, at office of Sol. Rothermouth, Rothermouth.

WRIGHT, SAMUEL, coal dealer, Marston and Andropus. Pet. Jan. 18. Feb. 1, at twelve, at the Thatched House hotel, Manchester. Sol. Green and Dixon, Northwich.

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ASHTON, JOHN WILLIAM, bookseller, Huddersfield. Pet. Jan. 16. Feb. 12, at three, at office of Sol. Leayrd, Leayrd, and Morrison, Huddersfield.

BAKER, JOHN, baker, Wells. Pet. Jan. 16. Feb. 2, at two, at office of Sol. Beckingham, Bristol.

BAKER, WILLIAM, saddler, Ashwell. Pet. Jan. 20. Feb. 7, at three, at office of Sol. Neale, Boston.

BARNES, THOMAS, saddler, Brighton. Pet. Jan. 18. Feb. 9, at half-past ten, at 6, Great James-st., Bedford-row, London. Sol. Nye, Brighton.

BARNES, THOMAS, provision dealer, Borough, Southwark, and Lambeth. Pet. Jan. 18. Feb. 3, at twelve, at office of Sol. Swann and Co., Chancery-lane.

BATHMAN, ROSA, and BATHMAN, CLARA ELIZA, spinners, Bark pl., Raywater. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Matthews, 4, Co. Huddersbury.

BIDFORD, EDWARD, butcher, Runcy. Pet. Jan. 20. Feb. 8, at three, at office of Messrs. Watts, Runcy. Sol. Watts, St. Ives.

BENJAMIN, SAMUEL, clothier, Wolverhampton. Pet. Jan. 20. Feb. 8, at twelve, at office of Sol. Montague, Bucklersbury, London.

BINGHAM, JOHN, licensed victualler, Sheffield. Pet. Jan. 18. Feb. 6, at three, at office of Sol. Messrs. Binney, Sheffield.

BOWDLER, JOHN GEORGE, shipbuilder, Scarborough. Pet. Jan. 20. Feb. 13, at two, at office of Sol. Field and Wightman, Liverpool.

BROOKS, WILLIAM TOMLINSON, butcher, Birkenhead. Pet. Jan. 19. Feb. 5, at two, at office of Sol. Sebright, Giron, and Thompson, Birkenhead.

CARRINGTON, THOMAS AARON, ketchup maker, Spalding. Pet. Jan. 12. Feb. 2, at three, at office of Sol. Gentry, Spalding.

CHESTER, THOMAS, customer, Liverpool. Pet. Jan. 19. Feb. 7, at three, at office of Sol. Smith, Liverpool.

CLEGG, JAMES, out of business, Clwyd. Pet. Jan. 19. Feb. 5, at three, at office of Sol. Gentry, Clwyd.

COLLINS, HANNAH, grocer, Guildford. Pet. Jan. 20. Feb. 12, at eleven, at Mrs. Ellison's, Argyll hotel, Stockton-on-Tees. Sol. Bainbridge, Middleburgh.

COOK, THOMAS, draper, Congleton. Pet. Jan. 12. Feb. 12, at three, at office of Sol. Gentry, Congleton.

COWTON, ANN, innkeeper, Hildgate. Pet. Jan. 17. Feb. 2, at one, at Abbott's, late Seaview hotel, York. Sol. Dale, York.

COWTON, EMMA, commission agent, Hildgate. Pet. Jan. 17. Feb. 2, at eleven, at Abbott's hotel, York. Sol. Dale, York.

DALE, THOMAS, draper, Congleton. Pet. Jan. 18. Feb. 12, at twelve, at office of Sol. Gentry, Congleton.

DAVY, HENRY THOMAS, innkeeper, Edgware. Pet. Jan. 15. Jan. 31, at twelve, at the office of Sol. Preston, Mark-lane.

DAVIES, JOHN, spellerman, Caerphilly, par. Llanmair. Pet. Jan. 17. Feb. 6, at eleven, at office of Sol. Cox, Swansea.

DAVIES, SARAH, widow, grocer, Tonypandy, par. Llantrisant. Pet. Jan. 18. Feb. 4, at twelve, at 6, Church-st., Tonypandy. Sol. Thomas, Tonypandy.

DEWATER, ISRAEL, innkeeper, Greetland, near Halifax. Pet. Jan. 17. Feb. 5, at three, at office of Sol. Gentry, Halifax.

DUNCAN, ROBERT, cotton spinner, Rochdale. Pet. Jan. 17. Feb. 4, at three, at office of Sol. Addleshaw and Warburton, Manchester.

DUTTON, JOHN JAMES, boot dealer, Sheffield. Pet. Jan. 18. Feb. 2, at three, at office of Sol. Messrs. G. Co., Sheffield.

DYSON, JAMES EDWARD, joiner, Dwell-st., par. Dewbury. Pet. Jan. 17. Feb. 6, at half-past ten, at office of Sol. Robinson, Dewbury.

EVANS, DAVID, draper, Cardiff. Pet. Jan. 17. Feb. 4, at twelve, at office of Sol. Gentry, Cardiff.

FABRY, JOHN, artist, St. Paul. Pet. Jan. 18. Feb. 6, at half-past ten, at office of Messrs. J. Watts, solicitors, Bullock-market, St. Ives. Sol. W. A. Watts.

FISHER, JOHN FREDERICK, plumber, Halesworth. Pet. Jan. 18. Feb. 2, at three, at office of Sol. Gentry, Halesworth.

GARRATT, SAMUEL KINSEY, miller, North Waterborough, par. Otham. Pet. Jan. 19. Feb. 7, at two, at office of Sol. Eve, Aldershot.

GIBSON, FRANCIS, and GIBSON, JOHN, lath render, Leicester. Pet. Jan. 18. Feb. 6, at three, at office of Sol. Gentry, Leicester.

GROVER, ROBERT, and GREENLEAF, ARCHIBALD, commission agents, Angel-st., Fildy-st. Pet. Jan. 12. Jan. 31, at three, at office of Sol. Phelps, Sidwick, and Biddle, Gresham-st.

HALL, THOMAS, farmer, Lookon. Pet. Jan. 13. Jan. 31, at two, at office of Sol. Parkinson, Pickering.

HALL, GEORGE ALBERT, bootmaker, St. Leonard's-on-Sea. Pet. Jan. 18. Feb. 3, at three, at office of Miller and Miller, Sherborne-lane, Savoy, Hastings.

HALL, THOMAS, grocer, Lintley. Pet. Jan. 19. Feb. 7, at three, at the Law Society's Rooms, Sunderland. Sol. Ranson and Nelson, Sunderland.

HAMILTON, DAVID, travelling draper, Hanley. Pet. Jan. 11. Feb. 2, at two, at the Grand Arms hotel, Stoke-upon-Trent. Sol. Ashmall, Staffordshire.

HAYWARD, WILLIAM, licensed victualler, Runcorn. Pet. Jan. 19. Feb. 7, at one, at office of Sol. Linaker, Runcorn.

HARPER, JOHN, builder, Sunderland. Pet. Jan. 17. Feb. 5, at eleven, at office of Sol. Riley, Sunderland.

HARRISON, JOHN, cattle dealer, Barton-in-Lonsdale. Pet. Jan. 17. Feb. 7, at two, at the Joiner's Arms Inn, Barton-in-Lonsdale. Sol. Pearson, Kirby Lonsdale.

HERBERT, JOSEPH, clock maker, Smethwick. Pet. Jan. 18. Feb. 7, at eleven, at office of Sol. Burton, Birmingham.

HIGGINS, CHARLES DUTTON, builder, Milton-st., Gravesend. Pet. Jan. 18. Feb. 5, at one, at office of Sol. Sharland and Hatten, Gravesend.

HIGHFIELD, FULLER PILCH, tailor, Kilmarsh. Pet. Jan. 19. Feb. 1, at two, at the Green Man Inn, Sheffield. Sol. Rider, Leeds.

HILL, STEPHEN, stone-mason, Wednesbury. Pet. Jan. 10. Feb. 5, at ten, at office of Sol. Slater and Marshall, Darlington.

HUGHES, JOHN, oilier, Swanat, Trinity-st., Southwark. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Rodner-ri., Waltham.

HYDE, WILLIAM, pickle wine maker, Luton. Pet. Jan. 16. Feb. 1, at three, at the Red Lion hotel, Luton. Sol. Neve, Luton.

INSON, EDWIN, gar merchant, Rutley. Pet. Jan. 18. Feb. 2, at two, at office of Sol. Messrs. Watts, Rutley.

IRRAW, WILLIAM, contractor, Luton. Pet. Jan. 18. Feb. 5, at eleven, at office of Sol. Stapleton, Stamford.

JACKSON, ANN, innkeeper, Staindrop. Pet. Jan. 16. Feb. 7, at twelve, at office of Sol. Maw, Bishop Auckland.

ORSON, FREDERICK, jun., chemist, Nottingham. Pet. Jan. 20. Feb. 10, at twelve, at office of Sol. Parsons, Nottingham.

KERWARD, GEORGE, bootmaker, St. Leonard's-on-Sea. Pet. Jan. 18. Feb. 8, at three, at 37, Bedford-row, London.

KING, EDWARD, bricklayer, Barton-on-Humber. Pet. Jan. 15. Feb. 1, at eleven, at office of Sol. Plummer, Bristol.

KING, GEORGE, baker, Squirrel's Heath, par. St. Ives. Pet. Jan. 18. Feb. 5, at two, at office of Sol. Deby, St. Clement's House, Clement's-lane, London.

KING, JOHN, farmer, Pain Black, par. Hoxton. Pet. Jan. 17. Feb. 7, at two, at the Keys hotel, Driffield, York.

KIRKBY, CHARLES, confectioner, Sheffield. Pet. Jan. 17. Feb. 2, at eleven, at office of Sol. Messrs. G. Co., Sheffield.

KNOX, ALFRED ANDREW, post office clerk, St. Paul. Pet. Jan. 17. Feb. 2, at eleven, at office of Sol. P. la. E.C.

KROMANN, HENRY ANDREAS, tailor, Cambridge. Pet. Jan. 15. Feb. 1, at three, at office of Sol. P. la. E.C.

LE PAGE, JOHN FINCH, gentleman, Brantley. Pet. Jan. 17. Feb. 7, at three, at the Rose and Crown hotel, Chapman, Durham.

LUXFORD, SAM, pork butcher, Brighton. Pet. Jan. 18. Feb. 10, at eleven, at office of Sol. Maynard, Brighton.

MACINTOSH, JOHN, draper, Tredegar. Pet. Jan. 17. Feb. 3, at three, at office of Williams and Co., Albert Cardiff, accountants. Sol. Messrs. Beddoe, Mark.

MARSH, DAVID, out of business, Canterbury. Pet. Jan. 18. Feb. 5, at two, at the Guildhall tavern, Canterbury.

MERRIN, WILLIAM, jun., provision dealer, Freeton. Pet. Jan. 17. Feb. 5, at eleven, at office of Sol. Thompson, Freeton.

MORRIS, THOMAS, builder, Bristol, and Weston. Pet. Jan. 17. Feb. 7, at three, at office of Messrs. J. and public accountants, Nicholas-st., Bristol. Sol. Lawrence.

MORLEY, GEORGE, builder, Sevenoaks. Pet. Jan. 17. Feb. 3, at three, at office of Sol. Nunn, Sevenoaks.

MORRELL, JOHN, out of business, Liverpool. Pet. Jan. 10. at eleven, at office of Sol. Lowe, Liverpool.

MOS, THOMAS, grocer, Tivoli, par. Weymouth. Pet. Jan. 18. Feb. 8, at eleven, at office of Sol. Shakespear, Weymouth.

MULLINEAU, BENJAMIN, MILLINER, CABLE. Pet. Jan. 17. Feb. 5, at three, at office of Sol. Dawson, Bolton.

MURRAY, FRANCIS, theatrical manager, St. George's. Pet. Jan. 18. Feb. 4, at twelve, at the George bar, Sol. Messrs. Thorpe.

MURRAY, JOHN, butcher, Wolverhampton. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Rhodes, Wolverhampton.

PARKER, GEORGE, grocer, P. la. M. 1. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Harle, Newcastle-on-Tyne.

PARKER, THOMAS, and PARKER, THOMAS, jun., iron manufacturers, Newcastle-on-Tyne. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Messrs. M. K. Norwich.

PEGO, ARTHUR, horse dealer, Little Colliery-st. Pet. Jan. 18. Feb. 10, at ten, at the Portman Arms rd., Sol. Berkeley, Marybone-lane.

PELLEW, GORDON HUMPHREY LANGTON, grocer, Holborn, London. Sol. Nye, Brighton.

PIACKE, ELIJAH, baker, Nottingham. Pet. Jan. 18. Feb. 4, at three, at office of G. Herbert, accountants, 12 W. Nottingham. Sol. Bels, Nottingham.

PIMLOTT, JOSEPH, grocer, Gresham-st. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Richardson, Newcastle-on-Tyne.

PIMLOTT, WILLIAM JOHN, grocer, and BAKER, 18, Spinnymoor, draper. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Pimlott, Bishop Auckland.

POULSER, WILLIAM GEORGE, builder, Edin. Pet. Jan. 18. Feb. 4, at three, at office of Messrs. R. and L. J. rd., Edin. Sol. Collins, Edin.

REYNOLDS, GEORGE WILLIAM, accountant, Campton. Pet. Jan. 17. Feb. 5, at eleven, at office of Sol. Es and Dawe, Plymouth.

REVELL, JOSEPH, traveller, Bradford. Pet. Jan. 17. Feb. 4, at three, at office of Sol. Atkinson, Bradford.

RICHARDSON, ALFRED MANNET, commission agent, Pet. Jan. 19. Feb. 5, at three, at the Clarendon Chester. Sol. Harle, Manchester.

ROBERTS, JOHN, out of business, Somerset. Pet. Jan. 18. Feb. 4, at three, at the Lion hotel, Sol. H. Saxton, Josiah, cabinet maker, Nottingham. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Cooke, Nottingham.

SCHOFIELD, THOMAS, jun., traveller, Manchester. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Simpson, Manchester.

SENIOR, JAMES, provision dealer, Dewsbury. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Shaw, Dewsbury.

SHAYLER, JOHN THOMAS, trimming manufacturer, Falsong. Pet. Jan. 18. Jan. 31, at two, at office of Sol. Shaw, Falsong.

SLATER, JOHN, auctioneer, Barnstaple. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Robinson, Skipton.

SMITH, THOMAS, beer-seller, Preston. Pet. Jan. 18. Feb. 4, at three, at office of Sol. Ambler, Preston.

SOLTER, GEORGE, hosiery dealer, Nottingham. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

STALEY, MICHAEL, baker, Oxford. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

STEELE, ROBERT, auctioneer, Little Colliery-st. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

THOM, ROBERT, commission agent, Higher Treason. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

THORNTON, JOSEPH, grocer, Lower Rotton. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

THORNTON, YVES, gentleman, Brighton. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

VINCE, CHARLES, stay manufacturer, Bournemouth. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

VINSON, RICHARD JAMES, cabinet maker, Gresham-st. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WALKER, THOMAS, grocer, Hemmick. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WARRILOW, WILLIAM THOMAS, paper dealer, Hemmick. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WELSH, GEORGE, boot maker, Tipton. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WEST, JOSEPH, boot maker, Bath. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WHITE, BARNETT, grocer, Weymouth. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WILKINSON, JOSEPH, bootmaker, Wrexham. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WILSON, GEORGE, plumber, Coventry. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WINSLOW, JOSEPH, plumber, Trowbridge. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WOOD, SAMUEL, agent, prisoner in Chester castle. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

WRIGHT, WILLIAM, machinist, Lower Row, Weymouth. Pet. Jan. 18. Feb. 4, at three, at office of Sol. B. and G. H. St. Paul.

## BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

LUFFE-HARRISON.—On the 3rd inst., at St. Paul's, John Arthur Luffe, of 2, Bedford-row, and Caroline Harrison (Luffe), only daughter of Thomas Harrison, of 2, Byng-place, Grosvenor.

ROBERTSON-HOYLE.—On the 3rd inst., at St. Luke's, Newcastle-upon-Tyne, Thomas William Robertson, of 1, North, Kensington, and Miss Gray, of 1, Gray's-eq., collector, to Marion Penrhith, daughter of John Hoyle Esq., collector, and coroner for the borough of Newcastle-upon-Tyne.

SHELLY-SHANKS.—On the 16th inst., at New Shelly, of Plymouth, collector, to Eliza Sophia, late Thomas Shanks, R.N.

DEATHS.

SMART.—On the 18th inst., at his residence, R. Sunderland, Robert Smart, solicitor, in his 83rd

## To Readers and Correspondents.

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as communications are invariably rejected.  
ications must be authenticated by the name and address of the writer  
early for publication, but as a guarantee of good faith.  
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consent, to extend the reasons for allowing a postponement to  
electioneering considerations is decidedly objectionable. If  
adopted to any extent, parties in other causes in the list might  
be put to serious inconvenience, and if not adopted generally, it  
should not be adopted at all.

We are glad to hear that the case of *Ex parte Attwater, re Turner*,  
which we recently criticised, is going to the House of Lords. Our  
readers will remember that it decided that an unregistered bill of  
sale holder taking possession before the filing of the grantor's  
petition for liquidation is nevertheless liable to lose the benefit of  
his security if within twelvemonths of the petition the grantor  
has committed a secret act of bankruptcy.

The Common Pleas Division has issued an important notice to  
the effect that motions by way of appeal from Inferior Courts  
shall be made only on days fixed for hearing such appeals, and  
that no motion shall be made by way of appeal from a County  
Court unless a copy of the Judge's notes signed by the Judge  
shall have been handed to the proper officer in court unless other-  
wise ordered.

In a recent number we published a letter exposing the absurd  
laxity prevailing in the supervision of candidates at the Bar  
examinations. Books and manuscripts are taken into the  
examination room by candidates, and "cribbing" is carried on in  
the boldest manner. The only persons present as attendants  
are a couple of servants, who of course know nothing about what  
is going on. At no other examination are candidates left abso-  
lutely uncontrolled by examiners, and for the credit of the Inns  
of Court, which have done much to raise the standard of knowledge,  
we trust that this evil will not go unremedied.

MR. DANIEL, Q.C. tells us that measures have been prepared  
which will be brought before Parliament for the purpose of cen-  
tralising County Court work in important places, and extending  
the jurisdiction absolutely. The view that the business which is  
now blocking the Superior Courts in the metropolis must sooner  
or later be scattered is being put forward, and there will be  
nothing to be said against it unless ritual appeals to the Privy  
Council are tried with less expenditure of judicial power and more  
Judges are appointed. One fact, however, seems to be overlooked,  
and that is that the business in the High Court of Justice is now  
all of a *bona fide* character. There are no undefended cases, and  
the Legislature will have to think seriously before it gives to the  
existing County Courts unlimited jurisdiction. It is satisfactory  
to learn that Parliament will soon be called upon to consider the  
condition of legal business.

A VERY important question of costs has been decided by the  
Common Pleas Division, namely, that a verdict for a farthing  
will carry costs if no order is made by the Judge depriving the  
plaintiff of his costs. The action to which we refer was one of  
libel, and before the Judicature Act the plaintiff would have got  
no costs. Under that Act it is necessary that the Judge should  
make an order, otherwise costs follow the event. This is a matter  
which must be borne steadily in mind at Nisi Prius. Since the  
decision was given it has been intimated by the court that it was not  
intended to decide that any part of the 55th Order of the Judica-  
ture Acts was to be read as otherwise than governed by the words  
"subject to the provisions of this Act." Mention had been made  
during the argument of the 67th section of the Act of 1873, and  
the court intimated that in their opinion each part of Order LV.  
must be read subject to the provisions of section 67 of the Act  
of 1873, as well as subject to every other provision in the Acts  
referring to the same subject-matter.

GENERALLY, in case of conflict between the rules of Equity and  
the rules of Common Law, the former shall prevail. That is the  
effect of a well-known sub-section of the Judicature Act 1873,  
which is, indeed, a little cloud like a man's hand, but is rapidly  
becoming of large dimensions. Not a week ago LORD COLERIDGE  
said that he considered the word "rules" to mean "doctrines,"  
and not "rules of practice;" this week he has said, upon the  
authority of a decision of the Court of Appeal, that it means the  
latter, no doubt, as well as the former. In *Schroder v. Clough*,  
where the question was the date from which interest on costs was  
to run, the little sub-section had the effect of overturning two  
considered judgments of Courts of Common Law. Interest upon  
costs is to run from the date of the Taxing Master's certificate—  
according to the old rule of the Court of Chancery; and not from  
the date of signing judgment—which was the Common Law rule,  
founded upon the two decisions. Again, in *Parsons v. Tinsling*, a  
construction was put upon Order LV., partly by the help of the  
same little sub-section, which upsets a series of statutes beginning  
with the Statute of Gloucester (6 Edw. 1, c. 1), and going on  
through the reigns of the Tudors and Stuarts, down to LORD  
DENMAN's Act (3 & 4 Vict. c. 24). Costs are to be in the absolute

## The Law and the Lawyers.

years 1873-76 seventy-eight judicial decisions were  
disapproved of, overruled, or reversed.

t of Appeal has established a dangerous precedent; it  
ed a cause to be postponed because the leading counsel  
le was engaged in his personal affairs as a Member of  
al. The unavoidable absence of counsel on public or  
al business is a matter for consideration; but, even with



discretion of the Judge—according to the old rule in Chancery—except where the parties are trustees, or otherwise uninterested; and except where, in a case tried with a jury, no application is made to the judge at the time, or to the Court afterwards, showing good cause why the costs should not follow the substantial result of the trial.

It would be interesting to receive at the hands of the various individuals who write to the *Times* on the question of the Law's delay the names of the barristers whom they respectively consider eligible for judgeships. On the one hand it is stated that more judges are not appointed because it is difficult to find good men. On the other "An Old Practitioner" says, "I could venture to nominate 100 Chancery barristers and 100 Common Law barristers all of whom would make excellent judges." This would be quite invigorating if we could only persuade ourselves that this is anything more than a random estimate. It is really impossible to say who will make a good judge, but we agree with an "Old Practitioner" that the best material is to be found amongst the men who are still young. These men, however, are not as a rule inclined to accept £5000 a year, and if the best men are to be appointed judicial salaries must be raised to at least £7000.

It is difficult to feel any sympathy with the remark of Sir GEORGE JESSEL that the Judges of the Chancery Division would have less to do if none but causes "assigned" to the Chancery Division were entered there. We do not understand that the assignment of particular matters to the Chancery Division was intended even by implication to preclude suitors from entering any kind of action in that division. The intention, of course, was to provide that matters hitherto peculiar to Chancery should be confined to the Chancery Division. An elementary blunder is made in talking of Chancery actions and Common Law actions. Every proceeding is now an action, and it is to be regretted that the Judges cannot get rid of distinctions and deal boldly and uncomplainingly with the matters brought before them. One step towards bringing home to the Judges at Westminster the fact that they must sit alone would be the removal of unnecessary seats on the bench. If permanent arrangements were made for a single Judge in each division, the change would become apparent to the eye as well as present to the imagination. Judges, like ordinary mortals, are creatures of association.

It is a misfortune of no mean order when the forms of law and the process of the courts afford the means of delaying if not defeating justice. The history of the prosecution of Mr. ALLEY JONES, a solicitor, by a client, an elderly lady, reflects some discredit on our legal procedure. The charge against Mr. JONES is that he stripped this lady of all she possessed by means of false pretences, and exposed her to considerable liabilities which she is unable to meet. His trial was fixed to come off some time since, before Mr. Commissioner KERR. A learned criminal counsel was instructed to defend, but failed to appear. Time was granted to instruct other counsel, who when instructed asked for time to get up the case. Time was granted and was utilised by making an application at Chambers for a *certiorari* to remove the case into Middlesex for trial by a special jury. The application was refused by Mr. Justice LUSH. Mr. JONES appealed to the court retaining the SOLICITOR-GENERAL to support the appeal, which eventually proved successful, and the case goes to the bottom of the list of cases now standing for trial in Middlesex, and will probably not be reached before midsummer. If Mr. JONES is innocent it is hard to understand how he can endure having such a charge hanging over him when it might have been expeditiously disposed of.

In another column we report a case decided by the Liverpool County Court with respect to the appointment of receivers in bankruptcy, and it is somewhat surprising that the question has not previously been authoritatively determined. Mr. Registrar MURRAY, early in the administration of the Bankruptcy Act, ruled that he did not think it was within the spirit of the Act of Parliament that a receiver appointed by the Court, should be displaced without any sufficient reason being shown; and Mr. ROBSON, in a foot note to his treatise on the Bankruptcy Act, states that it is not the practice, in the London Court, to remove a receiver appointed by the Court, and appoint the nominee of the creditors, except under special circumstances. Notwithstanding these *dicta*, the courts, exercising bankruptcy jurisdiction in the country districts, have never hesitated to remove their own receivers in favour of those of the creditors. The spirit of the Act, no doubt, is to make the wishes of the creditors paramount in bankruptcy affairs; but we fail to see why the bankruptcy rules should be made subservient to that end by being construed adversely to their literal meaning. If they are to be directory—and the object of all rules ought to be simply to define the procedure to be adopted in administering the Act under which they are framed—we cannot understand why the administrators of

the Act should invoke, in construing the rules, the object of the Legislature, and thereby neutralize one portion of a rule to effect to another and inconsistent part of the same rule. In the case to which we refer, the court appointed a receiver, obtained a restraining order against an execution creditor, personally undertook to be answerable in any damages the creditor might suffer by being restrained. A majority in favour of creditors immediately afterwards nominated another receiver, and the appointment of the court was asked to confirm in the stead of its nominee. Mr. PERRONETT THOMPSON, one of the Judges of Liverpool County Court, on the circumstances of the case brought before him, after considering the question, decided neither in the statute nor rules did he discover any power given to creditors to appoint a receiver where one had already been appointed by the court, and he did not consider that he ought to give effect to that portion of Rule 262 which speaks of a receiver for whose creation or legal existence no provision had been made. With these views of the learned Judge we entirely concur. The alleged object of the Legislature, unless clearly defined, ought not to be imported where it nullifies the plain terms of rules made by the language of the Act, are to have the same force as if they were enacted in the body of the Act. The question, we think, is to be appealed to the Chief Judge, and therefore we refrain from further comment until it has been ventilated before his Lord

In a recent betting case (*Higginson v. Simpson*), an attempt was made, under cover of a very thin disguise, to break through the Gaming Act 1845, which enacts that all contracts by way of wagering shall be void, and that no suit shall be maintained for recovering money won upon any wager. Upon this statute has been held that no action between the parties to a wager will lie to recover money so lost, or between one of the parties and a stakeholder, after the event on which the wager laid has come off. Notwithstanding those well known principles a professional betting man laid the following wager, and attempted to recover upon it in the Court of Passage at Liverpool. He agreed with the defendant to lay out £2 in backing Regal in the Grand National Steeplechase, by taking odds from the defendant at 25 to 1 against the horse, the defendant to pay out of his winnings in another quarter upon the same horse—in effect, the plaintiff stipulated that the defendant should lay him £50 against Regal—in consideration of the information that Regal was a probable winner. Here was an unmistakable wager; and the plaintiff, the very man who made it, brought an action upon the other party to the wager to recover upon it. We should have thought that the law upon betting, so far as it is stated at the beginning of this paragraph, was pretty well known at the present day. But the statute has been worn so thin by the decisions upon it, that perhaps, after all, it is not so very extraordinary that an attempt was made to reduce it still further.

The 94th section of the Bankruptcy Act 1869, enacts that any contract or dealing with a bankrupt, made in good faith and for valuable consideration, before the date of the order of adjudication by a person not having at the time of making such contract or dealing, notice of any act of bankruptcy, committed by the bankrupt, and available against him for adjudication, shall be valid. The application of this provision has given much trouble to the practitioners in bankruptcy. In the recent case of *Re Dickin; Re Waugh* (35 L. T. Rep. N. S. 769), Waugh came to build some house for a building club, and agreed that if he became bankrupt or insolvent or otherwise be rendered incapable of completing the contract, the architect should have power, by giving two days' notice in writing to Waugh, to appoint other persons to complete the contract, and also "to seize and remove materials, plant, and implements upon the ground," provided Waugh had received money on account of the contract. The architect gave Waugh the notice on May 30th 1874, and warned him not to remove the materials and plant. Waugh, however, later filed a petition of liquidation on the same day. The architect took possession on the 2nd June, without notice of the order of bankruptcy. The Judge of the County Court, held at Liverpool upon the application of the architect, granted an injunction restraining the trustee from removing, or in any way interfering with the materials, implements, and plant upon the works. This decision was upheld by the Chief Judge, on the ground that the effect of the proviso was to give the club an equitable lien on the property, and that the seizure before notice of the act of bankruptcy, the transaction was within the protection of the 94th section. It was contended on the authority of *Ex parte J. & Co.* (30 L. T. Rep. N. S. 108), that a proviso to seize upon bankruptcy or insolvency was an unlawful contract. But this we are not concerned at present. The point for consideration is this, was the seizure, assuming the license to be valid, a protected transaction? The Chief Judge, in giving the words used by Baron MARTIN in another case, observed that "the transaction ought not to be confirmed as an act of entering to seize the goods." It includes the whole arrangement between the parties, from the time of entering

contract downwards. "Well, then," said the Chief Judge, "under those circumstances, this fact being clear that very early after the filing of the petition, the society put in force a contract, which was dated in 1874, and that they had a right to do so is not questioned at all." The question here raised is of a comparatively simple character. Cases arise from time to time which are far more complex. Thus, when the result of an unregistered bill of sale seizes in good faith and without notice the property comprised in the bill, the mortgagor has committed a secret act of bankruptcy a short time afterwards, it may be asked whether such a transaction is prohibited as against the trustee in bankruptcy. A somewhat similar question will, we believe, be shortly brought on appeal for the consideration of the House of Lords, the Court of Appeal having decided that the title of the trustee related back to the secret act of bankruptcy. Here, it will be observed, new circumstances are introduced, such as the provisions of the Bills of Sale Act. All will wait with some interest to learn in what way the Act is controlled by, or qualifies as the case may be, the existing clauses in the Bankruptcy Act 1869.

### NOISY NUISANCES.

The learned Judge of the Westminster County Court, a few days ago gave a decision which, with all deference, we think was erroneous in point of law. A Mr. James Redding Ware, a very gentleman, occupying chambers in Lincoln's-inn-fields, sued for an injunction against a Mr. Corpe, to restrain the defendant from doing an act which was alleged to be a nuisance. The plaintiff, it appears, occupied chambers on the third floor on which he had expended a considerable sum of money, and taken to them in a dilapidated condition. The defendant, occupied chambers in the second floor directly under those of the plaintiff, bought last summer an organ, which was forthwith carried to his premises. The approximate dimensions of the organ, which occupied half of the room, were stated to be 10ft. high, 10ft. wide, and 4ft. or 5ft. deep. The plaintiff, not usually, protested strongly against the introduction of such an instrument into such a place, but to no purpose; the reply was that it made less noise than a piano, and that no nuisance to anyone would be caused by the playing. We will quote the plaintiff's words as to the reasons on which he based his application for relief. "The organ," he said, "had been played at different times since (i.e., last summer), about two or three times a week; and for about three hours, during which it was being played, and found that it so interfered with his comfort and the performance of his work that whenever it commenced he had to leave the house. It was usually played from seven o'clock until nine o'clock in the evening, and the vibration was very great, and an effect very like that produced by a single application of a hammer. On the first day it was played a Dresden plate in the room was thrown down; the vibration communicated itself to the articles in his room, composed of china, glass, or metal. . . . The music was very bad, and very common airs were played." Evidence given by the plaintiff was corroborated by other persons who occupied other adjoining chambers, one of whom stated that he was quite incapacitated from doing his work in his room, where his books and papers were, during the time the organ was being played. Some contradictory testimony was given on the other side, with the view of showing that no such nuisance as was alleged by the plaintiff did in fact exist. The County Court judge, however, considered the nuisance was an actionable one, but gave judgment in favour of the defendant, on the ground that it was not such a nuisance as formed the gist of an action.

"Nuisance," says Blackstone, "is anything that worketh hurt, inconvenience, or damage;" but many acts which may properly come under the above definition would not be the subject of an action. In other words, there are nuisances and legal nuisances. The principle which the rule of law proceeds is "*Sic utere tuo ut alienum non laedas*." But it must not be inferred that an action can be maintained for a thing done merely to the inconvenience of another—mere inconvenience or annoyance do not always constitute a legal nuisance. If the authorities on the subject come to be examined, the real test, we apprehend, is this: Is the act complained of such as a man might reasonably commit in the exercise of his rights having regard to all the circumstances of the case? To use the words of Vice-Chancellor Bruce in *Walter v. Selfe* (10 Q. B. 315), "Will the proceedings abridge and diminish the ordinary comforts of existence of the occupiers whatever their rank or station, or whatever their state of health may be?" (See also *Crumph v. Lambert*, L. Rep. 3 Eq. 409.) If so, the act is actionable. A reasonable use of a man's property is in right to be permitted; but if a person puts his premises to unusual purposes, so as to cause his neighbour a substantial nuisance, the latter is entitled to be protected, because that is not a lawful use of his property. (See the remarks of Lord Selborne, when Lord Chancellor, in *Ball v. Ray*, L. Rep. 8 Ch. App.) A man's occupation of his house may be rendered materially uncomfortable, and yet the act complained of, e.g., the noise of a neighbour's children in a nursery, may not be the subject of redress;

because, as Lord Justice Mellish said in *Ball v. Ray*, "the noise is such as he must reasonably expect." Acting on this principle, Vice-Chancellor Bacon decided in *Harrison v. Good* (40 L. J. 294, Ch.) that the establishment of a national school, however much it might injure and depreciate the adjoining neighbourhood, was not an actionable nuisance. The mere fact of the depreciation of the adjoining property could not establish a nuisance, for, as the Vice-Chancellor truly observed, "in common parlance nuisance is no doubt applied to a great many things wholly different from, and others not at all like, the definition which by law is given to the word." Cases of nuisances from offensive smells, and the exercise of noisome trades, have always been determined on similar considerations, and the question has always been whether the business or trade which causes the annoyance is carried on in a reasonable manner, and in a reasonable and proper place. There is a reported case tried before Lord Kenyon (*Street v. Tugwell*, Selw. N. P., 13th edit., 1070), which may seem to conflict with these remarks but does not really do so. There an action was brought against the defendant for keeping dogs so near the plaintiff's dwelling-house that he was disturbed in the enjoyment thereof. It appeared that the defendant kept six or seven pointers so near the plaintiff's dwelling-house that his family were disturbed during the night, and were very much disturbed in the daytime. No evidence was given by the defendant, notwithstanding which the jury found a verdict for him, and a new trial was afterwards refused. It should be borne in mind, however, that the question of reasonableness is for the jury, and the court would doubtless have upheld the verdict had it been found the other way.

Now, applying the legal test to the case heard at the Westminster County Court, did the defendant, under the circumstances, exercise a reasonable user of his chambers in erecting an organ of the dimensions we have mentioned? There can, we think, be no doubt how this inquiry should be answered; indeed, the learned County Court Judge has found as a fact that the act complained of is an intolerable nuisance, though he has, notwithstanding this, held such an act not to be an actionable one.

We regret that the defendant has expressed his intention to accept the decision of the County Court Judge as final.

### ALTERATIONS IN CHEQUES.

We are informed that there exists among bankers a notion widely prevalent and acted on without much or any hesitation, which comes as a surprise upon us, and which also, we think, will surprise many of their customers. As our readers know, it is the practice of banks to supply their customers with printed forms of cheques in which the words "bearer" or "order" are printed as part of the form. The introduction of the printed forms for payment to "order" is of somewhat recent date, and we fancy that the rise of the notion to which we are about to call attention is, in some degree, attributable to the custom of issuing these printed "order" forms instead of the older and general forms for payment to "bearer." The notion of the banks is that if the drawer of a cheque uses a printed form for payment to "bearer," and the cheque when presented shows a cancellation of the word "bearer" and a substitution, by interlineation or otherwise, of the word "order" (such alteration not being authenticated by the signature or initials of the drawer) that the bankers in such case are at liberty to pay the amount of the cheque to any bearer of it, without regard to the payee specially named, and without requiring his indorsement—in fact, to ignore the alteration altogether, and to act on the cheque in its unaltered form, and to do this whether the cheque was or was not altered by or with the consent of the drawer, and whether the alteration was previous or subsequent to the issuing of the cheque.

Considering the numbers of cheques which are altered from "bearer" cheques to "order" cheques by the uninitialled alteration of the drawer, it is of importance, both to bankers and customers, to understand whether this notion of the bankers is well founded. If the bankers be right in their contention, a debtor who is authorised by his creditor to remit the amount of the debt by cheque payable to the creditor's order, would clearly have to pay the money over again should he remit by a cheque altered from "bearer" to "order" but uninitialled, and the bankers should pay someone else without such "order" or indorsement.

We entertain a strong opinion, however, that the bankers in this instance are entirely in the wrong. The cancellation of the word "bearer" with the substitution of the word "order," is no doubt a material alteration, and it lies upon the holder to show when, by whom, and under what circumstances, the alteration was made. Until the bankers are satisfied that the alteration was made by the drawer, or with his consent, they are justified in withholding payment; even if so satisfied they may further, *strictissimi juris*, having regard to the provisions of the Stamp Acts, require to be satisfied that the alteration was before the issuing, so as not to call for an additional stamp, since the provisions of the Stamp Act 1870, sect. 54, sub-sect. 2, as to adhesive stamps for a bill of exchange (which, by sect. 48, includes a cheque), for the payment of money on demand liable only to

duty of one penny, appear to be permissive, and not obligatory on the drawee. The drawee may, if he pleases, procure and affix and cancel the adhesive stamps, and if he chooses to pay, *must* do so, but he is, as we imagine, entitled to say that the draft is an imperfect one, and that the drawer or holder must, if he wants his money, present a properly stamped instrument. Such we conceive to be the strict right of the bankers in such a case. To that extent a banker could properly say that he was not bound to recognise an alteration not satisfactorily accounted for. It is quite another thing for him to say that he shall act on the cheque by complying with what he assumes to have been its form when issued, or to say that he shall ignore the actual state of the cheque at the time of presentation, and shall not even take notice or inquire whether at that time it is or is not from its appearance and the alterations in it *prima facie* an invalid instrument. A banker is certainly not liable to his customer for refusing to honour a cheque presented in such a condition. As a negotiable instrument it is, until the alterations or other suspicious marks on it are explained—the onus of explanation being on the holder—to be regarded as an invalid instrument, and that, whether the alteration operate or not for the benefit of the drawer or maker: (see *Gardener v. Walsh*, 5 El. & Bl. 83) and on the subject generally *Master v. Miller*, 1 Smith L. Cases 1871, and notes thereto, 7th edit.).

As at present advised, we hold that a banker who pays to bearer without the authority of the payee specially named, or, to speak more correctly, without requiring an indorsement purporting to be his signature, and the genuineness of which the banker has no sufficient reason to doubt (see 16 & 17 Vict. c. 59, s. 19), a cheque which on the face of it, at the time of presentation, is a cheque payable to a special payee or his order, could not possibly be permitted to charge the drawer with such payment, on the plea that the word "order" had been substituted by an uninitialled alteration for bearer, if, in fact, such alteration was made by or with the consent of the drawer.

A banker's strict right, and perhaps his only safe course in such a case, is to refuse payment until satisfied that the alteration was made by or with the drawer's consent; for it would, we suppose, be competent for the drawer to contend that an alteration otherwise, if material, operated in law as an absolute revocation of his mandate to the banker. This view is supported by the very recent case of *Vance v. Lowther*, in the Exchequer Division (34 L. T. Rep. N. S. 236), where it was held that the transferee, for value of a cheque, the date of which had, without the knowledge of the transferee, been altered from the 2nd to the 26th of the month without the authority of the drawer, could maintain no action on the cheque, the same having in point of law been altogether invalidated by the unauthorised alteration. The decision is valuable as shewing that our judges are determined to discourage any tampering with written engagements, to uphold mercantile instruments in their integrity—to consider the question of materiality of an alteration with respect to the contract itself, and not by looking at the surrounding circumstances of the particular case—and to treat every alteration which changes the legal obligation and character of the instrument as material. Practically, however, bankers as a matter of policy, do not take technical objections to their customers' cheques, and would generally and perhaps reasonably disregard the possibility to which we have adverted, rather than offend their customers. At the same time we think they would act most unwisely if they did not insist that the indorsement of the payee specially named should be placed on the cheque as a condition precedent to the payment of it in the circumstances which we have been particularly considering.

#### AGENCY.—THE DOCTRINE OF ELECTION. (a)

WHEN one of the parties to a contract is an agent, it frequently becomes of importance to determine whether the party with whom he contracts, has, by anything he has done, become deprived of his right to elect to sue either the agent or his principal, assuming that such a right existed after the contract was entered into.

When the agent contracts in his own name, disclosing his principal at the same time, either the principal or the agent may be sued upon the contract; but the defendant may show that his liability was put an end to by the plaintiff's election to sue the other party. This, according to Mr. Justice Willes (in *Calder v. Dobell*, L. Rep. 6 C. P. 494), was what was meant by Lord Tenterden, when he said (in *Thomson v. Davenport*, 9 B. & C. 78), that "if, at the time of the sale, the seller know not only that the person who is nominally dealing with him is not principal but agent, and also know who the principal really is, and, notwithstanding all that knowledge, chooses to make the agent his debtor, dealing with him alone, then (according to *Addison v. Gandasequi* 4 Taunt 574; or *Paterson v. Gandasequi* 15 East, 62) the seller cannot afterwards, on failure of the agent, turn round and charge the principal, having once made his election at the time when he had the power of choosing between the one and the other." The

question of election or no election is one of fact, and it is properly left to a jury to say whether the circumstances of a case negative or exclude liability of principal or agent, or substitute the liability of the one for that of the other (*Calder v. Dobell*, *sup.*) Hence it follows that up to the moment of election, two persons, principal and agent, may be severally liable upon the same contract (see *Id.* per Mr. Justice Willes). The fact that the agent mentions the name of the principal at the time the contract is made, or that the contract is on its face entered into in the name of the agent, or that payment due under the contract is demanded of the latter, does not make any difference in the liability of the parties. As to the last circumstance, Chief Justice Bovill (*ib.*) remarked that it was an equivocal act, and clearly matter for the jury. The effect of the cases is that a seller may make his election whenever the principal is discovered, and the only difference in principle between the case when the principal is disclosed, and where he is not disclosed, is that in the former case, the election may be made at the very time the contract is made (per Mr. Justice M. Smith, *ib.*).

It is clear, therefore, that questions of some degree of difficulty may be raised with reference to the evidence which is insufficient to show that a party contracting with an agent has elected which he will hold liable, the principal or the agent. In the absence of any alteration of the account to the prejudice of the principal (*Armstrong v. Stokes*, L. Rep. 7 Q. B. 598), it is well established that one contracting party, on discovering that the other contracting party was merely an agent for an undisclosed principal, has a right, within a reasonable time (*Smethurst v. Mitchell*, 1 E. & E. 622; 28 L. J. 241, Q. B.), to elect to proceed against the principal (*Thomson v. Davenport*, 9 B. & C. 78, 86), unless in the meantime with full knowledge as to who was the principal, and with the power of choosing between him and the agent (*Addison v. Gandasequi*, 4 Taunt. 574, and *Paterson v. Gandasequi*, 15 East, 62), he had elected to treat the agent alone as his debtor. Until this election is made, either the principal or agent may be liable upon the contract. Here it becomes of importance to determine what act or conduct amounts to an election. In general, the question of election can only be properly dealt with as a question of fact for the jury, subject to the direction of the presiding Judge: (see *Calder v. Dobell* (L. Rep. 6 C. P. 486, and observations of the court in *Curtis v. Williamson*, L. Rep. 10 Q. B. 59.) Conclusive evidence of such an election is afforded by an action which has been proceeded with to judgment and execution even without satisfaction.

In *Priestley v. Fernie* (3 H. & C. 977; 34 L. J. 172, Ex.), decided in 1865, an action had been brought against the captain of a ship for the non-delivery of goods pursuant to a bill of lading. The plaintiff recovered judgment. A *ca. sa.* was issued upon the judgment; the captain was arrested, and detained until he was made a bankrupt. The plaintiff then brought an action against the shipowner (the principal) for the same breach upon the bill of lading. By way of defence to this action was set up the previous proceedings against the captain. They were relied on as a conclusive election in point of law to hold the captain alone responsible, and to discharge the shipowner. The court held that the second action did not lie. It is a matter of inference, from the language used in the judgment in *Priestley v. Fernie*, that in order to afford conclusive evidence of an election, the action against the agent should be proceeded with to judgment; but whether the judgment was satisfied the court thought immaterial. "If this," said Baron Bramwell, who delivered the judgment of the Court, "were an ordinary case of principal and agent, where the agent, having made a contract in his own name, has been sued on it to judgment; there can be no doubt that a second action would be maintainable against the principal." By an election to sue was meant an election to "sue to judgment." The reason given being that an action against one might be discontinued, and fresh proceedings be well taken against the other.

The question whether the first action should be proceeded with to judgment to afford conclusive evidence of an election, was again raised in 1874 in *Curtis v. Williamson* (L. Rep. 10 Q. B. 57) in which case the Court held that the mere fact of filing an affidavit of proof against the estate of an insolvent agent of an undisclosed principal, after that undisclosed principal is known to the creditor, is not a conclusive election by the creditor to treat the agent as his debtor. The decision in *Priestley v. Fernie* was approved of, but, owing to the different facts, did not supply the *ratio decidendi*. Here the action was commenced against the agent, and the affidavit in bankruptcy had been made without any intention whatever to discharge the present defendants from responsibility. The court was therefore of opinion that it would be going much too far to hold that this was in point of law a binding election, though it might constitute, with other facts, some evidence of election to be submitted to a jury.

The judgment in *Priestley v. Fernie* brings out clearly another important point with respect to the liability of undisclosed principal and agent, and that is that the right to sue, i.e., to sue to judgment, is in the alternative. "The very expression that where a contract is so made," said Baron Amphlett, "the contractor has an election to sue agent or principal, supposes he can only sue one of them, that is to say, sue to judgment." Then, turning to the other

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

contention, his Lordship points out that there is no authority for its support, but that there is one strong argument to the contrary, viz., that if a shipmaster (or agent) contracts under seal no action lies on the contract against the owners. Now if the master (or agent) made two contracts, one for himself and one for his owners (the principals), his contract would not prevent the owners being sued on the other contract.

The mere insertion of the agent's name in a written contract, the principal's name being known at the time, is not conclusive evidence of an election on the part of the other contracting party to look to the agent only. In *Calder v. Dobell* (sup.), decided in 1871, a broker was authorised by the defendant to buy cotton for him, but not to disclose his name. As the broker's credit was not good enough to obtain a contract upon his own sole responsibility, he gave the plaintiffs the name of his principal, the defendant. In the bought and sold notes the broker was named as the buyer. The broker sent to the defendant an advice note, informing him that the cotton was bought of the plaintiff for him. The defendant did not repudiate the contract. The invoice was made out to the broker, but as the plaintiffs failed to obtain payment of C., they sued the defendant. At the trial, Mr. Justice Brett put the following questions to the jury:—1. Did the defendant authorise the broker to make the contract for him? 2. Did the broker assume to make the contract for the defendant, and did

the defendant, knowing this, ratify his act? 3. Did the plaintiffs knowing that the broker was acting as agent for the defendant elect to contract with the broker as principal, upon the terms of giving credit to him alone. The jury found the first and second questions in the affirmative; the third in the negative. A rule to enter a verdict for the defendant, or a nonsuit, or for a new trial on the grounds of misdirection, was refused by the full court, whose decision was upheld in the Exchequer Chamber.

The following rules may be deduced from the authorities with certainty:

- (1.) Both principal and agent may be liable to the other contracting party in the alternative.
- (2.) This alternative liability continues until the other contracting party elects to accept one of the two, the principal or the agent as his debtor.
- (3.) Whether there has been such an election is a question for the jury, as a general rule.
- (4.) But where the third party has sued the principal or agent to judgment, it is a conclusion of law that he has made his election: (See *Calder v. Dobell*, sup.)
- (5.) In considering whether there has been a conclusive election or not it is immaterial whether the acts which are said to show an election have or have not been fruitless: (*Priestley v. Fernie*, sup.)

## SOLICITORS' JOURNAL.

Pressure on our space necessitates our holding over much matter connected with this Department.

In our last number we said enough to show how miserably insufficient is the system which at present obtains in regard to making out and publishing the Common Law Cause Lists for Westminster and the City of London. Two minor points, however, connected therewith are since brought to our notice. Whenever a cause is likely to be in the paper it is usual, of course, to attend at the Associates' Office, in Chancery-lane, to search the lists in order to see what cases are in the paper for the following day. To what extent is the convenience of solicitors and their common law clerks consulted in this matter? Thus, one single list for the common law divisions is posted up in a narrow passage leading to the Associates' Office, in Chancery-lane. The passage is about 3 yds. long and 1 yd. broad. The list is posted up on one side of this passage, and about five o'clock, during the sittings, this passage is every evening crowded with common law clerks, who have to push and struggle to get near enough to the list to see what cases are in the paper for the next day. Instead of this passage, a room is necessary; and instead of one list, at least half a dozen should be posted up. Then as to part heard cases, a plan is adopted as regards Common Pleas cases which is most misleading, namely, the system by which when a case is part heard, and stands first for disposal the next day, all mention of such part heard case is omitted from the cause list of the next day's business. For instance, suppose on a Thursday *Smith v. Jones* is only part heard when the court sits on that day, the paper for the Common Pleas issued on the Thursday evening, showing the cases in the paper for the Friday, will omit all mention of *Smith v. Jones* as part heard, and will place as first on the list the next case, say *Jones v. Robinson*. As a natural consequence it often happens that witnesses and others concerned in the case which stands next after the part heard case attend early at Westminster, only to find that there is a part heard case before them, which occupies say half the day. It is absolutely necessary for the convenience of the Profession that part heard cases should be noticed in the Common Pleas list, as is always done in the two other common law divisions.

In our last issue, page 222, we gave full particulars of the difficulties which a luckless plaintiff, in an action in the High Court of Justice, at Westminster, had to encounter before he got to trial; discouraging as the facts there set out must have been to the plaintiff, his troubles did not end there. We are favoured with the following additional information in connection with the action by the plaintiff's solicitor. The case came on about 1.30 p.m. on a Saturday, and the court

rose at 2 o'clock p.m. On the previous day the clerk of the plaintiffs' solicitor was informed that the plaintiff's leader had handed the brief over to a Q.C. unknown to the solicitor, because the Q.C. originally instructed had a case in another court. The plaintiff, acting under his solicitor's advice, demanded that his brief should be obtained from the second Q.C., and a copy handed to a certain other Q.C., with a larger fee than was marked on the original brief, and it was after a consultation (being the third in the case in which one was sufficient) on the Friday evening, that the case came before the court on the next day. The case stood third on the list for the Monday as a part-heard case, and the parties and many witnesses attended accordingly. The suitors of course expected, however, that the case would be first in the list. The two cases inserted before it—contrary to all rule—were merely cases in which the learned judge intended to deliver judgment. This he proceeded to do, but his professional attire suggested that he contemplated sitting in banco, and so it turned out, for having delivered his judgments in the two cases he proceeded to another court, and the part-heard case was not called on at all, and the jury were dismissed till the next day, when the case was disposed of. Our correspondent asks us to add that his client, although entirely successful, assured him that he would never again go to trial with an action if he could avoid it, owing chiefly to the long delay and the anxiety he had experienced by the uncertainties attending the trial when once the case came before the court. What, then, must be the feelings of the unsuccessful party? Comment on the facts of this case, as set out by us, is needless. The state of things it discloses is intolerable, and cannot continue. It is the fault of a system which is in no way suited to present requirements.

A CORRESPONDENT writes as follows upon the subject of unauthorised persons practising as solicitors:—"A person in this town, formerly a solicitor's clerk, but now calling himself an accountant, appears to be doing considerable legal business, which the solicitors of the town are desirous of checking. We have no case of his drawing deeds and charging for them, but we can prove that he drew an award under an arbitration; no special sum is set out as his fee in the award, but a general charge of £5 5s. is made for the arbitration. One of the arbitrators told me that the costs of the award were included in this, but would not tell me how much it was. The questions which arise on this are: first, Does an award come within the terms of the Stamp Act 1870, sect. 60? secondly, as a general rule an arbitrator cannot be required to show how his award is made out; can he be required (in the witness box) to disclose the fee he paid for drawing the same? thirdly, who is entitled to the penalty, and how may it be recovered?" It is difficult to suppose that an award is not an "instrument relating to real or personal estate," within the meaning of sect. 60 of the Stamp Act, although the Solicitor of the Inland Revenue Commissioners has

expressed the opinion that an abstract of title deeds of real estate is not an instrument within the Act. No doubt the arbitrator would have to answer the question suggested, in case of proceedings under the Stamp Act to recover the penalty of £50. The third inquiry is sufficiently answered by a reference to sect. 26 of the Stamp Act 1870, and it is to this provision that we especially refer our correspondent, who should at once place himself in communication with the Inland Revenue Commissioners. The better opinion seems to be that neither the Solicitors' Acts nor the Legal Practitioners' Act apply to a case of this sort. The case of the *Attorney General v. Tett*, reported in the LAW TIMES of 28th Nov. last, deserves attention; in that case the jury returned a verdict for the Crown for £50, being the full penalty under the Stamp Act, for preparing a bill of sale contrary to that enactment.

WE are glad to learn that Mr. Joseph Mason Moore, of South Shields, Solicitor of the Supreme Court, has been appointed by the Lord High Chancellor a justice of the peace for the borough of Jarrow. Mr. Moore is town clerk of South Shields and clerk to the justices for the East Division of Chester Ward, in the county of Durham. It is gratifying to notice how rapidly the prejudice against placing the names of solicitors on the commission of the peace is passing away. It is beginning to be found that they are really the very best men to discharge the important functions of magistrates, except of course in cases in which a solicitor is in the habit of practising as an advocate in magistrates courts in the district in which he resides, and in which he would be appointed a magistrate. The statutory provisions which forbid the appointment of solicitors as magistrates under certain circumstances are already out of date and ought to be repealed. We hope in our next issue to be able to announce further similar appointments.

THE Master of the Rolls pointed out on Wednesday that regular Chancery actions are delayed by common law actions being set down for trial in the Chancery Division. Similarly we cannot see why actions which are utterly unconnected with the City of London should be permitted to impede the disposal of cases which really belong to the city, and in regard to which it is essential or desirable that city special juries should be called upon to offer their opinion. This is so at present by allowing country cases to be tried in the city which could just as easily be dealt with at Westminster, where the accommodation for judges and all concerned is better than in the city. The junior Bar may well encourage some such alteration, which would operate as an additional power against the monopoly which the leaders of the Bar at present enjoy. It would, however, we maintain, be far more convenient for country solicitors, and all others concerned, except perhaps London agents whose offices are in the city. It should be open to a defendant to remove a cause by order at any stage from the city of London to Westminster. Th



present system naturally obstructs legitimate city business, and imposes undue demands upon those city men who are called upon to serve upon city special and common juries. The question of time does not apply as it did under the old regime, when term time was much shorter than the duration of the present sittings.

In another column we publish the Common Law Cause List for the city of London for the present Hilary sittings, which we hope will prove useful to the Profession, especially to country solicitors, a large number of whom are, we know, concerned for one side or the other in many of the actions named in such list, although their names do not appear, the London agents inserting their own names, and which indeed is necessary and advantageous. There are those who suppose that this list only represents litigation in connection with the city of London; this, however, is not the case. Very many of the causes disposed of in the city are essentially country causes, which are tried in the city for the convenience of the plaintiffs' agents. It is worthy of notice that more than half the business to be disposed of in the city this sitting will be before special juries, and not a single case is to be left to the decision of a judge sitting without a jury. The law notices in the daily morning papers used in conjunction with the list we publish will enable solicitors to tell about when a particular case is likely to be reached.

The following is a special form of judgment used in the Queen's Bench Division in the case of an action sent down for trial to a County Court, under sect. 26 of the County Courts Act of 1856. For anything we know to the contrary, a similar form is used in the other Common Law Divisions:

(Title).  
The of 187  
County Court of under sect. 26 of 19 & 20  
Vict. c. 108, and the registrar of the said County Court  
having certified that the said action was tried on the  
day of 187, and that [Here follows the  
finding of the judge.] Therefore it is this day adjudged  
that the plaintiff do recover against the said defendant  
£ and £ for his costs of suit.  
Certificate for costs dated 187.

#### PROCEEDINGS AGAINST SOLICITORS.

COMMON PLEAS DIVISION.

(Before LORD COLERIDGE, C.J., and GROVE, J.)  
Re W. H. MARSHALL.

In this case an order had been granted on the application of Murray, calling on a solicitor to answer matters in an affidavit. The solicitor in question now appeared by counsel in answer to the order of the court.

Murray appeared for the complainant.

Wills appeared for the solicitor.

Hon. A. Thesiger, Q.C., appeared for the Incorporated Law Society.

In answer to the Lord Chief Justice,

Thesiger said that the Incorporated Law Society had thought it right, in deference to an intimation which fell from the court when the order was originally moved for, to instruct counsel to appear, but that it was not proposed to take any active part in the proceedings.

W. Wills, on behalf of the solicitor, then showed cause. From the learned counsel's statement it appeared that the solicitor was employed some time in 1875 by the client at whose instance the process of the court had been now set in motion. He was asked for his accounts in November 1875, and considerable disagreement and consequent correspondence had ensued between the solicitor and his client respecting the amount of the charges which the solicitor had made. The solicitor, however, admitted that a sum of £700 was due to the client after his charges were satisfied, and that he had not paid that sum. In April of last year the client became insane, and his brother demanded payment from the solicitor. Last December the order to answer was obtained, and since that the claims had been paid, and the client's representatives satisfied. The learned counsel submitted that the case was not one for the court to visit with punishment. His client had either made excessive charges or had neglected to pay money which was due; for both of these defaults the law provided a remedy, for the one by taxation, for the other by civil action.

Murray, for the complainant, stated that he was instructed not to press the matter.

Lord COLERIDGE, C.J., delivered judgment. In this case, said his Lordship, the matter was one of very grave moment, for on the admitted facts the gentleman had kept in his hands for months a large sum of money to which, on his own showing, he had no claim. The solicitor had said that he had a claim for some of the money, but this was not like the case where what was retained was an indivisible article of large value. There might have been some defence to that, but here what the solicitor had kept back was

money; the claim of the solicitor being about £380, he had kept back more than £1000. The matter was extremely grave, and the conduct very reprehensible. It might have been visited with the heaviest punishment the court could give. However, as the Law Society, in whose hands the honour of the Profession whom they most worthily represented could most safely rest, had not pressed for punishment; and as the jurisdiction of the court was not to be used to press civil claims, but to preserve the honour of the Profession, and to protect the public, although the answer of the respondent was highly unsatisfactory, the court was content with discharging the order, the solicitor paying all costs.

GROVE, J., concurred.—His Lordship added, that though it was most proper as long as the matter was doubtful, not to report the name of the solicitor, in such a case as the present he thought it right that the name of the solicitor should be mentioned.

Lord COLERIDGE, C.J., also added, that in his opinion if the case were reported it should be reported with the name of the solicitor.

#### QUEEN'S BENCH DIVISION.

(Before MELLOR and LUSH, JJ.)

REG. V. ALLEY JONES.

THIS was an application to remove into this court a prosecution against one Alley Jones, an attorney, for obtaining money by false pretences. The prosecution was by a lady who had been a client of his, and charged him with getting money from her on a supposed security, which did not, she alleged, exist. An application had been made at Chambers, before Lush, J., for a *certiorari* to remove the case, but the learned judge had not acceded to the application, and the application was now made to the court. The application was based upon the usual grounds, complexity and difficulty, and consequent fitness for a special jury, and probability of questions of law. There was an affidavit by the lady that the defendant had been her attorney for eleven years, since 1866, and that he had obtained money from her upon representations she alleged to be untrue. The money, he said, was to be invested in a speculation in the Basingstoke Canal, she advancing £5000, and Mr. Alley Jones, sen., £1000, and the defendant himself £3000, to be made up either in money or services rendered to her by him. One of the pretences alleged was that Mr. Alley Jones had entered into a contract for the purchase of the canal for so many thousand pounds, and that the lady was to advance money towards the purchase, &c., and that she was induced to believe several things which would impress her with the idea that her money was being advanced upon valuable security, whereas, in truth, as she represented, it was not. On affidavits disclosing the nature of the case,

The *Solicitor-General* (with *Basley*), on the part of the defendant, applied for a *certiorari* to remove the case into this court, that he might have the benefit of a special jury. It was, he said, a prosecution by a lady of her attorney for alleged fraud in a complicated transaction, and this was not fit to be tried by a common jury at the Central Criminal Court. The substantial question, he said, was whether there was a real speculation by the defendant in the canal, or whether the whole thing was a pretence and a fraud; and he feared that the question might be lost sight of by a common jury in a trial at the Central Criminal Court, where there might be some prejudice; it was a case, too, of considerable complexity.

After some discussion, The COURT said it seemed a fit case to be removed to this Court for trial. No doubt, any judge who might try the case at the Central Criminal Court would be perfectly competent to try it; but there was some complexity in it, and there were some topics of prejudice, and, on the whole, therefore, it would be better that the case should be tried in this court before a special jury. The *certiorari*, therefore, might be issued, the defendant to find recognisances, himself in £1000, and two other persons in £500 each.

#### COMMON PLEAS DIVISION.

Tuesday, Jan. 30.

PARSONS v. TINLING.

*Costs—Nominal damages—No order—Where there is no order made as to costs they follow the event.* This case raised a point under the Judicature Acts of great importance, as settling the practice for the future in libel cases. The point, which, although it has been the subject of much discussion, has not before been the subject of judicial determination, arose as follows:—An action of libel was tried before Lopes, J., and resulted in a verdict for the plaintiff, with damages one farthing. The learned judge declined to make any order as to costs. According to the practice before the Judicature Acts, the result of this would have been that the plaintiff would have obtained no costs. It was contended, however, that by the operation of the Judicature Acts the

old statutes on the subject were repealed, and that in every case tried before a jury, if the judge made no order, the costs must follow the event. The plaintiff, therefore, applied to have his costs taxed by the master, but the master refused to tax them. The plaintiff then went before Hawkins, J., at chambers, and that learned judge referred the matter to the court.

Charles Russell, Q.C., and French appeared for the plaintiff, and argued that the effect of the 5th Order of the Judicature Act 1875, was to repeal the prior enactments as to costs in actions of this kind, and to give the plaintiff a right to his costs.

Pope, Q.C. and McConnell appeared for the defendant, and argued that the enactment of the Act of 1875 must be read as subject to the prior statutes, and that costs were to follow the event only in cases in which before the Judicature Acts they would have followed the event.

Lord Coleridge, C.J., delivered judgment in favour of the plaintiff. The Court was called upon, said his Lordship, for the first time, to place a construction on the 55th Order of the Judicature Act of 1875. That Order provided that, subject to the provisions of the Act, the costs of and incident to all proceedings in the High Court should be in the discretion of the Court; and, then, after a reservation applying to certain equity cases, the order proceeded as follows:—"Provided that where any action or issue is tried by a jury, the costs shall follow the event, unless upon application made at the trial for good cause shown, the judge before whom such action or issue is tried, or the court, shall otherwise order." The present was an action of libel, and the damages were one farthing. According to the old law in force at the time of the passing of the Judicature Acts, the plaintiff could have got no costs without a certain certificate. This certificate the judge declined to give, but left the matter to stand as the law left it. No discretion had been exercised, and, therefore, the court had simply to construe the words of the statute. It was contended for the defendant that the enactment meant that costs were only to follow the event where before the Act they would have followed the event, and that words to this effect must be read as incorporated into the statute. There were very large words to incorporate and the Lord Chief Justice could see no good reason on the construction of the Act, and certainly none of authority, why such words should be incorporated. The Judicature Acts were intended to bring together for the first time the diverging codes of law and practice which had hitherto existed. The object of the Acts was to assimilate the procedure and make one rule for the divisions of the one court. In general the Equity rules were to prevail, and, as a general rule, costs were to be in the discretion of the court. But two exceptions were made, the first of these was in certain trustee cases in equity, the other was in cases tried before a jury. In the latter the costs are to follow the event, unless it is otherwise ordered. Here the event was for the plaintiff, and no order had been made. The rule was intelligible to everyone, and contained everything relating to costs.

GROVE, J. delivered judgment to the same effect.

*Judgment for the plaintiff.*

#### REPORTS OF SALES.

Wednesday, Jan. 24.

By Messrs. HEPPEN and SONS, at the Mart, Yorkshire, near Leeds.—The Newlay Dye Works, with the Abbey Inn and land adjoining—sold for £12,750.

By Messrs. J. and E. BELCHER, at Wantage, Berks, near Wantage.—The Letcombe Mill, and Sta. &c. 20.

Two cottages, with gardens—sold for £150.  
Enclosures of land, containing 25a. 2r. 5p.—sold for £210.  
Grave.—An enclosure of land, 7a. 1r. 7p.—sold for £200.  
West Hanning.—Two cottages, with outbuildings and a plot of land—sold for £265.

Friday, Jan. 26.

By Mr. ROBERT REID, at the Mart, Baywater.—No. 9, St. Petersburg-place, freehold—sold for £500.

Oxford-street.—No. 118, term 41 years—sold for £3500.  
Brynston-square.—No. 12, with stabling, term 21 years—sold for £450.

Repton Park.—No. 9, Sussex-place, with stabling, term 4 years—sold for £2100.  
Kentish Town.—Nos. 51, 53, 57, 59, 61, 63, 65, 67, 69, and 71, Highgate-road, copyhold—sold for £7000.

Monday, Jan. 29.

By Messrs. WARLWORTH, LOVING, and MILLS, at the Mart, St. John's Wood.—Ground rents of £19 per annum, term 6 years—sold for £345.

By Mr. R. BOYCE, at the Mart, Westminster.—Nos. 2 and 3, Wake's-buildings, term 99 years—sold for £780.

Tuesday, Jan. 30.

By Messrs. FAREBROTHER, ELLIS, CLARK, and Co., at the Mart, City of London.—Nos. 24 to 26, Warwick-lane, Nos. 2 and 4, White Hart-street, and Nos. 5 to 9, Paternoster-square, term 27 years—sold for £11,750.

Policies of Assurance for £200, £300, and £400 12s., on lives aged 72, 74, and 86 years—sold for £770.

By Messrs. COOPER and GOULDING, at the Mart, City of London.—No. 15, Curator-street, freehold—sold for £195.

By Mr. W. H. MOORE, at the Mart, Holloway.—Nos. 71, 73, and 75, Eden-grove, freehold—sold for £190.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Debating Societies, as to the several Examinations, and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

IN our last issue we gave a prominent place in our advertisement columns to particulars connected with the "Law Students' Debating Society," which was established as long since as 1836, and which now has an enrolled strength of 228 members, including many solicitors in actual practice. Meetings of the society, for purposes of debate, are held every Tuesday, at the Law Institution. As the expenditure of such a society cannot be large, we incline to the opinion that the entrance fee might well be reduced by half, if not abolished altogether.

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Equity Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Conveyancing, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

THE committee of management of the Huddersfield Law Students' Society lately issued a syllabus of subjects for discussion for the first quarter of this year, from which we gather that an excellent plan is being adopted, namely, that comprised in the following notification to the members of the society:—"Statutes of last Session.—At each meeting announced above, one or more of the statutes passed during the last session of Parliament will undergo consideration. Members whose names are placed opposite to any statutes to which reference is made in the syllabus, are expected to make themselves acquainted with the provisions of such statutes, with any judicial interpretation of their meaning, and with their effect upon the former state of the law, so as to be able to give the meeting the benefit of the information which is required. The evening of the 12th Feb. 1877, will be devoted entirely to a discussion upon three of the most important statutes of the last session." We may add that thirteen Acts of last session are specially selected for discussion before the end of March. We feel strongly that every law students' society should adopt a similar plan, by which the members will best inform themselves of the nature of current legislation.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during February, must be enrolled and registered at the Petty Bag Office on or before the same days in the month of August next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of February, they must be produced and entered at the Law Institution on or before the same day of the month of May next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon article students.

WHERE articles expire between the 9th April and 22nd May, candidates may be examined on the 24th and 25th April next; and if between the 21st May and 2nd Nov., may be examined on the 19th and 20th June next; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

IN case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

## LAW STUDENTS' DEBATING SOCIETY.

AT the meeting of the above society held at the Law Institution on Tuesday last, the question for discussion was as follows: "Should the present privilege of counsel with regard to statements made in the conduct of a case be restricted?" Mr. Goodchild opened the debate in the negative,

and Mr. Indermaur on the affirmative, side of the question. At the conclusion of the debate the question was decided in the negative by a majority of six votes.

## BRISTOL LAW STUDENTS' DEBATING SOCIETY.

A MEETING of this society was held on Tuesday last, the 30th Jan., at the Law Library, Small-street, Bristol. F. F. Barnett, Esq., solicitor, presided. The subject for discussion was—"That the stage and novels of the present day have a deteriorating tendency." The affirmative was opened by Mr. Pease, supported by Mr. by Mr. Sturge, and the negative by Mr. Daniell, supported by Mr. Millard. Other members spoke upon the motion which, on being put to the meeting, was lost by a majority of two.

A vote of thanks to the president terminated the proceedings.

## HULL LAW STUDENTS' SOCIETY.

AN ordinary meeting was held on the 30th Jan. In consequence of the inability of the members to obtain the reports of certain cases having reference to the moot point appointed for discussion, an impromptu debate took place on the subject, "Whether the Action for Breach of Promise of Marriage should be Abolished." All the members present took part in the debate, the majority being in favour of the affirmative.

## LEEDS LAW STUDENTS' SOCIETY.

ON Monday, 20th Jan., the first ordinary meeting of this society was held in the Library of the Philosophical Hall, Mr. V. T. Thompson (barrister) in the chair. There was a large attendance, and an animated discussion took place. A vote of thanks to the chairman concluded the proceedings.

## LEICESTER LAW STUDENTS' SOCIETY.

A MEETING of this society took place at the Law Library, 19, Friar-lane, on Wednesday, W. M. Moore, Esq., in the chair.

The subject for discussion was, "A, a manufacturer, contracts to supply B, a merchant, with goods, delivering on Feb. 10, complete March 15. A. makes no delivery on Feb. 10, and the next day B. rescinds the contract. Was A. bound to commence delivery on Feb. 10 in order to support an action by him against B. for non-acceptance after tenders of the goods at various dates prior to March 15?"

Mr. Rands opened the debate in the affirmative, and was supported by Mr. Hincks and Mr. Friaby; Mr. Dutton, Mr. Wartnaby, and Mr. Holyoak supported the negative. After the summing up by the chairman the question was put to the meeting, and decided in the affirmative by a majority of three.

The attendance of members was above the average.

## LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE second meeting this session was held on Monday, Jan. 22, at the Law Library, Cork-street, W. F. Barrell, Esq., in the chair. After the minutes of the previous meeting had been read by the secretary, Mr. Melhuish, in accordance with his notice of motion, moved, "That the sum of £10 be paid out of the funds of this association towards the expense of a course of lectures, provided that a like, or greater sum be raised for the same object by the Law Society, or individual members thereof, or in any other manner." Seconded by Mr. Algar and opposed by Mr. Rutherford. An animated discussion then ensued, in which Messrs. Sparrow, Norton, Warr, Rutherford, Bremner, Blesse, Lightbound, Wilson, Chabot, Pride, and Broadbridge joined. Mr. Melhuish having replied, the motion was put to the meeting by the chairman and carried by a majority of eight.

The following was the subject for discussion: "Is the owner of a boiler liable for damages caused by its explosion where there has been no negligence on the part of himself or his servants?" Mr. Lightbound supported the affirmative, and Mr. Norton the negative. A discussion ensued, in which Messrs. Pride, Bremner, and Sandys joined. Mr. Lightbound having replied, the question was put to the meeting by the chairman, and decided in the affirmative by a majority of three. There were twenty-six members present.

## NEWPORT (MON.) LAW STUDENTS' SOCIETY.

ON the 17th inst. the first meeting of the society for the Spring Session was held. A. J. David, Esq., in the chair. After questions from "Williams on Real Property" had been considered, a discussion upon moot point 4 followed, viz., "Can there be an acceptance to satisfy the 17th section of

the Statute of Frauds, so long as the vendor retains his right to stop in transitu?" The following members took part in the discussion: Messrs. Newman, Pierce, Taylor, Oliver, and Llewellyn. The chairman summed up the arguments and put the question to the vote, when the affirmative was carried by a majority of four.

The meetings of this society are held on alternate Wednesdays, and have been very successful, considering that the number of members is not large.

## UNITED LAW STUDENTS' SOCIETY.

THE ordinary weekly meeting of this society was held at Clement's-inn Hall, Strand, on Wednesday evening last, the 31st Jan. Six new members were elected, and one admitted *visiting* election, being a member of a society in union; and four gentlemen were proposed for election. The Bolton Law Students' Society was also proposed as a society in union. The subject for the evening's discussion, "That the Public Works Act should be repealed, on the ground that it unduly interferes with the right of the Church of England," was opened by Mr. Cavell, and, after a very interesting debate, the motion was lost by a majority of nine, in a meeting of thirty-two.

At the meeting to be held next Wednesday a scheme for the establishment of a Law Library will be brought forward, and an hon. librarian will be nominated. A motion will also be moved to obtain the formal sanction of the society to the holding of meetings on the second and fourth Monday in every month, at the Law Institution, for the discussion of legal questions, after which the following subject will be discussed: "A, of Sheffield, sells goods to B., of London, at three months' credit. During the transit B. becomes bankrupt, and A. exercises his right of stoppage in transitu. The trustee of B.'s bankruptcy claims, before the expiration of the time of credit, to take the goods and pay the price; but A. has previously sold them to a third person. Can the trustee sue A. for breach of contract?"

## PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

THE last meeting of this society was held on Friday, the 26th ult., James Loye, Esq., in the chair. After the passing of the minutes, the secretary read a letter from the secretary of the United Law Students' Society, announcing that a prize was to be given by the London Society to members of societies in union, for the best essay on a legal subject. The witnesses were then elected for the moot trial, which, it was decided, should be postponed until the 23rd Feb. The moot point for the evening was then discussed: "If goods are sold by a trader in the ordinary course of his business on a Sunday, and the purchaser afterwards promises to pay therefor, can the trader maintain an action for the price?" In the affirmative Mr. Helpman, in the negative Mr. Caunter, after the discussion and the summing up of the chairman, the question was put to the vote and decided in the negative by a majority of one vote.

## Queries.

UNAUTHORISED PERSONS.—Does a law student who obtains a summons at the Common Law Judge's Chambers, in the matter of an articulated clerk, and who receives payment for doing so, infringe, and what protective statute? STUDENT.

[It would be contempt of court (apart from the question of remuneration) under sect. 35 of 6 & 7 Vict. c. 73. See also sect. 26 of 23 & 24 Vict. c. 127.—Ed.]

EXAMINATIONS.—I was articled for five years on the 17th March 1876. When will be my earliest opportunity to present myself for the intermediate and final examinations? Has a list of the names of those who passed the preliminary in February last been published in your paper; if so, in what number? E. A. S.

[(1) Intermediate, Nov. 1878; final, Jan. 1881. (2) No.—Ed.]

EXAMINATION—EXTENSION OF CERTIFICATE.—I was articled on the 5th Nov. 1873. I have passed my intermediate examination. My term of service expires on the 5th Nov. 1878. Kindly say (1) what is the earliest time I can present myself for final examination, (2) how, and more particularly when, I must get my final examination certificate extended, my term of service expiring a year before I am of age.

W. H. P. F. T.  
[(1) Nov. 1878. (2) You cannot go up for the final, unless by special or judges' order, as you will be a minor. If you get this and pass you should then apply at the Petty Bag Office for an order enlarging your certificate beyond the six months from its date.—Ed.]

INTERMEDIATE EXAMINATION.—When may I expect to learn the result of my endeavours at the above examination, held on the 18th Jan.? Is the list of successful candidates at the intermediate usually published in the LAW TIMES?

J.  
[We are afraid you must exercise further patience. We shall publish the list.—Ed.]

PRELIMINARY EXAMINATION.—Where can I obtain information about the requirements for the preliminary examination of articled clerks?  
[Apply to the Secretary of the Law Institution, Chancery-lane. We publish information from time to time in these columns.—Ed.]

## THE BENCH AND THE BAR.

## CALLS TO THE BAR.

THE following gentlemen have been called to the Bar:

MIDDLE TEMPLE.—Thomas Austin Guerin, Esq., Edmund Fox, Patrick Alexander Donaldson, Esq., Alfred de Bathe Brandon, of Trinity Hall, Cambridge; Eugenius Charles Jackson, Esq., Richard Amesbury Birch, James Blenkinsop, Alexander Coghill Wylie, Gaupat Sarvottam Ankar, Albert Edward Nelson, Walter Coates, de Butler, of Christ Church, Oxford, B.A.

LINCOLN'S INN.—Henry Brettingham Adams, Esq., B.A., Cambridge; Benjamin Edward Somers, Esq., of Merton College, Oxford; George John Appian, Esq., B.A., Oxford; Thomas Cyprian Williams, Esq., LL.B., Cambridge; Charles Swannild, Esq., B.A., Cambridge; Urquhart Atwell Esq., University of London; Henry George Willink, Esq., B.A., Oxford; George Mackey Lean, jun., Esq., B.A., Oxford; John Tobel Chapman, Esq., LL.B., Cambridge; Thur Ryle Harding, Esq., B.A., Oxford; Henry Sutton, jun., Esq., B.A., Oxford; John Satterd Sandars, Esq., B.A., Oxford; Hubert Winckley, Esq., George Lewis Denman, Esq., LL.B., Cambridge; Henry Storer Bowen, Esq., B.A., London; Frederick Lechmere Paton, Esq., B.A., Oxford; Richard Booth, Esq., B.A., Cambridge; Frederick James Norman Pearson, Esq., B.A., Oxford; William James Wright Ingham, Esq., B.A., Cambridge; and Ng Choy, Esq., of Hongkong, China.

INNER TEMPLE.—John Pickersgill Rodger, Esq. (holder of a Certificate of Honour, 2nd class, 1st Term 1877); William Wallace Cragg, Esq., B.A., Oxford; William Hamilton Phillips, Esq., B.A., Oxford; Berthold Robert Stansfield, Esq., B.A., Cambridge; Arthur Andrew Cecil Dunnrdner, Esq., M.A., Oxford; James Dominick Ly, Esq.; George Hone Hone-Goldney, Esq., B.A., Cambridge; Henry Hatchell Warren, Esq., B.A., Oxford; Ernest Beauchamp Nelson, Esq., B.A., Oxford; Francis Lea Stourbridge Smyth, Esq., Oxford; John Heywood, Esq., B.A., Cambridge; Abraham Lionel Hart, Esq., LL.B., London; Robert Alexander Milligan Hogg, Esq., B.A., Cambridge; George Macan, Esq., B.A., Cambridge; Arthur Baptist Noel, Esq.; Angus Robert Whiteway, Esq., M.A., Cambridge; George Meyron White, Esq., B.A., Oxford; Arthur Smith, Esq.; Lancelot Edward Lawford, Esq., B.A., Oxford; Francis Ernest Colenso, Esq., B.A., Cambridge; John William Proudfoot, Esq.; David Broadbent, Esq.; Marie Louis Alexandre Gues, Esq.; William John Richardson, Esq., B.A., Cambridge; Thomas Sutherland, Esq., Cambridge; Herbert Parker Reed, Esq.; and William Merick Barry, Esq., B.A., Dublin.

GRAY'S INN.—Miles Walker Mattinson, Esq., Esq. Scholar, Gray's Inn, T.T. 1874, First-class Studentship, T.T. 1875, Certificate of Honour 1876.

## MAGISTRATES' LAW.

## MIDDLESEX SESSIONS.

Monday, Jan. 29.

REG. v. SLADE.

Grant Act—Conviction—Material qualifying words.

January Quarter Sessions for hearing appeals held to-day by adjournment at the Guildhall, Westminster, for the purpose of disposing of the case of Mr. Henry, better known as Dr. Slade, who appealed against his conviction by Mr. Wiers, the magistrate at Bow-street Police Court, as a rogue and a vagabond.

Upon the case being called on, the ASSISTANT JUDGE requested Mr. E. W. Beal to read the conviction returned to the sessions, which was in the following terms:—

Metropolitan Police District, to wit.—Be it remembered that on the 31st day of October, in the year 1876, at the Bow-street Police Court, in the county of Middlesex, and within the Metropolitan Police District, Henry Slade is convicted before me, the undersigned, one of the magistrates of the police courts of the metropolis, sitting at police court aforesaid, of being a rogue and a vagabond, within the intent and meaning of a statute made in the fifth year of the reign of late Majesty King George IV., intituled an Act for the Punishment of Idle and Disorderly Persons and Rogues and Vagabonds in that part Great Britain called England—that is to say, for that the said Henry Slade, on the 1st day of September, in the year of our Lord 1876, at No. 8, Upper Bedford-place, in the city and district aforesaid, did unlawfully utter certain subtle craft, means, and device, and subtle craft, means, and device were that said Henry Slade did then and there write certain slate then and there produced by the said Henry Slade certain words purporting to be,

and which he intended to represent to Edwin Ray Lankester and Horatio Bryan Donkin, as being words written on the said slate by the spirit of a certain person then deceased—to wit, Allie, the alleged deceased wife of the said Henry Slade, to deceive and impose on certain of Her Majesty's subjects—to wit, the said Edwin Ray Lankester and Horatio Bryan Donkin, then and there being, and for which said offence the said Henry Slade is ordered to be committed to the House of Correction at Coldbath-fields, in the county of Middlesex, there to be kept to hard labour for the space of three calendar months.

"Given under my hand and seal the day and year first above written at the police court aforesaid."

"F. FLOWERS."

Ballantine, Serjt., Besley, and C. Mathews, were counsel for the appellant.

Staveley Hill, Q.C. and Cooper appeared to support the conviction on behalf of the Treasury.

Ballantine, Serjt., said he had a preliminary objection to make which was of a purely legal character, viz., that the conviction was bad upon the face of it. The statute under which it was professed to be made was the 5 Geo. 4, c. 83. The 4th section provided that any person pretending or professing to tell fortunes or using any subtle craft, means, or device, by palmistry or otherwise, to deceive and impose on any of his Majesty's subjects, should be deemed to be a rogue and vagabond, and punishable with three months' imprisonment with hard labour. The only material words under which the conviction could under any possibility have been supported, namely, "by palmistry or otherwise," had been omitted. The defendant was in fact now charged in a form in which it had never been suggested that he could be charged, and in which no offence was disclosed. If the words "by palmistry or otherwise" were mere surplusage, the section was wide enough to cover every imaginable fraud, including cheating at cards, false pretences, and forgery at common law. In support of the argument that the section had no such operation, it was only necessary to quote the case of *Johnson v. Fenner* (33 Justice of the Peace), in which Cockburn, C.J. and Mellor and Hannen, JJ. held that a conviction of a man for selling packets for a shilling in which he appeared to place a florin or half-crown, and, in fact, placed only a halfpenny, could not be supported under the statute, although the defendant might be indicted for obtaining money under false pretences. In the case of *Monck*, which had been partly argued in the Exchequer Division of the High Court of Justice, the words "by palmistry or otherwise" were inserted, which in this conviction were omitted.

Hill said that the words "by palmistry or otherwise," after consideration, had been advisedly omitted, and he did not at that stage of the proceedings ask for any amendment. There were two modes in which a conviction could be correctly drawn, either by following the words of the statute or by setting out the means used to deceive, so that the court could judge whether it was an offence against the statute or not. In this conviction, instead of using the bare words of the statute, that the offence was "by palmistry or otherwise," the appellant was charged with using subtle craft, means, and devices, and it was then set out in *extenso* what the craft, means, and devices were, so that the court might see that the offence was an offence against the statute. The offence was cognate to palmistry. If he had stated it as "by palmistry or otherwise," the conviction would have been bad for uncertainty.

The ASSISTANT-JUDGE suggested that if the words "by palmistry or otherwise" had been inserted and the means had followed under a *videlicet*, the court could have considered whether the means were means by palmistry or something like palmistry. It could not add to the force of a statute to omit material and qualifying words which it contained.

Hill said that although he retained his opinion as to the form of the conviction being good, he would, in submission to the court, ask for an amendment.

Ballantine, Serjt., still objected to discussing the question of amendment, and at the conclusion of his remarks in reply, the Assistant-Judge and the magistrates retired. They were absent an hour, and, on their return into court,

The ASSISTANT-JUDGE delivered judgment in these terms:—There could be no better illustration than this case of the justice and necessity of the rule that summary convictions must show upon the face of them everything required to give the magistrate jurisdiction, and that, therefore, in citing the statute under which he acts, care must be taken to state it correctly, and not to omit qualifying words which add an indispensable element to the character of the offence with which the law authorises him to deal, and that, therefore, the facts themselves must be set out, so that the court may judge whether they amount in law to the specified offence. The clause in the Vagrant Act upon which this conviction proceeds enacts

that "every person pretending or professing to tell fortunes, or using any subtle craft, means, or device by palmistry or otherwise to deceive and impose on any of His Majesty's subjects, shall be deemed a rogue and a vagabond within the meaning of the Act, and be committed to the House of Correction, and there be kept to hard labour for any term not exceeding three months." The conviction, as the learned Serjeant has objected, does not charge the offence in the words of the Act. Contrary to the general rule to be observed in this respect, in its statement of the offence, it follows them in part only, inasmuch as it omits the words "by palmistry or otherwise," which are of vital importance, being descriptive of the character of the craft or device intended by the statute. The reasons for this omission and for framing the conviction in its present form are not far to seek. If the particular description, "by palmistry," were applicable to the case, it was unnecessary to avoid it; and if the facts had been such as to bring the case within the meaning of the general words preceded by the particular description, it would be sufficient to quote the language of the enactment and then proceed to set out the acts and circumstances relied upon to constitute the offence. From either point of view the omission of these qualifying words occurring in the statute is significant of the difficulty felt in placing them in juxtaposition with the actual facts. Mr. Hill, however, contends that the conviction is sufficient on the face of it for this purpose. The court is of the contrary opinion. The word "otherwise" following the particular description or example in a penal statute must, of course, be construed in accordance with the restrictive rule applicable in such cases—that is to say, the means used to deceive and impose must be by palmistry or a craft or device *ejusdem generis*. The judgment of the Court of Queen's Bench in *Johnson v. Fenner*, referred to by the learned Serjeant, is conclusive on this point; and inasmuch as the conviction omits these essential and qualifying words, and then sets out facts which might possibly constitute an offence under the enactment had it contained no such qualifying words, but which might or would amount to no offence had the Act been properly set out, we think it is bad upon the face of it; and, as the learned counsel for the Crown has declined to ask the court to amend it, we must quash this conviction.

Hill asked for a case to be stated on the legal question thus raised.

Ballantine, Serjt. pointed out that his learned friend could apply to the Queen's Bench for a *mandamus* to compel the Sessions to hear the appeal.

The ASSISTANT-JUDGE said they must leave Mr. Hill to take that course. Having no doubt on the point, they could not keep the appellant under recognizances.

Hill said that the point would be raised, but out of respect to the court he had felt bound to ask for a case.

The appellant then left the court with friends, and the proceedings terminated.

## COUNTY COURTS.

## APPEAL—JUDGE'S NOTES—THE COUNTY COURTS ACT 1875, SECT. 6.

The following cases have been before the Queen's Bench Division:—

Re AN APPEAL FROM THE MARYLEBONE COUNTY COURT.

THIS was another of the cases of which there have been several within the last few days, apparently deciding that a County Court judge is not bound to take a note of the facts in evidence before him, except upon some point of law taken at the hearing, and on which he decides and is expressly requested to take a note, and that therefore, except in such case, he is not bound to produce his note for the purpose of an appeal, under the enactment for that purpose in the Act of 1875, sect. 6. That enactment, in order to afford an easier and less dilatory and expensive proceeding by way of appeal, provides that the judge, if so called upon at the hearing, shall be bound to take a note of the evidence relating to any particular point of law raised before him. It does not in terms at all interfere with any power of the suitor or the Superior Court to call for the notes for the purpose of an appeal on the general matters of law involved in the decision, but the judges of this court appear to have considered that this enactment affords the only mode of enforcing the production of the notes, and therefore that an applicant must bring himself strictly within it, or is remitted to the dilatory proceeding by special case.

Cock now moved on this enactment for an extension of the time for obtaining the notes of the County Court Judge of Marylebone for the purpose of an appeal. The four days within which

The first question presented by the case is whether the plaintiff has established a prima facie case of trespass. The plaintiff alleges that the defendant entered upon his land without his consent and without any legal right to do so. The defendant denies this, claiming that he has a legal right to enter upon the land. The court must first determine whether the plaintiff has established a prima facie case of trespass. If he has, the burden then shifts to the defendant to prove that he has a legal right to enter upon the land. The plaintiff's evidence consists of the fact that the defendant entered upon his land without his consent. This is sufficient to establish a prima facie case of trespass. The defendant's evidence consists of the fact that he has a legal right to enter upon the land. This is sufficient to rebut the plaintiff's prima facie case. The court must then determine whether the defendant's evidence is sufficient to rebut the plaintiff's prima facie case. If it is, the plaintiff's case fails. If it is not, the plaintiff's case succeeds.

The second question presented by the case is whether the defendant is entitled to a judgment of acquittal. The defendant argues that the plaintiff's evidence is insufficient to sustain a verdict against him. The court must determine whether the plaintiff's evidence is sufficient to sustain a verdict against the defendant. If it is, the defendant is not entitled to a judgment of acquittal. If it is not, the defendant is entitled to a judgment of acquittal. The court must then determine whether the plaintiff's evidence is sufficient to sustain a verdict against the defendant. If it is, the defendant is not entitled to a judgment of acquittal. If it is not, the defendant is entitled to a judgment of acquittal.

The third question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.

The fourth question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.

The fifth question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.

The sixth question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.

The seventh question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.

The eighth question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.

The ninth question presented by the case is whether the plaintiff is entitled to a judgment of acquittal. The plaintiff argues that the defendant's evidence is insufficient to sustain a verdict against him. The court must determine whether the defendant's evidence is sufficient to sustain a verdict against the plaintiff. If it is, the plaintiff is not entitled to a judgment of acquittal. If it is not, the plaintiff is entitled to a judgment of acquittal.



Act had just commenced, and from a legal periodical he saw that in what was called the Common Law Division of the High Court of Justice, i.e., the Queen's Bench, the Common Pleas, and the Exchequer Division, there were 1300 cases remaining for hearing and argument, while in the Court of Chancery there were between 600 and 700 cases, and that the number had doubled within two years. To his mind this state of affairs proved beyond all question that what was wanted was not concentration in London, but distribution throughout the country. But in London they could not trust provincial courts. They had an opinion that the local judge must in some way be infected by the influences which surrounded him; that he could not dine with a nobleman, or accept the hospitality of a merchant prince, without being subject to some illegitimate influence. Now, he said to such people, "Come and see." His object was, if he could, to get rid of that block of business in London. London lawyers were urging the appointment of more judges. Well, let them appoint more judges. The last request that was made on that subject had been made by a friend of his Mr. Osborne Morgan, who suggested that there should be two more Chancery judges. An exactly similar request, or recommendation, was made by the Chancery Commissioners in their report of 1851, on which report the Act of 1852 was founded. Now, to appoint two additional judges at the present time would, in his humble opinion, be a very inefficient mode of remedying the evil. Let him give a practical instance of how it would act. On Friday morning he had had occasion to view some machinery in connection with an action. There were two gentlemen with him, and one of them said that he was engaged in a Bradford action which was being tried in Middlesex—and which, by the bye, ought to be tried here—and that some weeks before the briefs had been delivered to the barristers, and on inquiry on Friday he was told that his case stood 509 on the Middlesex list. Now, in consequence of Easter falling early this year—public convenience requiring that the assizes should finish before Good Friday—the judges intended to commence their circuits on the 15th Feb. That left the judges one calendar month, during which period alone they had the means of sitting in London to dispose of the enormous arrears of cases of which he had given them an idea. One suggestion as to a mode of carrying into effect not only the suggestion of the County Court judges, but the recommendation of the Judicature Commission, as a means of remedying the evil was to give unlimited jurisdiction to County Courts throughout the whole country. This suggestion had been proposed and carefully drawn up by Mr. Harrington, the County Court Judge of the agricultural portion of Northamptonshire and Warwickshire, who had elaborated the proposal with great care, and had estimated the expenses. The objection to this scheme was that the requirements of the different parts of the country were not the same—that they did not require the same kind of courts in the agricultural districts as they required in the great commercial centres of Yorkshire and Lancashire; that in the latter far more important and complicated questions were raised. Besides that, there was the objection that every County Court judge was not equal to the work. Then, there was another suggestion as to the mode of meeting the evil for which he (the speaker) considered himself responsible. He had been asked to meet a deputation of representatives of Chambers of Commerce for the purpose of considering the advisability of introducing into a Bill a provision enabling the Queen, by an order in Council, upon the petition of a municipal body representing a town or city with, say, over 50,000 inhabitants, to grant to the County Court of that district unlimited jurisdiction. It seemed to him that that was a mode of getting rid of the difficulty arising from the supposed incompetency of some of the courts to exercise such an extended jurisdiction, because he was quite sure that the municipal body of such a town would not ask for extended jurisdiction unless they were satisfied with the existing arrangements; at any rate, such a municipal body would not ask for an extension unless they were satisfied that the interests of the public would be promoted by the extension. The objection to this arrangement was that it depended on any town having for the time an efficient registrar or an efficient judge, and that either one or the other might retire or die, and an inefficient might succeed. He had had that objection put to him by an ex-Lord Chancellor, Lord Selborne. His reply to the objection simply was, that it was the duty of the Lord Chancellor to see that a good man was appointed, and that he should not be influenced by political partisanship or by personal friendship, but by the fitness of the man for the place. (Hear, hear.) That scheme, however, was never brought forward. Another measure had been prepared by a County Court judge, who had previously had the experience of a secretary to the Judicature Commission. The object of which he (Mr. Daniel) had studied, and certain

centres in various parts of the country, to which should be attached judges of higher standing than the ordinary County Court judges, who could be resident, and who should have unlimited jurisdiction on all matters that came under the cognizance of the higher court, with power of removal in certain cases. Lancashire was one principal centre, with Liverpool and Manchester as capitals, and joining with Lancashire, Cumberland, and Westmoreland, giving three judges to the centre. Northumberland and Durham constituted another centre, with Newcastle as the capital, and with one judge. For Yorkshire two judges were proposed, with Leeds and Bradford as the principal towns, though, of course, any place might be made a chief town which the Lord Chancellor might at any time think desirable. The midland districts constituted another centre with Birmingham as the capital, and the south-western counties another centre, with Bristol as the principal place. Power was given to the Queen by an order in council to make other centres whenever it should be thought necessary. The ordinary business which now blocked the London courts would be all transacted at these centres. Whether such a scheme as this were adopted or not, he believed that experience would very shortly show that the attempt that was being made to force all these omnibuses through Temple Bar would not succeed. So far as administration was concerned, he felt sure that distribution would be the principle that would have to be adopted, while so far as the settlement of the law was concerned concentration was the principle to be adopted—an easy means of appeal from the provincial to the Superior Courts. The Bill which he had described was being prepared under the auspices of the Newcastle Chamber of Commerce, with the assistance of Mr. Cowen, one of the members for Newcastle, who had expressed his willingness and determination to introduce a Bill into the House of Commons. He (Mr. Daniel) hoped that such a Bill would have the support of the other Chambers of Commerce throughout the country. He had been requested also to say a few words as to the law of bankruptcy. They would know that a Bill on the subject had been introduced during the last session of Parliament by the Lord Chancellor, but had been withdrawn. He did not know whether the same Bill would be brought forward again, and it was not of course for him to express an opinion. They would be aware, however, that the Lord Chancellor had appointed a committee to report to him with reference to the working of the bankruptcy laws, and the result of the inquiries of that committee had been to show the unfavourable working of the present bankruptcy laws in reference to the cost. The Controller, Mr. Mansfield Parkins, who was a member of that committee, had, indeed, added a report of his own in which he very strongly recommended the abolition of the present system of management by creditors, and a return to the system of official management. How far any new legislation would assume the character of a return to the official system he had no means of knowing, and he would not hazard a conjecture. But this he must say, that as far as his experience went, creditors were much too remiss in looking after their own interests. He confessed when he saw this—and he had expressed the opinion before and had given his reasons for holding it—he should like to see the present system, so far as it enabled a debtor to come to Court when he found that he was insolvent, to be continued in this way, that instead of allowing the debtor to file a petition for liquidation and then by means of such assistance as he could get from accountants and solicitors and proxies, secure the management in his own hands, that a debtor when he presented his petition to the court should accompany that petition by a statement of his debts, an estimate of his assets, and a list of his creditors, and that he should verify this statement on oath; that then the Court, by its own proper officers, should itself appoint a day and place for the meeting of the creditors—a day and place, of course, selected with a view to the convenience of the great body of the creditors; that, having so appointed a place and a day, notices should be sent to every creditor, with the information that he could have a copy of the debtor's list of debts, assets, and names of creditors on payment of a small charge to cover the cost of copying the list, so that before the day of meeting every creditor might have the means of knowing the whole extent of the debtor's assets, the amount of his liabilities, and might in that way have an opportunity of making inquiries. He would further suggest that when a debtor intended to offer a composition he should accompany his statement of assets, &c., with that offer, and that it should be submitted to the creditors in order that they might know before the meeting what they ought to know as to the debtor's position and what he proposed to offer them. At such a meeting, held before an officer of the court who should be empowered to control the proceedings and to maintain order and regularity—for he heard that

many creditors' meetings were little better than bear-gardens (hear, hear)—he thought much might be done to prevent those miscarriages which now too frequently took place at meetings of creditors, where debtors got resolutions passed accepting compositions. If that were done he thought many of the recent objections to the system of compositions would be removed. There was this fact in reference to the returns as to these compositions—that the number of them was increasing while the average amount of the compositions was decreasing. The existing law as to fraudulent preferences was about as bad as it could be; it enabled any man who knew that he was insolvent, if he only took care to keep that knowledge to himself, to realise all his assets, to pay in full such creditors as he thought it would be in interest to make friends of, by that means to reduce his assets to just sufficient to pay the expenses of a liquidation, and then to leave the great body of his creditors without a penny. In his opinion the law ought to try to touch the consciences of the creditors, and to make them know that they had no right to take 20s. in the pound at the expense of the other creditors. Mr. Daniel, after alluding to the necessity that the law should do something to check the system of gambling which had lately shown itself in connection with many of our commercial transactions, expressed the hope that the time would soon come when suitors would be able to get their disputes settled at a reasonable cost and with a reasonable amount of delay, and his belief that that could only be done by the extension of the jurisdiction of local courts.

## BANKRUPTCY LAW.

### COURT OF BANKRUPTCY.

Wednesday, Jan. 31.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Re WILLIAM BAINES.

Trustees—Costs.

THIS was an application by Morris, solicitor, a creditor, requiring the trustee under this liquidation to show cause why he should not file a statement of the payments made out of the sum of £393, realised from the estate of the debtor; and also why his bill of £172 for services rendered should not be taxed, and for other directions.

Morris appeared in person.

Beard, jun., for the trustee.

Copp for creditors.

The debtor, a house agent, carrying on business in Elsham-road, Kensington, presented a petition for liquidation in May 1874. His debts were then returned at £1063, of which £77 were in respect of rent, and other preferential claims; with assets £504. At the first meeting a resolution was passed by the creditors for a liquidation by arrangement. Mr. J. Pattinson, accountant, being appointed trustee, to act with a committee of inspection, consisting of three members. From the assets sums of £293 and £100 were received by the trustee, and a dividend of 6d. in the pound had been declared and paid. In August last a meeting of creditors was convened for the purpose of granting the debtor his discharge, and to audit and pass the trustee's accounts, to release the trustee, and to close the liquidation. It is sufficient to state that at the meeting an account of the trustee was produced, by which he claimed to deduct £172 for remuneration, and two members of the committee of inspection audited and passed such account. The present application was based upon the grounds that the charges of the trustee were exorbitant, and that the account had not been properly audited and passed by the committee.

In answer it was stated that considerable time had been devoted to the investigation of the matter, and that the trustee's remuneration had been considered at the meeting, and the claim duly allowed.

Mr. Registrar MURRAY said it was perfectly monstrous that any committee of inspection could be found to sanction the charges of the trustee unless they could be proved. He pointed out that, according to the account, the trustee had been occupied during forty-one days of eight hours each upon the present case, and that his clerk had been similarly engaged for about 330 hours. For his own services the trustee claimed £3 3s. per day, and £1 1s. per day for his clerk. His Honour said the taxing master did not tax the bills of trustees in matters of liquidation, otherwise he might require an affidavit to be filed; for it was utterly shocking to common sense to think that any human being could be found to sign such a document. He did not think the exigencies of the Act in regard to notice had been complied with, and he was unwilling to receive an affidavit by the trustee that the accounts were presented to the meeting. It was right the creditors should have an opportunity of considering the whole matter, and the present application would be adjourned, in order that a meeting might be held.

if a receiver has been appointed by the court the nominee of the creditors shall be forthwith substituted. It will be observed that, although the creditors are only empowered to appoint in the absence of any previous appointment by the court, yet the latter portion of the rule ignores such a requirement, and provides for the creditors' nominee being substituted for that of the court. The present application was to cancel the appointment of Mr. Bolland as receiver, and to confirm the appointment of the creditors' nominee—Mr. Hunt, of Manchester—in his stead. The liquidating debtor is a draper in West Derby-road, with debts £1000 and assets £500. He presented his petition a week ago, and Mr. Bolland, at the instance of Mr. Seddon Smith, the solicitor in the matter, was appointed by the court receiver. He obtained an order upon the sheriff to restrain him from enforcing an execution then in his hands, and undertook personally to be answerable for any damages the execution creditor might suffer by being restrained. The principal creditors, being Manchester warehousemen, subsequently nominated Mr. Hunt receiver, in place of Mr. Bolland, and Mr. Lockett now asked the court to make an order accordingly.

His HONOUR, after taking time to consider the question, said—Mr. Lockett, on behalf of certain creditors, has applied for the substitution of Mr. Hunt as receiver in place of Mr. Bolland. Mr. Bolland was by the court, under the provisions of general rule 620, appointed receiver, since which he has entered into obligations which render it specially inexpedient to displace him. After his appointment the creditors nominated Mr. Hunt as receiver, and the court is asked to confirm the substitution under rule 262. As I cannot find, either in the statute or the rules, any power given to creditors to appoint a receiver where one has already been appointed by the court, I do not feel warranted in acting under that portion of rule 262 which speaks of a nominee for whose creation of legal existence no provision has been made.

*The application was accordingly refused.*

Lockett stated that the question raised was one of the utmost importance to Manchester accountants, and he should, with all respect to the court, advise an appeal, and he therefore wished the amount of deposit to be fixed.

Watson said £10 would be sufficient, the simple question being what was the proper construction of an ill-drawn rule.

Tuesday, Jan. 30.  
(Before Mr. Registrar BELLINGER.)  
*Re BARKER.*

*Proxies in blank.*

THIS was a first meeting.

*Etty* appeared for the principal creditors.

A proof of debt upon a judgment was tendered but refused admission, on the ground that the judgment was not produced. Objection was also taken by Mr. Etty to a proxy on the ground that the name of the proxy had been inserted subsequently to the creditor affixing his signature to the form. The objection was upheld, as the proxy could not produce the authority of the creditors to introduce his name. Debts amounting to £600 were proved, and Mr. Bolland chosen trustee, with a committee of inspection. With respect to the committee the learned registrar said that he observed two of the members were proxies for creditors jointly with another gentleman, and the latter only was present. A proxy, to be enabled to act as a committeeman, must be present to exercise his right to vote; but here the proposed committeemen were not present, their qualification to act as proxies being exercised by another gentleman who was named in the proxy. The names of the proposed committeemen were accordingly erased. A sitting for public examination was appointed for the 2nd of March, and Mr. Etty was retained as solicitor in the prosecution of the bankruptcy.

CHESTER COUNTY COURT.

Thursday, Jan. 25.

(Before HOBART LLOYD, Esq., Judge.)

BATE v. HUGHES AND ANOTHER.

*Claim for damages against a trustee in bankruptcy.*

Swetenham (instructed by Kelly and Keene, of Mold) appeared for the defendants.

Churton represented the plaintiff.

It was an action brought to recover the sum of £50, in respect of damages entailed upon the plaintiff in consequence of the defendants breaking in upon a certain close of land near the New-inn, Ewloe, and therefrom unlawfully removing certain hay and straw.

On the application of Mr. Swetenham, his Honour consented to amend the particulars subject to any postponement of the case that Mr. Churton might think necessary, after hearing the plaintiff.

Swetenham stated that a man named Edward Thornton, some twenty-four years ago, became tenant of a public house and outlet, and thirty-three acres of land, situate at Ewloe. The taking of the land and the public house and outlet were separate takings, as it would be proved that the rents of the public house and outlet were payable half yearly, on the 25th March and the 29th Sept., and the rent of the land on the 2nd Feb. and the 2nd Aug. As far as regarded the outlet and public house there was no agreement in writing, the tenancy being merely yearly, at £12 a year, whilst the land was held under an agreement entered into in 1875. Inasmuch, however, as that agreement was insufficiently stamped, he did not propose to put it in evidence, but should simply rely upon proof of the fact that the tenancy existed between Thornton and the late Mr. Edward Bate. In August last Thornton filed a petition for liquidation, and at the meeting of creditors the defendant Mr. Hughes, was appointed trustee. Mr. Hughes employed Messrs. Churton and Elphick, auctioneers, to sell the furniture on the 12th Sept. together with the hay in the croft adjoining the house and the growing crops and straw; but, on the morning of the sale, Mr. Bate, through Mr. Armour, his agent, gave notice to the auctioneer that he claimed the furniture, and that the hay and straw should not be sold to be consumed off the premises. The result was that the furniture was not sold at the sale, and the hay and crops were bought by the defendant, Henry Hughes, at a very low price. On the 13th Sept. the defendant received a disclaimer, signed by the trustee, and he (Swetenham) contended that the result of the disclaimer was, under the 20th section of the Bankruptcy Act to terminate the tenancy and prevent the persons who bought at the sale from removing the hay or the growing crops. The defendant sold the hay and the growing crops at a great profit, and the cause of action by the plaintiff was that the defendant had no right to cut the crops and to remove them, and he claimed the sum of £50 damages, inasmuch as he contended that the landlord, although having received the rent of the public-house up to the 29th Sept. from the trustee, and for the land up to the 2nd August, had nothing to fall back upon for his rent when the same became due. He strongly commented upon the conduct of the trustee in selling under such circumstances, and particularly to his own brother, and said he was sure his Honour would see that his client had suffered great injury.

He called in support of his statement Mr. John Armour, Mr. Bates' agent, Mr. Elphick, the auctioneer, Mr. John Miller, farm bailiff to the Right Hon. W. E. Gladstone, Thomas Davies, a tenant under the same gentleman, and the two defendants.

Churton said he was very much surprised at the turn the case had taken, and said it was quite clear that the action was entirely misconceived, and that this attempt to set up the trespass was only in consequence of the plaintiff not having the courage to put in the agreement and pay the penalty for its being insufficiently stamped. In the first instance he contended that there was no evidence whatever of the tenancy between Thornton and the late Mr. Bate, inasmuch as the evidence which the former had given as to the payment of the rent or by goods was mere hearsay, and the entries that he had made in his book were only written by him from statements made by another person, which was not evidence. He submitted that unless there was an agreement in writing between the parties as to the tenancy no verbal evidence was admissible either as to the tenancy or the terms of it.

His HONOUR said he should hold that it was not necessary that the parties to the agreement should prove that there was a tenancy, but if any evidence had been given as to the terms of it he should then have insisted that the agreement should have been produced.

Churton repudiated somewhat warmly the reflections which Mr. Swetenham had seen fit to cast upon the two Hugheses in regard to their connection with the transaction, and said that Mr. Hughes, who was a respectable grocer at Wrexham, had done all in his power, as trustee, to realise the estate for the benefit of the creditors, as illustrated by the fact that he had employed Messrs. Churton and Elphick to sell the property. When the sale was advertised no conditions whatever were attached to the disposal of the property, and a large company were present on the day of sale, and had it not been for the conduct of Mr. Bate, no doubt a considerable sum would have been realised for the benefit of the creditors, but the action of Mr. Bate had resulted in a most deplorable loss to the estate, inasmuch as, without having previously given any notice to himself as solicitor to the trustee, or to the auctioneer before the sale, but at the last moment, on the day of the sale, and at the place of sale, the notice was suddenly sprung upon the trustee, which resulted in the sale of the furniture being entirely postponed and conditions being attached to the

sale of the hay, straw, and crops, had the effect of only obtaining a small sum for them. The reflections which had been cast upon Mr. Henry Hughes as to the small sums that he had paid, and the benefit that he himself had derived from afterwards obtaining better prices, were entirely uncalled for, because in the presence of a large company he had bought the various articles by auction, he had been the highest bidder for them, and if they had been worth more on the sale subject to these conditions, of course other people would have given more for them; but in fact he bought to a certain extent, a "pig in a poke," without knowing what the result would be, and although it fortunately resulted in a profit to himself, it might have resulted in a loss. In an action for trespass the plaintiff was bound to show by what he had actual or constructive possession, in this case it was perfectly clear that the plaintiff neither had actual nor constructive possession of the premises at the time of the alleged trespass. In the first place there were two objections to the disclaimer, namely, that in the first place it was bad in law, because the leave of the court had not been obtained, pursuant to the 28th rule of the Bankruptcy Act 1871, prior to its being given. That rule, his Honour would observe, was very positive, and stated that the trustee shall not disclaim any property of a leasehold without having first obtained the leave of the court and without having given certain notice as mentioned in the rule. But there was another objection to the disclaimer, and that was that it did not include the estate from which the crops were taken, but only included the public-house and the outlet field; and that was proved conclusively by the order which was made by the court subsequently on the application of Mr. Bate, by which possession was ordered to be given to him of the public-house and outlet field only, and that at the present moment the land was actually in the possession of the trustee. But even supposing the disclaimer was good, it was quite clear the hay which was severed from the land before the petition for liquidation was filed was the property of the trustee, being the ordinary goods and chattels which he had a right to dispose of and therefore, there could be no ground of action whatever as to the hay. And with reference to the crops, it was equally clear that the action for trespass could not lie, because the effect of the disclaimer, even supposing it to be good, would result in terminating the lease under the 23rd section, and the position of the trustee would be that of a tenant holding over after the termination of tenancy; and in that case it was clear no action for trespass would lie against the defendant, although an action of ejectment might lie. Therefore, being outgoing tenant, he should have all the rights under the common law which outgoing tenants usually had, and one of these was the right of possession of the land upon which any growing crops were growing, that had been decided over and over again—that although the tenancy had expired, yet by the custom of the country, an outgoing tenant was entitled by law to the possession of the land upon which his crops were growing, and could actually himself maintain trespass against an incoming tenant or any other person from going upon such land. He contended, therefore, that Mr. William Hughes was entitled and was actually now in the possession of the land upon which the crops had been sold; and that in addition to that, it had been decided that where a lessee became bankrupt and his assignees refused to accept the lease, that they were entitled to the off-going crops on paying rent up to the time when possession was delivered up: (*Ex parte Mansel*, 2 Mad. 315.) Therefore, even supposing an outgoing tenant he was not entitled to the away-going crops, yet as trustee he clearly was so entitled, inasmuch as he had paid all the rent of the land upon which the crops were growing that was due at the time. With reference to the question of damages he submitted that the sum was ridiculous—that Mr. Bate had no right to derive a profit from the labour and expenditure of the debtor; it was clear the creditors alone ought to have the benefit of what he had spent and what he had there—and not for Mr. Bate to seek to obtain an advantage at the expense of the creditors of the debtor. It was also clear that Mr. Wm. Hughes was no party to the trespass whatever, inasmuch as he had no interest in the crops either one way or the other, and so far as he was concerned, therefore, there must be a verdict in his favour.

His HONOUR said that he should reserve his judgment till the next court.

DEATH OF MR. ERLE, Q.C.—The Right Hon. Peter Erle, Q.C., brother of Sir William Erle, formerly Chief Justice of the Common Pleas, died on the 28th Jan. Mr. Erle was called to the Bar on the 1st June, 1821, was appointed Chief Charity Commissioner for England and Wales and a Privy Councillor, 1872. He was 83 years of age.

## RESPONDENCE OF THE PROFESSION.

This Department of the LAW TIMES being open to discussion on all professional topics, the Editors do not themselves responsible for any opinions or statements made in it.

**SSION DUTY.**—In the case put by your correspondent, "A Subscriber," I do not think sion duty attaches at all, but legacy duty. before the Succession Duty Act was passed, tate directed by will to be sold was liable y, although the proceeds might have been d to be laid out in the purchase of other tate, and in such case the duty was to be d and paid in the same manner, in all ts as if it had been personal estate which en directed so to be laid out (see 36 Geo. 3, s. 19; and 48 Geo. 3, c. 149). The pur- need not inquire whether the legacy duty n paid, as such duty does not attach to the tate directed to be sold, but to the money, ceeds of the intended sale. The property d to be sold is considered in equity as sold, mmediately on the death testator, legacy comes payable. An absolute direction in to sell, although not acted on, lets in the duty: (*Attorney-General v. Holford*, 1 26).

T. C.

**ING FOR BANKRUPTCY BUSINESS.**—I have atly seen copies of circular letters published : valuable paper which had been sent by rs to creditors under bankruptcies or liqui- : touting for proofs and proxies. I inclose ovised by a client of mine, which excels ag heretofore published by you. The parties om the circular is sent are considered a respectable firm of solicitors in Newcastle- yne, and the debtors' solicitors referred to old firm of high standing in a neighbouring h.

A SUBSCRIBER.

Jan. 1877.  
Circular letter is of the ordinary charac- ough, perhaps, an improvement on many e have seen. We do not, therefore, publish e are sorry to say it has now become a n practice among solicitors who undertake d of work to send out circular letters to : creditors of a debtor, the object always to "carry the choice;" and though we rounounced such practice as objectionable : professional, we still hear it defended. at that a solicitor can do is to ask to be d to the creditor's solicitor, and, above all, asking to be appointed proxy. We notice lowing paragraph in the circular letter be- : "We take the liberty of writing to urge on the necessity of attending the meeting, appointing some independent gentleman roxy." In this particular passage there is g whatever objectionable, on the contrary. ms of proxy which sometimes accompany droulars have not, moreover, been sent in e before us. On the other hand, we under- that the debtors' solicitors similarly ad- l the creditors.—ED. SOLS. DEPT.]

**LIMITED JURISDICTION OF COUNTY s.**—It is said that an endeavour will be to relieve the pressure of business in the olis. Why not give concurrent jurisdic- : the County Courts with the Superior ? I believe it would very considerably re- se pressure. It may be said that such stien does exist by consent; but in prac- a found that once an action is commenced Superior Court it remains there as a mat- course. The practice of County Court ioners consists principally of convey- and they shrink from the responsibility ding; but if they could avail themselves of ple procedure of the County Courts, many on would be tried there that goes to the court. The County Courts are admitted : done their work well, there is, therefore, son why they should not have unlimited : at all events, the experiment is worth The public desire speedy and inexpen- : dice, which they would have under the ex- jurisdiction.

A. B.

## MOTIONS AND APPOINTMENTS.

Information intended for publication under we heading should reach us not later than Thurs- : day in each week, as publication is otherwise l.

ords of the Admiralty have appointed the : ss. Walters, Judge of the County Court of : ty of St. John, New Brunswick, to be : of the Vice-Admiralty Court of that pro-

INCENT H. STALLON, solicitor, of Sheer- : a been appointed Clerk to the Minister-in- : School Board.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### QUERIES.

**79. PARTY WALLS.**—One owner of a party wall desires to build upon and heighten the wall against the wish of the other owner. Can he do so? Cite cases and authorities.

ENQUIRER.

**80. UNREGISTERED SOCIETY.**—A charitable society is formed without any writing, and a prospectus issued, setting forth the names of the committee, secretary, and other officers, rules, &c. Can the society sue or be sued, and if so, in what manner would it gain any advantage from being registered?

K. N.

**81. ACKNOWLEDGMENT.**—E. S., when a spinster, lent a sum of money upon mortgage of freehold property, and afterwards married. They have called in the money. The legal estate being in the wife, can the mortgage be transferred without an acknowledgment? See Lord Westbury's judgment in *Taylor v. Meads* (5 Mar. Rep. 348; 34 L. J. N. S. Ch. 238; 4 De Gex J. & S. 467).

J. R.

**82. CONVEYANCING.**—A., an adult, and B., a minor, are joint tenants in tail in remainder. A., with the consent of the protector, executes a disentailing assurance. Before enrolment B. dies. (1) Does the fact of execution sever the joint tenancy, and cause B.'s moiety to revert to the donor's estate? (2) What would be the effect of A. allowing six months to elapse without enrolment after execution? Would the disentailing assurance be void ab initio, and so cause A., as survivor, to take the whole estate tail?

F. D. T.

**83. DOWER.**—A. was married after 1834 and died in 1873 intestate, insolvent, possessed of real estate, and leaving a widow and an infant heir. In a suit for the administration of the intestate's estate it becomes necessary to sell the real estate to pay debts. The purchaser requires the concurrence of the widow in the conveyance, on the grounds that her right to dower is prior to the right of the creditors to be paid out of the real estate. The conveyance to A. contains no declaration to bar dower, nor is it barred in any other way. Is the purchaser's view correct? See 3 & 4 Will. 4, c. 105, s. 5; *Spyer v. Wyatt* (20 Beav. 621; 25 L. T. Rep. N. S. 30; 1 Dart's Vendors and Purchasers, 5th edit., 622).

VADUUM.

**84. COMPANY LAW.**—Does an agreement entered into between a private individual and a company, and sealed with the seal of the company, require a sixpenny stamp, or does it require a ten shilling stamp from the fact of its being under seal, say, any ordinary agreement which, if between two private individuals, would only require a sixpenny stamp?

M. M. W.

**85. STAMPS.**—A mortgage of freeholds and copyholds, say to secure a £1000, should not the *ad valorem* stamp (£1 5s.) be on the mortgage deed, and the surrender stamped with a 10s. stamp? Or does the surrender also require the same stamp, 25s., or is the surrender stamped 5s. (viz., 6d. per £100 as an additional security)?

M. M. W.

**86. LAW OF HUSBAND AND WIFE.**—I have never been able to get at the rights of husband and wife in the following case: perhaps some of your correspondents can tell me where to look for a correct exposition, or will answer in these columns: Real property is devised to a married woman, but not to her separate use; on her decease, does it descend to her child subject to her husband's curtesy? Can she make a will devising it, and so deprive the husband of his curtesy? If she die without issue, and her husband survive her, what right has he in the land? If she survive him, I presume that any attempted disposition by his will would be void.

SCOT.

**87. COPYHOLDS.**—(1) Where copyholds are mortgaged together with freehold property and the *ad valorem* duty is impressed on the mortgage deed, which contains a covenant to surrender, what is the proper duty chargeable on the surrender of the copyholds? Sect. 110 of the Stamp Act 1870, is hardly clear on the point. (2) On such mortgage being redeemed, the re-conveyance of the freeholds bearing *ad valorem* duty, is the warrant to the steward to vacate the surrender of the copyholds chargeable with any and what duty? In practice it is often contended that no duty is chargeable on the warrant.

ARTICLED CLERK.

**88. LEGACY—COSTS.**—On paying over a legacy, can an executor deduct, in addition to the duty thereon, his solicitor's costs in respect of the preparation and passing the Inland Revenue receipt and discharging the duty at Somerset House? Will any readers oblige by reference to text books or cases?

STUDENT.

**89. COSTS OF A SOLICITOR SUEING IN PERSON.**—A., being a solicitor, sues B. in the County Court for costs due to him and obtains judgment, but on entering up judgment and taxing the costs, the registrar disallows all the items of the bill, with the exception of the court fees out of pocket, on the ground that a solicitor suing in person is not entitled to any, even the ordinary, costs. I should be glad if any of your readers can inform me whether the registrar was right, and if this is the usual course in other courts.

A.

### ANSWERS.

(Q. 70.) **VENDORS AND PURCHASERS.**—Unless time is expressly stated to be of the essence of the contract, the Court of Equity will decree specific performance of the contract, although the day fixed for completion has passed; see 36 and 37 Vict., c. 68, sect. 25, sub-sect. 7. If the purchaser has been guilty of gross or wilful neglect, the Court of Equity will allow the contract to be avoided, *Dart's V. & P.*, 5th Ed., 421 and 422. Equity regards the spirit of the transaction, and not the letter

of the law. The usual practice is that the purchaser shall receive the rents of the estate, and pay interest on the purchase money from the day fixed for completion.

C. H. S.

(Q. 75.) **MORTGAGE.**—The question does not state whether or not the will of A. contained any general devise of real estate. If it does the legal estate in the mortgage property might devolve on the devise, who could transfer to B. A.'s executors could, under 23 & 24 Vict. c. 145, appoint a new trustee, but they could not, under that Act, vest in him the legal estate in the mortgaged property, so that he might transfer it to B. But it seems that by virtue of the Vendors' and Purchasers' Act 1874, ss. 4 and 5 (37 & 38 Vict. c. 78), the executors of A. can transfer the mortgage and vest the legal estate in the transferee.

VADUUM.

## LEGAL NEWS.

**THE LAW'S DELAY.**—An "Old Practitioner" writes to the *Times*:—"The complaints made by your correspondents Messrs. Ellis and Co., with regard to the ruin and loss brought upon litigants by the law's delay, can be repeated with even new illustrations by every honest practitioner throughout the country. The evil is most crying. The remedy for it does not consist in codification, as the Lord Chief Justice vainly suggests, or in any other sweeping measure of law reform. Our Common Law Procedure Acts and our Judicature Acts—monuments of the enlightened jurisprudence of our time—have already done as much for the change of our law and practice as is necessary for many years. If the provisions of these Acts were successfully carried out by the Bench and the Bar, litigants would have no cause of complaint. In law we want "men and not measures" at present. This is the opinion of the majority of practitioners, and if we dared speak out in all truth in Parliament and elsewhere, without regard to our personal prejudices and our respect for the judges, we would say that in our opinion the evils complained of would be best cured by the following means: 1. The appointment of three more Common Law Judges and of two more Vice-Chancellors. 2. The selection for the Bench of younger men, in the prime of life, with their energies and interest in work unabated. An eminent Queen's Counsel is reported recently to have said that there were now no men at the Bar fit to be raised to the Bench! On the contrary, most lawyers would say that never in our history were there more able and accomplished men more honourable and more worthy of the position of judges than those who now throng the courts of Lincoln's-inn and Westminster Hall. I could venture to nominate 100 Chancery barristers and 100 Common Law barristers, all of whom would make excellent judges. Why always look round for aged men, who seek repose and not work? Lord Cowper was Lord Chancellor when he was forty, and Queen Anne, seeing how young he looked, 'wearing his own hair, obliged him to cut it off, telling him the world would say she had given the seals to a boy.' And although he was not gifted with extraordinary genius, by his devotion to work and energy he added new lustre to the high office which he held. Much would be gained to the country if younger men were raised to the Bench. 3. The localization of the trial of issues of fact. London agents have availed themselves of certain provisions of the Judicature Acts to bring all causes to London. The result is that the courts are blocked. The local venue ought to be insisted upon unless there are strong reasons for a trial elsewhere. The whole principle of our common law upon the point is entirely ignored by our judges and masters, and by solicitors, much to the detriment of suitors and of jurors in London and Middlesex, who are now becoming judges of fact for the whole country. 4. The utilisation for the purpose of the trials of fact of local courts. Power ought to be given to judges and masters to remit to the County Court for trial all actions in which the sum sought to be recovered does not exceed £200. The record for final judgments and for motions could be kept in the High Court of Justice. The Merchant Shipping Act of last session affords another valuable suggestion. The courts of recorders—and I mean those only who are appointed by the Queen's sign manual under the Municipal Corporations Act—are presided over by men of experience and position. I think it would be well if judges and masters had the power to send issues of fact for trial to them. 5. The referring of causes that ought to be referred early, and before they are set down for trial. With reference to this, I have to make a serious charge against solicitors. There are certain cases that we who are in practice know not to be triable by judge and jury. Take a builder's bill for example. It never can be tried. Counsel on one side says he disputes every item, and then the briefs are tied up. It is disgraceful to think how many of such cases are entered for trial. Counsel are briefed in them with enormous fees, the lists are crowded with them, and all for no possible object except that of bringing fees to the



professional men engaged. The power of a judge at chambers to order such cases to be referred compulsorily is now complete by the Judicature Acts. Why, then, in all honesty, do not solicitors early take out summonses to refer, and thus save the Profession from a lasting disgrace? 6. The payment of the official referees by the State, and the increase of their numbers. Great expectations were raised by the appointment of these officers, and these have been most bitterly disappointed. An order of the judges came out to the effect that parties are still to pay them out of their own pockets. The result is that they have been avoided. For the work that is really to be done by referees we certainly require that their number should be doubled at least. If these suggestions were adopted and faithfully carried out, our law system, such as it now is, would be equal with the times. We are passing into new stages of our professional history, and the sooner we of the Bar and the judges and the Bench recognise this fact the better will it be for ourselves and the country. Things are very bad now, and, that being so, it is useless for us to talk of our culture and learning. If culture and learning will not do the work well which the country requires, then the country must get something else to do it; and the energy of the solicitors clamouring outside must come in to have their trial. All my prejudices are with the traditions of the Bar and the high honour of the Bench. I trust we may all awaken to the new claims made upon us by the country before it is too late."

A SOLICITOR writes: "With reference to the terrible cost and inconvenience which the delay and waste of judicial strength in the Folkestone case entails on litigants, let me quote an instance. I have a case waiting for hearing in the Admiralty Division. A large and valuable ship, with a full cargo and crew on board, all ready for sea, is being necessarily detained until the trial. The witnesses who are in her cannot be kept on shore without great loss and inconvenience, and some risk to the ship, and they cannot be examined before the trial without risk of losing the case. The Judge of the Admiralty Division is one of the judges engaged in hearing the Folkestone case. The consequence is that 'no human being can tell' when the ship in question will be able to sail. I have no doubt that there are many other litigants to whom this block of judicial business causes still more loss and inconvenience than it does to my clients. The real work of litigation is neglected, while this trumpety question of candles, vestments, and attitudes, about which no sane man ought to care one pinch of snuff, is being solemnly argued before a Bench of judges strong enough to decide on the most vital question which could come before a Court of Law."

THE Irish Government, it is said in Dublin, are likely to make the Civil Bill Courts Bill their chief article of legal reform during the coming session, and to postpone for another year any more serious changes in the administration of the law.

MESSRS STRAKER AND SONS, of Fenchurch-street, send us a prospectus of the *fac-simile* printing process (Byford's patent), in which it states by the novel invention *fac-simile* copies of documents, plans, &c., written with the patent ink, are printed in a few minutes on any description of paper with the aid of the ordinary copying press, the original writing remaining uninjured, and that it is suited to the requirements of solicitors and others who want duplicate copies of documents.

The judges in the Exchequer Division have decided in favour of the Crown upon the question of the liability of the estate of Madame Gasquet to pay legacy duty. She was a native of France, but had resided in London nearly forty years, with only one short break in 1853, when she visited her native country. Her estate was worth £8000. The judges decided that the testatrix was domiciled in England, and that legacy duty must be paid.

A VERSATILE MAGISTRATE.—At the Guildford County Bench, Lord Middleton in the chair, a man named James Williams was brought up on a charge of soliciting alms by the presentation of a petition couched in the most plaintive terms of charitable appeal. The superintendent of police said he had reason to believe that the prisoner was simulating to be deaf and dumb. The noble chairman said he was acquainted with the deaf and dumb alphabet, a knowledge he had acquired for judicial purposes, and he would test the prisoner. He then put the question to the prisoner by means of the digital alphabet, "What have you to say to the Bench?" The prisoner immediately responded on his fingers, "Nothing, but that I wish to be released, as I have committed no offence in law." The chairman replied, "Your petition is well written, and as it has not been shown that it is otherwise than a statement of facts, you are discharged." The prisoner, with digital emphasis, said, "You are the first magistrate I ever converse with a dumb man, and that I owe my

discharge. I shall ever remember you with gratitude." The translation of the prisoner's answers by the chairman caused great laughter in court.

We stated last week that Mr. Macnamara, one of the railway commissioners, had resigned and withdrawn his resignation. This was incorrect. Mr. Macnamara never resigned.

THERE being only ten judges to do the work of the Spring Assizes in Ireland, the circuits have been so arranged that the home business is to be attended to by the Lord Chief Justice of the Common Pleas exclusively. The Connaught circuit is to be taken by Mr. Baron Deasy, without assistance.

THE GREAT TURF SWINDLE.—On Tuesday, in the Court of Session, Edinburgh, before Lord Curriehill, a case was decided in which the Clydesdale Banking Company wished to have it declared that they were only liable in once and single payment of any sum in their possession belonging to the defenders Yonge and others and Madame De Goncourt. The Banking Company were found successful in respect that there was no opposition, and were also found entitled to the expense of raising the action, as well as the expenses incurred in the English Bankruptcy Court.

## LAW SOCIETIES.

### THE SOLICITORS' BENEVOLENT ASSOCIATION.

THE Hon. Mr. Justice Field will preside at the ensuing annual festival of this association, which is fixed to take place on Wednesday, 6th June next, at the Albion Tavern. The learned judge having for some years practised as a solicitor in the city of London, we trust that this fact alone will operate as an inducement to solicitors to be present on the occasion, to support his Lordship in the chair.

### LAW ASSOCIATION.

THE usual monthly meeting of the directors was held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 1st inst., the following being present, viz., Mr. Deaborough (chairman), and Messrs. Carpenter, Collinson, Cronin, Kelly, Parkin, Sawtell, Sidney Smith, Styan, Tyles, and Boodle (secretary). Five non-members' cases were considered, but not any grants were made, the further consideration of the same being postponed till the April meeting. Two new members were elected, and the ordinary general business was transacted.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

### R. SMART, ESQ.

THE late Robert Smart, Esq., solicitor, of Sunderland, who died on the 13th inst., at his residence in that town, in the eighty-ninth year of his age, was, until his retirement from the active duties of his profession a few years since, the eldest practising attorney in the county of Durham. Born in the year 1787, he was articled to Mr. Thomas Collin, of Sunderland, and was admitted an attorney and notary in Michaelmas 1810. He was a perpetual commissioner, a commissioner to administer oaths and for taking affidavits, and also held the conjoint office of clerk and treasurer to the Wearmouth Bridge Commissioners. The passing of the Borough of Sunderland Act 1851, extinguished one of the sole appointments which Mr. Smart then held, and thenceforward he may be said to have disappeared from public life. Mr. Smart married the eldest daughter of the late Rev. George Stephenson, rector of Redmarshall, county Durham, by whom he has left one son, Mr. Collin Smart, a solicitor, and also a daughter.

## THE COURTS AND COURT PAPERS.

### COMMON PLEAS DIVISION.

(Before Lord COLERIDGE and GROVE, J.)

Tuesday, Jan. 30.

### BUSINESS OF THE COURT.

THE Lord Chief Justice announced that Sittings in Bane will be held on Tuesday, the 6th; Wednesday, the 7th; Friday, the 9th; and Saturday, the 10th of February, for the purpose of disposing of appeals from Inferior Courts. A Divisional Court will sit every Monday and Thursday to hear motions, commencing on Monday, the 5th of February.

### COMMON PLEAS DIVISION.

THE following orders with respect to business of this Division have been issued: "1. It is ordered that motions under the 6th section of 36 & 38 Vict. c. 50, shall be made in the Queen's Bench, Common Pleas, or Exchequer Divisions only upon the days appointed by these Divisions for hearing appeals from Inferior Courts, and no such motion shall be made by way of appeal from any County Court unless a copy of the judge's note, signed by the judge, shall have been handed to the proper officer in court, unless otherwise ordered. 2. It is ordered that the party entering a special case under Order LVIII, rule 19, at the Crown Office of the Queen's Bench Division shall, four clear days before the day appointed for argument, deliver two copies of the case to the Judges of the Divisional Court to which such case has been assigned for argument at the Judges' Chambers, in Rolls'-garden, Chancery-lane, such copies to be marked 'For the use of the Judges in the Queen's Bench (Common Pleas or Exchequer) Division,' and not with the name of any particular judge, and to be divided into paragraphs and numbered as in the special case. Such copies are to be forthwith forwarded to the proper Divisions at Westminster."

### THE SPRING CIRCUITS OF THE JUDGES.

#### WESTERN.

(Before COCKBURN, C.J. and HAWKINS, J.)  
Winchester, Feb. 14  
Dorchester, Feb. 21  
Exeter, Feb. 25  
Bodmin, March 5  
Taunton, March 10  
Devizes, March 17  
Bristol, March 19

#### NORTH EASTERN.

(Before COLERIDGE, C.J. and LOPES, J.)  
Newcastle, Feb. 14  
Durham, Feb. 21  
York, Feb. 25  
Leeds, March 6

#### MIDLAND.

(Before SIR E. P. AMPLETT and the Hon. Mr. Justice DENHAM.)

Aylesbury, Feb. 15  
Bedford, Feb. 19  
Northampton, Feb. 27  
Leicester, Feb. 29  
Oakham, March 2  
Lincoln, March 8  
Nottingham, March 9  
Derby, March 15  
Warwick, March 20

#### SOUTH-EASTERN.

(Before SIR GEORGE BRANWELL and SIR BALIOL BENTLEY.)  
Maidstone, Feb. 19  
Lewes, Feb. 26  
Hertford, March 5  
Chelmsford, March 7  
Huntingdon, March 15  
Cambridge, March 15  
Ipswich, March 19  
Norwich, March 21

#### OXFORD.

(Before POLLOCK, B. and LINDLEY, J.)  
Reading, Feb. 16  
Oxford, Feb. 23  
Worcester, Feb. 26  
Stafford, March 2  
Shrewsbury, March 9  
Hereford, March 14  
Monmouth, March 17  
Gloucester, March 22

#### NORTHERN.

(Before HUDDLESTONE, B. and MANISTY, J.)  
Carlisle, Feb. 17  
Appleby, Feb. 21  
Lancaster, Feb. 22  
Manchester, Feb. 27  
Liverpool, March 11

#### NORTH WALES.

(Before LUSH, J.)  
Walspool, Feb. 19  
Dolgelly, Feb. 23  
Carnarvon, Feb. 24  
Beaumaris, Feb. 28  
Ruthin, March 8  
Mold, March 7  
Chester, March 10  
Cardiff, March 19

#### SOUTH WALES.

(Before MELLOR, J.)  
Haverfordwest, Feb. 19  
Cardigan, Feb. 22  
Carmarthen, Feb. 23  
Brecon, March 2  
Presteigne, March 7  
Chester, March 10  
Cardiff, March 19

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

rota of Registrars in Attendance.

		Court of Appeal.	Master of the Rolls.
Saturday . Feb. 3	.....	Merivale	Milne
Monday . Feb. 5	.....	King	Holdship
Tuesday . Feb. 6	.....	Milne	Tensdale
Wednesday . Feb. 7	.....	Farrer	Holdship
Thursday . Feb. 8	.....	Milne	Tensdale
Friday . Feb. 9	.....	King	Tensdale
Saturday . Feb. 10	.....	Farrer	Holdship

		V.C. Malins.	V.C. Bowen.
Saturday . Feb. 3	.....	Holdship	Cloves
Monday . Feb. 5	.....	Ward	Latham
Tuesday . Feb. 6	.....	Pemberton	Merivale
Wednesday . Feb. 7	.....	Ward	Latham
Thursday . Feb. 8	.....	Pemberton	Merivale
Friday . Feb. 9	.....	Ward	Latham
Saturday . Feb. 10	.....	Pemberton	Merivale

		V.C. Hall.	Certificates of Sale and Transfer.
Saturday . Feb. 3	.....	Ward	Farrer
Monday . Feb. 5	.....	Cloves	Leach
Tuesday . Feb. 6	.....	Leach	Ward
Wednesday . Feb. 7	.....	Cloves	Milne
Thursday . Feb. 8	.....	Leach	Latham
Friday . Feb. 9	.....	Cloves	Pemberton
Saturday . Feb. 10	.....	Leach	Tensdale

The Easter Vacation will commence on March 3, and terminate on April 3, both days inclusive.



## HIGH COURT OF JUSTICE.

LONDON.—HILARY SITTING, 1877.

*Following lists contain the names of all the cases entered in the Common Law Divisions, which notice of trial has been given, up to recent time, and which stand for disposal at hall, in the city of London. In the official list cases appear in the order in which they stand down, whether for trial before Special or Common Juries. It occurs to us as more consistent to the profession that Special Jury cases be published in a separate list.*

## SPECIAL JURY CASES.

and others v. Arahall and another  
salle, Schiller, and another  
and others v. The Mail Steam Packet Co.  
v. Hedley  
v. The Imperial Bank  
v. The Midland Railway Co.  
rd v. London and Western Railway Co.  
others v. Dorford  
other  
all and another v. J. Wall Dock Co.  
v. Tennant  
son v. Rogers  
v. The Metropolitan Railway Co.  
n and wife v. The Metropolitan  
rays Company  
v. Lang  
Bacon  
Waller  
ent Tunneling and Machine Com-  
(Limited) v. The Coal and Iron  
ny (Limited)  
and others v. Hyde  
and others v. Chad-

Thorne and Co.  
on Steam Ship  
s Company, of  
v. Thompson and  
ma and others v.  
Iron Steam Ship  
s Co., of London  
an and another v.  
ell  
v. The Imperial  
s Insurance Com-  
(Limited)  
v. The Thames and  
y Marine Insur-  
company (Limited)  
v. The Merchant's  
s Insurance Com-  
(Limited)  
v. The Maritime  
ne Co. (Limited)  
v. The British  
n Marine Insur-  
company  
v. Bergbom and  
r  
Fraser, and Com-  
r. Hooper's Tele-  
Works (Limited)  
and another v.  
ams and another  
Wilson, and Co. v.  
ome and Colonial  
ne Co. (Limited)  
ind Company v.  
n and South-  
rn Railway Co.  
v. Oliver  
v. The Queen  
l v. South Devon  
ag Company  
v. London and St.  
rine Docks Co.  
s and Cleland Coal  
s Co. v. Huntley  
The Mayor, &c., of  
Wilson, and Com-  
r. The Archangel  
s Assurance Com-  
(Limited)  
Wilson, and Com-  
r. Reles  
others v. Manners  
Patent Ice Com-  
(Limited) v. Lovi-  
nd others  
rd v. London and  
harine's Docks Co.  
r. Holloway Bros.  
r. North Metropo-  
zeways Co.  
r. v. Staopole  
r. Campbell  
stered Mercantile  
of India, London,  
dms v. The Navi-  
India Steam Ship  
Company (Lim.)  
and others v. S.  
and Sons  
v. Blyth and

Reg. v. Tillicote  
Cutliffe and another v.  
Maitland  
Lacey v. Midland Railway  
Company  
Val de Travers Asphalte  
Paving Company (Lim-  
ited) v. Honey

## COMMON JURY CASES.

Abrahams v. Lilly and  
others  
Peterson v. Guild and Co.  
Varley, Trading, &c., v.  
Thorpe  
National Discount Com-  
pany of Ireland (Limited)  
v. Tallerman  
Scrutton v. Childs  
Hart v. Edwards  
Baker and another v. City  
and County Bank (Lim.)  
Foote v. Parker  
Robson v. Syers  
Hutley v. Harvey  
Coudery v. Jeans and  
another  
Grant v. Poole  
McCrae v. Gwynne  
Cawley v. Hayward  
Leather, Matthews, and  
Co. v. Siebe, West, and  
Company  
Breslau v. Quin and Com-  
pany (Limited)  
Job v. Nicholson  
Solly v. Thompson and  
another  
Jacobson v. Bogle and wife  
Dever, Trustees, &c., v.  
Hunter  
Hallyer v. Poingdestre and  
another  
Jones and others v. Dow-  
ling  
Jacoby and others v. Op-  
penheimer and another  
Waddle v. The Co-operative  
Mining Society  
(Limited)  
Tuck v. Simpson, Payne,  
and Company  
Dobson v. Morgan and  
another  
Scott v. Warrington  
Barbidge v. Dodwell  
The North Kent Bank  
(Limited) v. Pook  
Friele and another v. Hughes  
Wells v. Cator  
Brokenshire v. The Upton  
Hematite Iron Ore Co.  
(Limited)  
Trotter v. Bull and Co.  
Potter and another v.  
Horsey and Co.  
Mertens v. Dyson  
Bromley v. Marioni  
South-Eastern Railway Co.  
v. Game  
The London General Cab  
Company (Limited) v.  
Donisthorpe  
Marshall v. Crowley Bros.  
Mennie v. Gardner  
The German American  
Bank v. Grant  
Dierden v. Nelson  
Sobernheim and another v.  
Mansfield and Company  
Sutton v. Turner  
Wolff v. Kriens  
Fovel v. Para Gas Com-  
pany (Limited)  
Macfarlane v. Davies  
Barber v. Smith  
Cooks v. Walker  
Earl v. Lamb and another  
Low v. Blore  
Hays v. Cabell  
Lewis and Watson v.  
Brown  
Hyatt and others v. The  
General Steam Naviga-  
tion Company  
Rudkin v. Hopcraft  
Blacklin and wife v.  
Wickert  
Hughes and wife v. Oliver  
Joyce v. Snelling

McKee and another v.  
Grant  
Barnes v. Allmand  
Barber and others v.  
Nurses, Kassowjee, and  
Company  
Pettit v. Leatham  
Bennett v. Banyard

De Grand Railway v. Bar-  
ton and another  
Havenith v. Burton and  
another  
Shepherd v. Lord Court-  
ney  
Baum v. Brandon  
The Positive Government  
Security Life Assurance  
Co. (Limited) v. Farnell  
Morris v. Eskell  
Beutnick v. Allbutt  
Keighley v. Shirreff  
Gething v. Shirreff  
Wood v. Smith, Trad-  
ing, &c.  
Graham v. Van Weerden  
Walker v. The Ennis and  
West Clare Railway Co.  
Paul and another v. Jupe  
Ellis v. Garbutt  
Hunter v. Halle  
Silberberg v. Montelli  
Hall and another v. Billett  
Rowney v. Forbes  
Sheffield and others v. Hay-  
wood  
Breckels v. Morewood  
Neustetal v. Hillel  
Neustetal v. Neumann  
Sawbridge and another v.  
Motion  
Hall v. Bywater and others  
Gandee v. Ellis  
McLaren v. The Agricultu-  
ral Auction and Agency  
Co. (Limited)  
St. Stephens v. The Teco-  
ma Silver Mining Co.  
(Limited)  
Shearer v. Samuels  
Beard v. Beard  
Neave and others v. The  
Mayor, &c., of Wisbech  
Killean v. Dumont  
The Great Eastern Railway  
Company v. Mitchell  
Neville v. Smith and others  
Bastian v. Webb  
Grose v. Neuberger  
Pontifex and another v.  
Hunt  
Spalding and others v.  
Thomson  
Boss v. Emanuel  
The Stamford, Spalding,  
and Boston Banking Co.  
v. The Carbon Fertiliser  
Company (Limited)  
Lambert v. Beller  
Salmen v. Garrett  
Hunter v. Raymond  
Hinton and White, Trad-  
ing, &c., v. Wotton  
Mackay and another v.  
Holliday  
Wenney v. Hibbert  
Drue v. Dear  
Lacey v. Rawlins  
Taylor v. Shrubbs  
Swaffer v. Hall  
Baker and others v. Jones  
Hortall v. Wright  
Hutton v. Evans  
The Yorkshire Banking  
Company v. Jones  
Andrew v. The Calase  
Generale Fire Insurance  
Company  
Blake v. Chappell  
Megy, Trustees, &c. v.  
Imperial Discount Com-  
pany (Limited)  
Dowling v. Kearn  
Jones v. Macfarlane and  
others  
Holmes v. Coleman  
Hartman v. Shrimpton  
De Chastelain v. Strick-  
land.

## THE GAZETTES.

## Bankrupts.

Gazette, Jan. 26.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.

BADKIN, JAMES, ivory turner, Tyssen-st., Bethnal-green, and  
Bedford-rd., Tottenham. Pet. Jan. 24. Reg. Spring-Rice. Sols.  
Nicol, Lime-st. Sur. Feb. 13  
BURNBY, MARY, Montpelier-st., Brompton. Pet. Jan. 22.  
Reg. Brougham. Sols. Goren. Sol. Moulton-st. Sur. Feb. 6.  
VIVIAN, HON. C. HUSSEY, Onslow-sq., Brompton. Pet. Jan. 22.  
Reg. Brougham. Sur. Feb. 6. Sols. Sydney and Son, Finsbury.  
circus  
To surrender in the Country.  
HAWES, JOHN, machinist, Spalding. Pet. Jan. 20. Reg. Gaches  
Sur. Feb. 10  
HUGHES, WILLIAM JAMES, builder, Horton, par. Wellington.  
Pet. Jan. 24. Reg. Potts. Sur. Feb. 7  
LOWE, PETER, paper maker, South, Over Darwen. Pet. Jan. 22.  
Dep-Reg. Bulton. Sur. Feb. 8  
PADGETT, JOHN, woollen manufacturer, Leeds, and Guiseley.  
Pet. Jan. 23. Reg. Marshall. Sur. Feb. 14  
THOMPSON, COSMO BRICE PEARCE, gentleman, Chichester. Pet.  
Jan. 23. Reg. Evershed. Sur. Feb. 14

TROTTER, WILLIAM (trading as Crawford and Smith), ladies'  
outfitter, Liverpool. Pet. Jan. 23. Reg. Ballinger. Sur.  
Feb. 7  
TUCKER, JOSEPH, farmer, Kimhurst farm, par. Brenchley. Pet.  
Jan. 21. Reg. Crippa. Sur. Feb. 7  
WELBY, PHILIP, jun., coal merchant, Birmingham. Pet. Jan.  
23. Reg. Cole. Sur. Feb. 1  
WILLCOX, GEORGE, publican, Bristol. Pet. Jan. 24. Reg. Harley.  
Sur. Feb. 7

Gazette, Jan. 30.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.

CROWHURST, JOHN, carpenter, Cambridge-st., Victoria-rd.,  
Peckham, and Railway-arch, Blenheim-grove, Peckham. Pet.  
Jan. 25. Reg. Peppas. Sur. Feb. 14  
FITCHET, ROBERT SHAW, public accountant, Gresham-st.  
Pet. Jan. 25. Reg. Peppas. Sur. Feb. 14  
STONE, F. W., Kensington-road. Pet. Jan. 25. Reg. Keene. Sur.  
Feb. 13

To surrender in the Country.

BEVILL, CHARLES, gentleman, Brighton. Pet. Jan. 24. Reg. Ever-  
shed. Sur. Feb. 14  
BREWER, RICHARD, miller, Mellen-croft, par. Colan. Pet. Jan.  
27. Reg. Chilcott. Sur. Feb. 19  
FORBACON, FREDERICK, and PHILLIPS, ALFRED CHARLES,  
ship chandlers, Newport. Pet. Jan. 24. Reg. Davis. Sur. Feb. 12  
HEARD, JOHN ROBERT, stockbroker, Sheffield. Pet. Jan. 23.  
Reg. Wake. Sur. Feb. 16  
JENNINGS, JESSE, butcher, Canterbury. Pet. Jan. 27. Reg.  
Forley. Sur. Feb. 16  
LAMB, FREDERICK, tool manufacturer's manager, Liverpool. Pet.  
Jan. 25. Reg. Wake. Sur. Feb. 16  
LEWIS, ARTHUR, auctioneer's assistant, Liverpool. Pet. Jan. 25.  
Reg. Watson. Sur. Feb. 12  
MARGRIE, FREDERICK, grocer, Malden Newton. Pet. Jan. 27.  
Reg. Symonds. Sur. Feb. 13  
RANDALL, GEORGE, haulier, Starvehall Farm, par. Prestbury  
Pet. Jan. 24. Reg. Gale. Sur. Feb. 14  
SHIRTCLIFFE, JOHN, jun., pearl outlier and dealer, Sheffield. Pet.  
Jan. 25. Reg. Wake. Sur. Feb. 16  
WIGGLESWORTH, WILLIAM JOHN, builder, Ratby. Pet. Jan. 25.  
Reg. Ingram. Sur. Feb. 13

## Bankruptcies Annulled.

Gazette, Jan. 26.

DAY, JOHN, veterinary surgeon, Kestrop, near Basingstoke.  
Dec. 4, 1875  
DUFFUS, AUGUST, silk merchant, Monkwell-street. July 1  
1875

## Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &amp;c., are given, to whom apply for the Dividends.

Burgess, J. T., hardwareman, fifth, old, Paget, Lincoln's-inn-  
fields. — Cockerill, E. C. clerk in the Admiralty, fifth, 1a, 2d,  
— Paget, Lincoln's-inn-fields. — Gifford, T. A. clerk in Customs,  
fourth, 2a, 1st, and 2nd, to new prod. — Paget, Lincoln's-inn-  
fields. — Snow, P. T. lieutenant-col., in H.M.'s Indian army, fourth,  
2a, 1d, Paget, Lincoln's-inn-fields.  
Bellairs, J. potato merchant, first, 2a. At office of Whites,  
Renard, and Co., 10, Trinity-ls., Queen Victoria-st. — Cockerill,  
T. A. painter and decorator, first and final, 3a, 2d. At Trust,  
T. Chirgwin, 26, River-st., Truro. — Cook, A. C. gentleman, first,  
2a. At Sol. H. Irvine, Staple-inn, Holborn. — Drayton, E. and W.,  
nut and bolt makers, first, 1a, 14d. At Trust, J. S. Blease,  
25, Cattle-st., Liverpool. — Eyrre, T. farmer, first and final,  
1a, 6d. At Trust, J. Newman, 13, Finsbury, Reading. — Ford, J.  
ironmonger, div. 1a, 1d. At Trust, F. Hockaday, 2, Sum-  
merland-pl., Barnstable. — Hale, D. corn and provision merchant,  
div. 5d. At Trust, A. Smith, 1, St. John's-sq., Cardiff. —  
Locken, J. railway wagon manufacturer, first and final, 2a, 5d.  
At offices of Sutton and Harding, accountants, Manchester. —  
McIntosh, J. grocer, div. 1a, 3d. At Messrs. Joel's office, 1, New-  
gate-st., Newcastle. — Maston, J. Wolverhampton, div. 1a, 6d. At  
Trust, B. Smith, 19, Darlington-st., Wolverhampton. — Nayler, H. T.  
merchant, second and final of 5 10ths of a penny. At Trust,  
A. W. Chalmers, 5, Fenwick-st., Liverpool. — Peily, A. merchant,  
third, 1a. At Trust, J. Young, 16, Tokenhouse-yd. — Pittman, S.  
box manufacturer, first and final, 1a, 3d. At Trust, B. W. Chan-  
dler, 15, King st., Chapside. — Thompson, G. grocer, first and final  
5a, 5d. At offices of Izard and Betts, 46, Eastcheap.

## Orders of Discharge.

BANKRUPT'S ESTATES.

Gazette, Jan. 23.

HUMPHRIES, DONLEY THOMAS, out of business, Stanforth-house  
Upper Norwood  
KORLER, WILLIAM, watch manufacturer, Southwark Bridge-rd  
ROBERTS, RICHARD, grocer, Carnarvon

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 26.

ABBEY, JOHN, worsted spinner, Bradford. Pet. Jan. 23. Feb. 7  
at eleven, at offices of Sol. Peet and Gaunt, Bradford  
ALLEN, WILLIAM, clothier, Liverpool. Pet. Jan. 22. Feb. 8, at  
three, at office of Sol. Quinn, Liverpool  
ALLEN, THOMAS, monumental mason, Blackburn. Pet. Jan. 24.  
Feb. 9, at eleven, at office of Sol. Darley, Blackburn  
ANDERSON, WILLIAM, grocer, Willenhall. Pet. Jan. 23. Feb. 7,  
at eleven, at office of Sol. Baker, Willenhall  
ARCHBOLD, JOHN, farmer, Lucker Hall Farm, co. Northumber-  
land. Pet. Jan. 22. Feb. 16, at three, at office of Sol. Hind-  
marsh, Alnwick  
ARMSTRONG, FLETCHER and DOW, PETER, builders, Lower  
Broughton, Arrol. Pet. Jan. 23. Feb. 12, at three, at the Empire  
hotel, Manchester. Sols. Sale, Seddon, and Hilton  
ASHBY, HENRY, plumber, Tunbridge Wells. Pet. Jan. 22. Feb.  
7, at half-past two, at the Chamber of Commerce, 145, Cheapside.  
Sols. Stone and Simpson, Tunbridge Wells  
AUSTIN, ALFRED, fancy card box maker, Bromley-by-Bow. Pet.  
Jan. 24. Feb. 22, at three, at offices of F. Holloway, accountant,  
173, Ball's-pond-rd., Islington. Sol. Fenton  
BALDWIN, FREDERICK, pig dealer, Scale. Pet. Jan. 23. Feb. 13  
at half-past two, at office of Sol. Mills, Ipswich  
BAILEY, JAMES HERBERT, builder, Fensdale-rd., Brixton. Pet.  
Jan. 22. Feb. 12, at twelve, at office of Sol. Plunkett, Gutter-ls.  
BAIRD, JOHN, draper, Neath. Pet. Jan. 24. Feb. 9, at three, at  
the Cameron Arms hotel, Swansea. Sol. John, Swansea  
BENTLEY, GEORGE, furniture dealer, Bailey Carr. Pet. Jan. 24.  
Feb. 9, at ten, at office of Sol. Shaw, Dewsbury  
BENSON, THOMAS, beerhouse keeper, Ireleth. Pet. Jan. 20. Feb.  
12, at ten, at the Temperance hotel, Ulverston. Sol. Butler,  
Broughton-in-Furness  
BIRD, FREDERICK JOSEPH, online dye merchant, Blackwell-  
la, Kingsland. Pet. Jan. 23. Feb. 14, at two, at office of Sol.  
Morris, Finsbury-circus  
BLANCHARD, ALFRED, jeweller, Arabella-row, Pimlico. Pet. Jan.  
25. Feb. 8, at three, at the Guildhall-tavern, Gresham-st. Sol.  
BROOK, ARTHUR, at present at  
BOHNER, HERMANN BERNARD, insurance agent, Ball's Pond-rd.  
Pet. Jan. 15. Feb. 5, at three, at office of Graham, Leared, and  
Co., Foultry  
BOUCHAIS or DAWSON, FRANCES, schoolmistress, Belaine-park-  
road, Pet. Jan. 23. Feb. 17, at one, at office of Sol. Taylor  
and Jaquet, South-st., Finsbury-sq.  
BOWDLERS, JOHN GEORGE, and CHAFFER, RICHARD, ship-  
builders, Seacombe. Pet. Jan. 24. Feb. 13, at two, at offices of  
Sols. Field and Weightman, Liverpool  
BRADLEY, GEORGE, labourer, Moseley Ho's. Pet. Jan. 22. Feb.  
7, at two, at office of Sol. Creswell, Willenhall  
BRAY, GEORGE, s'attle maker, Kelghley. Pet. Jan. 20. Feb. 9,  
at three, at offices of Sols. Wright and Waterworth Kelghley  
BRIDGMAN, SUSAN MARIA, dressmaker, Torquay. Pet. Jan. 18.  
Feb. 8, at twelve, at office of Sol. Messrs. Carter, Torquay  
BUCK, JOHN, late grocer, Leeds. Pet. Jan. 22. Feb. 7, at twelve  
at office of Sol. Craven, Leeds



House Duty; but that exemption only extended to cases where no caretaker slept in the house at night. By 5 Geo. 4, c. 44, s. 4, that exemption was extended to houses occupied for professional purposes. By 32 & 33 Vict. c. 14, s. 11, any tenement occupied as a house for the purposes of trade only was made exempt, even though a servant or other person dwell in such tenement for the protection thereof. It will be observed that this further exemption to houses, dwelt in by a caretaker, was provided only for houses occupied for the purposes of trade only; but Mr. HERSHELL, Q.C., ingeniously argued that this section must be read by the light of 5 Geo. 4, c. 44, s. 4, and must be taken to include houses occupied for professional purposes. His argument, however, though it prevailed with the commissioners, was overruled by the Judge of the Exchequer Division, who held that the house being partly occupied for professional purposes, and being occupied by a caretaker at night, was liable to assessment.

ORDER LIV., rule 6 of the Rules of the Supreme Court, provides that in the Common Law Divisions, every appeal to court from chambers shall be by motion, and shall be made within eight days after the decision appealed against. Order LIII., rule 4, provides that unless the court or a judge gives special leave to the contrary, there must be at least two clear days between the service of a notice of motion and the day named in the notice for hearing the motion. The Court of Appeal heard a few days ago a case (*Deykin v. Coleman*) in which the question was raised whether a notice of motion given for a *dies non* was a nullity. In *Daubney v. Shuttleworth* (L. Rep. 1 Ex. D. 53), a notice of motion was held to be bad upon the ground that it was for the day after the termination of the sittings. In *Deykin v. Coleman* the motion (under the 6th rule, Order LIV.) was not made within the eight days limited by the order. Thus there were two points before the court. The notice was declared to be bad upon the grounds that the appeal had been brought more than eight days after the decision in chambers without special leave; and, secondly, that the notice had not been specifically given for the day on which the motion was brought. This latter objection to the notice is practically the same with that in *Daubney v. Shuttleworth*. Hence it must not be assumed that notices of motion are merely intimations to the other side of an intention to move the court at any indefinite time, or that it does not matter what day is named in the notice. This is simply another way of saying that terms of the above rules must be observed.

THE case of *Festing v. Allen* (12 M. & Wel. 279) is a well-known authority on the subject of contingent remainders to a class of persons. In a case of *Jull v. Jacobs* (35 L. T. Rep. N. S. 153; L. C. 3 Ch. Div. 703), decided in July last, Sir R. MALINS, V.C., had a doubt whether *Festing v. Allen* was not in the way of the decision he was then pronouncing, and said, "I consider that that case was properly overruled in a case which I argued before Vice-Chancellor STUART of *Browne v. Browne* (3 Sm. & Gif. 568). I believe it has been the subject of strife since. My opinion was always against *Festing v. Allen*, though it was the judgment of the Court of Exchequer, delivered by a very eminent judge, Lord CRANWORTH." Fortunately, for the decision of Sir R. MALINS in *Jull v. Jacobs*, *Festing v. Allen* had no bearing on it, since, under the circumstances, there was not, nor ever had been, any prior particular estate validly created, the life interest intended to have been created having been limited to one of the witnesses of the testator's will. The opinion, therefore, of Sir R. MALINS about *Festing v. Allen* must be regarded merely as a *dictum*. This *dictum* may be assessed at its real worth by the following extract from the judgment of Lord Justice JAMES in delivering the decision of the Court of Appeal in *Cunliffe v. Bruncker* (L. Rep. 3 Ch. Div. 393). The Lord Justice says: "We could not so hold without expressly overruling the case of *Festing v. Allen*, in which the point was apparently thought unarguable by most of the counsel engaged, in which it was argued by one counsel, and was put aside as not worthy of serious consideration by the Judges at common law and equity; and the case of *Festing v. Allen* has been from the time it was pronounced regarded as one of the leading authorities in real property law."

THE well-known principle that an agent cannot delegate his office, that is, where it is a power in the nature of a trust, or an authority clothed with a discretion, has been illustrated by the case of *Cook v. Ward*. It was a drainage case, and was tried last summer assizes at Lincoln, when a verdict was entered for the defendant, leave being reserved to the plaintiff to move to enter a verdict for 1s. damages. The motion came on in the Common Pleas Division not long since. A drainage board had power to appoint committees of its members to undertake the supervision of parts of its system. In the instance before us a committee of three was so appointed. Amongst themselves that each of them should look of the drain entrusted to their care

which was nearest to his own house. A flood came; one of the committee took active steps. The others saw what he was doing, and approved of his conduct, leaving him to continue to act as he thought best. He then cut through an obstruction, the effect of which was to shift the inundation from one place to another, and in answer to the action brought against him by a person aggrieved, he pleaded authority. It was held that the power of the board, properly delegated to a committee under the provisions of the Act of Parliament, must be exercised by the committee acting together, and not by one of them alone. A verdict for 1s. damages was accordingly ordered to be entered for the plaintiff. In giving judgment the learned Judge said that, if the power had been intended to be capable of being re-delegated to a single member of the committee, express words to that effect should have been made use of. This case is important in these days, when the management of municipal affairs has in so many places passed beyond the control of single individuals.

THE nature of a schoolmaster's contract with the parent of his pupil was the subject of discussion in the Common Pleas Division, on the 18th ult., in a case of *Watson v. Simeon*, before Mr. Justice DENMAN, sitting alone. Our knowledge of the case is limited to the short statement of it contained in the Law Journal Notes of Cases of the 27th ult., the point decided being that a parent who, in consequence of the illness of his child, had kept him from school for a term, was not bound to pay for the term. Probably this will be a surprise to most people, and a disagreeable surprise to schoolmasters; and, in truth, we find considerable difficulty in accepting the learned Judge's ruling. We apprehend that it is implied in the ordinary contract between a parent and the master of a so-called boarding school that payment according to a fixed annual rate is to be made by the parent to the master so long as the relation of master and pupil continues. In the case of illness of the pupil it seems to us that as a matter of strict law the schoolmaster is not absolved from the duty of taking charge of the pupil and of supplying him with all needful medicine and nursing, being entitled, as a general rule to be recouped all moneys so expended as extras. If the parent, instead of electing to pay for such extras, arranges that the pupil shall remain during his illness at home, we venture to think that this is an arrangement for the benefit and satisfaction of the parent, and that the schoolmaster, who is bound to keep a vacancy for the return of his pupil on his recovery, and who is ready and willing to receive him as soon as the parent thinks fit to send him back, is clearly entitled to be recompensed in the same manner as if the pupil had attended school in the ordinary way.

THE reform of the magistracy is a subject of wide interest, and one in which all classes of the community are more or less interested. Not long ago, it will be in the recollection of our readers, we referred to certain projected reforms, one of the main characteristics of which was that there should be an increase in the number of trained lawyers. In our remarks upon this suggestion we gave it our support chiefly upon the ground that a knowledge of the principles of the laws of evidence is of prime necessity in every person placed in a judicial position, and that this knowledge cannot be otherwise than uncommon in the ranks of the unpaid magistracy. The value of this suggestion is not, however, universally acknowledged, and it would be vain to expect such unanimity of opinion. Some days ago Mr. CROMPTON, a speaker at Sheffield, went at some length into the question of the reform of the laws relating to summary conviction. Betler guarantees of the efficiency of the magistrates, he thought, were urgently wanted; but such guarantees would not be afforded by the appointment of stipendiaries. Such a scheme merely meant the scattering of a number of fourth-rate lawyers all over the country. Purely official justice was retrograde; besides, stipendiaries had not such influence in patching up quarrels as respected local magistrates. All criminal justice, maintained the speaker, should be carried out by a proper combination of official legal capacity on the one hand, with popular voluntary common sense on the other. The misfortune of this suggestion is that it is a suggestion of the union of two unknown quantities. If it means anything definite, it appears to mean that every Petty Sessions should have the advantage of the assistance of a trained lawyer, a proposition which would probably satisfy even the most determined and prejudiced assailants of justices' justice. The first requisite in a stipendiary is that he should be able to estimate the value of the evidence adduced before him. Doubtless it would be a highly desirable result if all Magistrates were first-rate lawyers, and capable, so far as legal qualifications were concerned, of exchanging duties with the Judges of the Supreme Court, but no one gifted with the common sense invoked by Mr. CROMPTON expects to find any such state of things. In spite, however, of the speaker's objection to the extension of the system of paid magistrates, his conclusion is that there should be an infusion of one or more of the best stipendiaries into each county, that some restrictive qualifications for justices of the peace should be adopted, and that there should be

the case before the Master of the Rolls, the fund out of which maintenance was directed was a residue, and although the learned Judge is reported to say that "When property is held in trust for an infant contingently, on his attaining twenty-one, the infant, if he attains that age, will get both" *corpus* and income (a proposition true of residuary personalty, or a share thereof (*Trevanion v. Vivian*, 2 Ves. Senr. 430), and of realty blended with personalty (*Genery v. Fitzgerald*, Jac. 468), but, except in cases within the 26th section, not generally true, since it is clear law that a contingent gift of realty, or a contingent general or pecuniary legacy does not carry rents or interest) yet there can be little doubt, from the comprehensive view taken by Sir George Jessel, that he would have treated a general legacy equally with a residue as coming within the scope of the section.

We have no doubt as to the correctness of the decision in *Re Cotton*. Lord Cranworth's Act was intended partly to shorten deeds, settlements, and wills; partly to supply omissions occurring in them of such a nature as might reasonably be presumed to have arisen *per incuriam*. Thus in every well drawn settlement or will giving real or personal estate to infants, whether the *corpus* was to vest *instantly* and absolutely, or *sub modo*, or contingently, a power of maintenance was inserted, together with a direction that the income, or the surplus income, subject to the exercise of the power, should be accumulated for the benefit of the infant legatee or other person ultimately entitled to the *corpus*.

A decision of Sir R. Malins, in *Re George*, on the 19th Dec. last (25 W. Rep. 182), as to what is sufficient to exclude the application of the 26th section, would, if it were law, greatly narrow the operation of the Act. Sir R. Malins there held that where a testator specially gives a fund for the maintenance of an infant legatee, to whom he also gives a pecuniary legacy contingent on the legatee attaining twenty-one, that the legatee is not entitled to further maintenance out of the intermediate income of the contingent legacy by force of Lord Cranworth's Act, or otherwise, even although the testator be the parent of, or *in loco parentis* to, the legatee. Probably, apart from Lord Cranworth's Act, the legatee would not be entitled, having regard to the cases cited by the Vice Chancellor, but fortified by the decision of Sir C. Hall, on the 19th ult., on the same words in the same will (Weekly Note, the 27th Jan.) we do not hesitate to say that the view of Sir R. Malins, that Lord Cranworth's Act had no application to the case before him, is quite untenable.

The 26th section, it will be observed, provides not merely for the maintenance of an infant (whether child or stranger), but for the destination of the income not so applied. It in fact supplies directions for this purpose in accordance with the express powers and trusts usually inserted by conveyancers. If the section had dealt solely with the maintenance of infants, we should still have been of opinion that as there was no express declaration to exclude its operation, it would have been going a great deal too far to hold that a direction for maintenance out of one fund was sufficient to negative the allowance of auxiliary maintenance out of another fund. There would be no such incompatibility as in a remedial act would warrant the application of the maxim "*Expressio unius est exclusio alterius*." When, however, other and most important incidents beyond the mere provision for maintenance are annexed by the section to an infant's legacy, it seems to us reasonably plain that the exclusion of the operation of the section, must be effected by some clear and almost necessary implication. Such an implication does not we think arise from the bare fact that maintenance (which may or may not be of adequate amount) has been specially given by the same will out of another fund. Let us look for a moment at the effect of the section on the destination of the income or surplus income *ultra* the maintenance, and how widely in many cases it differs from what such destination would otherwise be. We will take by way of illustration three classes of cases, first, a gift vested *instantly*, but liable to be divested on a contingency; secondly, a contingent gift of real estate or a contingent general as distinguished from a specific or residuary bequest; thirdly, a gift *debitum in presenti solvendum in futuro*.

Now in the first class of cases by the operation of the Act, and in the event of the contingency failing, the infant is deprived of the intermediate surplus income and accumulations thereof in favour of the person ultimately entitled to the *corpus*, for, apart from the Act, the infant would be entitled to such income, *Taylor v. Johnson* (2 P. Williams, 504), which has been repeatedly followed. In the second class of cases, and in the event of the contingency happening, the section deprives the heir or person entitled to the general or residuary estate of the intermediate income, in favour of the infant, since, apart from the Act, the gift would not carry rents and profits or interest until the contingency happened: (*Hopkins v. Hopkins*, Ca. T. Talbot, 228, as corrected by *Countess of Bective v. Hodgson*, 10 H. of L. Cas. 656; *Descrombes v. Tomkins*, 1 Cox 133.) In the third class of cases, similarly, the infant would, by the section, be benefited at the expense of the general estate, as it has long since been settled, that though a legacy be vested, if the time for payment has not arrived, interest does not run until the time for payment.

*att v. Dolby* (3 Vesey 10).

We apprehend that these highly important results of an Act, which annexes to gifts to infants, incidents corresponding with those which conveyancers were in the habit of annexing by means of special provisions, are not to be set aside by slight circumstances or doubtful inferences.

#### AGENCY—LIABILITY OF AGENT TO THIRD PARTIES —WHERE THE AGENT ACTS UNDER A MISTAKE AS TO THE EXISTENCE OF AUTHORITY. (a)

THE cases in which a person who professes to act as agent, but who has no authority so to act, are reducible to two classes:

(A) He may have never had authority. This class again is divisible into two sub-divisions:

- (a) He may be aware that he has no authority, or
- (b) He may act under the influence of *bonâ fide* belief that he has such authority.

(B) He may have had full authority originally.

In a considered judgment of the Court of Exchequer delivered in 1842 (*Smout v. Ilbury*, 10 M. & W. 1), it was said with reference to the liability of agents who act without authority, though they honestly supposed they had authority, that there is a class of cases in which the courts have held that where a party making a contract as agent *bonâ fide* believes that such authority is vested in him, but has in fact no such authority, he is personally liable, although he was not actuated by any fraudulent motives, nor made any statement which he knew to be untrue. The reason given was that it is a wrong differing only in degree, but not in its essence, from the cases where the agent knows his want of authority, "to state as true what the individual making such statement does not know to be true, even though he does not know it to be false, but believes without sufficient grounds, that the statement will ultimately turn out to be correct." The court goes on to say, "And if that wrong produces injury to a third person, who is wholly ignorant of the grounds on which such belief of the supposed agent is founded, and who has relied on the correctness of his assertion, it is equally just that he who makes such assertion should be personally liable for its consequences." Clearly, then, the fact that a person assumes to act as agent owing to an honest mistake, was not, in the opinion of the court, any ground to free him from liability.

The test, in the opinion of the court, whether a person whose assumption of authority was due to an honest mistake is liable for the consequences of his want of authority was whether or not he has stated as true what he did not know to be true, omitting at the same time to give such information to the other contracting party, as would enable him equally with himself to judge as to the authority under which he proposed to act.

As illustrations of the principle that it is no defence for a defendant to say that he acted under an honest belief that he had authority, it will be sufficient to cite the following cases:

*Randell v. Trimen* (18 C. B. 786), heard in 1856, was an action for a false and fraudulent misrepresentation. The declaration stated that the defendant, who was employed as an architect by A. and others to superintend the building of a church, falsely and fraudulently represented and pretended that he was authorised by A. to order and did order, stone of the plaintiffs for the building of the said church, for and on account of A., and that the plaintiff, relying on that representation, and believing that the defendant had authority from A. to order the stone on his account, delivered the same, and it was used in building the church; whereas the defendant was not, as he well knew, authorised to order the same. There was another averment that A., refusing to pay for the stone, the plaintiff, trusting in the defendant's representation, sued A. for the price, but failed in the action, and had to pay the costs. Mr. Justice Crowder, before whom the case was tried, told the jury that if they believed that the defendant represented that he had the authority of the person named to order the stone in his name, and that that representation was untrue, the plaintiffs were entitled to recover the price of the stone, and also the whole taxed costs of the former action. A rule for a new trial was discharged. It was argued in support of the rule that the defendant, being honestly mistaken, could not be held liable for misrepresentation. The Lord Chief Justice, however, intimated that such a view was wrong, and distinguished *Smout v. Ilbury* (10 M. & W. 1), on the ground that the defendant in that case had made no representation at all.

In *Godwin v. Francis* (L. Rep. 5 C. P. 295), decided in 1870, the defendant and four others being jointly interested in an estate, were desirous of settling the property. An advertisement was issued with the intimation "To treat and view the property, application to be made to (amongst others) Mr. B. Francis (the defendant). The plaintiff, after the appearance of the advertisement, wrote to the defendant offering him £10,000 for the estate; the defendant asked £11,000. After some correspondence, during which the plaintiff offered £10,500, the plaintiff received the following telegram:

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.



"The following telegram has been received . . . from Berry Francis to Charles Godwin :

"Your offer for the Liddington estate is accepted; confirm yours by first post."

Upon its receipt the plaintiff sent the confirmation. This was on the 23rd Oct. 1867. The abstract of title was sent to the plaintiffs' solicitor on the 29th Oct. On the 8th Nov. the plaintiff was informed by the solicitors of the supposed vendors that the defendant had acted without authority. The plaintiff sued the vendors, and, continuing the action after they had sworn in answer to interrogatories that the defendant had no authority, assuming that they were bound under the terms of their advertisement, was nonsuited. The plaintiff then brought an action against Francis for misrepresentation of authority, and claimed damages to the amount of £726 10s. 6d., a sum made up of the following items :

Costs of investigating title .....	£27	11	6
Loss of bargain .....	200	0	0
Costs paid to the former defendant...	173	14	0
Costs of Francis .....	64	1	0
Plaintiff's own costs in same action	161	4	0
Loss on re-sale of stock .....	100	0	0
	£726 10 6		

At the trial a verdict was taken for the plaintiff, subject to a question whether there was a valid contract under the Statute of Frauds, and to a motion to reduce the damages, the court to draw inferences of fact.

The first question having been decided in the affirmative, the Court of Common Pleas decided that the defendant was liable to pay :

1. The cost of investigating the title.
2. The costs incurred and paid by the plaintiff in the action against the vendors down to the time when the answers to the interrogatories had been received and considered by the plaintiff's legal advisers. (See *Spedding v. Nevell*, L. Rep. 4 O. P. 212).
3. The difference between the contract price and the market price of the estate—the sum for which it was sold being *prima facie* evidence of the latter. (See *Engell v. Fitch*, L. Rep. 4, Q. B. 659).

The loss on the re-sale of stock which had been bought without notice to the defendant, and before the title had been investigated or possession of the land given, was held to be too remote.

The defendant's liability on the first point was admitted; his liability upon the second point was put on the ground that in the position in which he was placed by the defendant, it was reasonable for the plaintiff to commence proceedings against the vendors, and that this course continued reasonable until the answers to the interrogatories left no room to doubt what the evidence at the trial would be. By relying on the advertisements after the interrogatories were answered, he acted upon a wrong view of the law, and not upon any mistake as to the authority conferred in fact upon the defendant. (See per Chief Justice Bovill.) The plaintiff was also entitled to recoup himself for what he lost by the contract not being fulfilled. In the present case, that was the difference between the contract price and market price, though it is quite conceivable that the damages under this head might possibly have been *nil*, e.g., in the event of bankruptcy of the vendors, (see per Mr. Justice M. Smith (*sup.*), and per Mr. Justice Blackburn in *Richardson v. Williamson*, L. Rep. 6, Q. B. 279), since a third party who contracts with an authorised agent can recover from him only what he would be entitled to recover from the vendors, if the defendant had had the authority he warranted, and the vendors refused to perform. (See per Mr. Justice Brett in *Goodwin v. Francis*, *sup.*)

#### LAW LIBRARY.

*A Short Guide to the Preparation of Bills of Costs, with Precedents in all the Divisions of the High Courts of Justice; also Precedents of Costs in Conveyancing, Probate, and Administration.* By A BILL CLERK. London: Waterlow and Sons (Limited).

This book speaks for itself. That it will prove of use to solicitors is beyond a doubt; but seeing that its chief value is in the precedents for costs in the Common Law Divisions of the High Court, it is almost a pity that it was not offered to the profession

twelve months ago, when London solicitors, at all events, were much more in want of such a book than they are now. Plaintiffs' costs in an action for slander are especially well drawn, and have, we gather from the preface, been "taken from taxed bills." It is to be wished that this were so in every case, especially in Chancery actions, in regard to which, taxations of costs, under the Judicature Acts, have been comparatively few. As to the precedent in an action for slander, on page 96, we notice that 2s. is the sum stated to be paid on issuing a subpoena *ad test.* This should be 2s. 6d. Then on page 97 we read "instructions for brief £1 ls." A note should have been added that this charge varies according to the number of witnesses and other circumstances. We do not find any allowance for notice to witnesses to attend before the referee. As to precedent No. 15 relating to "plaintiff's costs under Order XVI., rule 1, appeal from master's order," a sum of £2 4s. 6d. is allowed to counsel without comment. Attention ought to have been directed to Order XIV. under "special allowances and general provisions" in the additional rules of August 1875, which directs that no costs are to be allowed for attendance of counsel at chambers unless the judge *specially certifies*. In the same precedent (15) we find the costs allowed of an affidavit of plaintiff in reply to defendant's affidavit. Costs of a plaintiff's affidavit in reply are not usually allowed. Copy reply on page 109 is charged 1s., it should be 2d. per folio as in the case of like copies of other pleadings. Precedent No. 18 (plaintiff's costs on order to stay) discloses some imperfections; close copies of a party's own pleadings are not usually allowed, and while such a charge is improperly made, in the case before us, strange to say a close copy of the statement of defence which would be allowed, is not charged. However, the above objections and a few others which we notice, are not of importance, and we have no hesitation in recommending this little book to solicitors' clerks.

*The Practice of the Supreme Court of Judicature and of the House of Lords on Appeal, &c., &c.* By LOCOCK WEBB, Q. C. London: Butterworth.

THIS is a work of undoubted merit, and is in every way superior to the books of practice under the Judicature Acts, already published. The scope of the volume is correctly stated in the preface as a "complete work on the practice under the Judicature Acts 1873 and 1875 (as amended), and the Appellate Jurisdiction Act 1876; and on the procedure of the Supreme Court upon appeals from the several courts, to the Court of Appeal of the Supreme Court, and also on appeals to the House of Lords. The book contains all the rules and orders under the Judicature Acts, and the Appellate Jurisdiction Act, down to the commencement of the year 1877; and also the Winter Assizes Act 1876, and orders thereunder, and the Bankers' Books Evidence Act 1876. Every reported decision in court upon the Acts and rules of any present practical value is (it is believed) referred to."

We congratulate Mr. Webb on the fact that he has not adopted the rôle of a bookmaker. With the aid of several competent assistants, he gives to the profession a pithy treatise on Jurisdiction, Law, and Procedure. Some of what may be called the brief essays on the different heads embraced, are models of concise statement, whilst others are not so clear as might be wished, and are rather too detailed in their statement of cases.

Mr. Webb has thought that it was unnecessary to cite any of the decisions at Judges' Chambers. We agree that many of those decisions have ceased to have much, if any, value; but there are, undoubtedly, some which may still be usefully consulted. For example, Order XVI. rule 17, has received a more liberal interpretation than might have been looked for, because Mr. Justice Lindley read it together with sect. 24, sub-sect 3: (Bitt. P. C. 102, referred to in Lely and Foulkes' Judicature Acts, 2nd edit. p. 139.) And other cases might be mentioned, particularly with reference to procedure or bills of exchange. Opinions, however, may well differ on this point. Perhaps Mr. Webb has acted wisely in confining himself to decisions in Court.

This volume must prove a most welcome addition to the library of the judge and the practitioner.

#### NEW EDITIONS.

MESSRS. LELY AND FOULKES have issued a second edition of the work upon the Judicature Acts and orders (H. Sweet). It contains the Appellate Jurisdiction Act, 1876, and all the decided cases up to the end of the year.

## SOLICITORS' JOURNAL.

IN regard to the common law judges' chambers it is urged against us that while we have condemned in strong language—warranted by the circumstances—the miserable arrangements made there for the dispatch of business, and for the convenience, or rather, we ought to say, the inconvenience, of the Profession, yet that we do not insist upon any well-devised scheme of improvements. We certainly do not admit that we are not at liberty to expose evils without incurring the responsibility of suggesting suitable remedies for such evils. However, we have often thrown out suggestions which, if adopted, would in our opinion work a great improvement. The plan adopted in the Chancery Chambers we have more than once pointed to with approval. These chambers are presided over by solicitors whose practical training gives them an advantage over the common law masters, who possess very little, if any, practical experience of a character enabling them to work out a system for conducting business in keeping with present requirements. But further, let the suggestion made on this subject in our last issue, page 222, be acted on, and let us ask this question, what reason is there that the business of a day should be crowded into two or three hours of time? Why are all summonses issued for the same time of day and at the same place? Nothing would be easier than to issue different kinds of summonses, returnable at different hours of the day, regulated partly for the convenience of solicitors themselves, and partly according to the nature of the action and summons, or each summons and copy should bear a number, of which say fifty should be allotted to every hour, from ten till four. Solicitors' common law clerks would soon ascertain at what time of day they should issue their summons in order to have it returnable at a time convenient to them. We are persuaded that an excellent system could with care and attention be evolved from some such plan as this. We, however, have long since learnt that the most rotten system of transacting business usually enjoys a prolonged existence after the evils of such a system has been exposed and denounced over and over again. And those solicitors who are really determined to force on a substantial reform in connection with the arrangements and business at the common law judges' chambers may take it from us, that their only chance of success is by keeping up a constant attack upon the present system. This done it is possible that a decided improvement may be accomplished in say the next year or two. Above all we recommend united efforts, in which the Council of the Incorporated Law Society should take the lead.

A NEW practice is insisted on at the Common Law Judges' Chambers as regards judges' summonses, which can hardly be said to be an improvement upon that which formerly obtained. It is now necessary to enter the name of the action in connection with the summons to be disposed of on a daily list of summonses and *ex parte* applications, a separate list being reserved for summonses attended by counsel, and the following is an instance of the working of the would-be improved system: A summons appears on the list for, say, Wednesday, No. 19 in the list, and not having been reached, the common law clerk, whose summons we are dealing with, proceeded to enter it in the next day's list, where it appeared No. 52 in that list. In other words, contrary to all reason, the arrears of one day is not placed at the top of the list for the next day; and the jumble may be further explained by the fact that many common law clerks, in order to counteract this practice, adopt the plan of entering their summons on the lists of two days, so that if not reached one day it may come on early the next day, and the result of this contrivance is that a case may be disposed of late on one day and yet figure early in the list for the next day, thus upsetting the calculations of other clerks as to about what time a particular summons is likely to be reached. A case is reported to us of an application *ex parte* for a writ of *capias* under sect. 6 of the Debtors' Act 1869, in which it was alleged that the defendant was about to leave the country, and the plaintiff's solicitor was only able under this new system to get before the judge after attending three days at chambers. Matters are not improved by the absence of a chamber clerk representing Mr. Justice Hawkins, who has been attending chambers during the past week. These chambers are now to be seen at their best, or rather their worst, when, about half-past twelve, a sudden influx of counsel, anxious to get before the judge, adds to the crowd of clerks already waiting, and makes confusion worse confounded. The system of daily lists of summonses as at present carried out is worse than useless. We understand that the arrears at the present time of summons issued and attended by the judge, and attended

number of about fifty, and there is also an arrears of like summonses not attended by counsel. In other words, the business of suitors suffers, and solicitors and their clerks experience a most serious delay and inconvenience, partly because there is only one judge at chambers instead of three. While writing in regard to chamber business, we may add that we are sorry to learn it now frequently happens in the Chancery Chambers that matters appointed to be heard at 11.30 are not reached for sometimes two hours afterwards.

WHEN the Judicature Acts first came into operation all judgments after verdict and special judgments were prepared by the clerks in the judgment offices of the three Common Law Divisions. As may have been expected, however, arrears soon accumulated, and it was found necessary to leave solicitors to prepare their own judgment papers, and in almost every case printed forms can now be obtained, in which it is only necessary to embody the finding of the jury, as set out in the associate's certificate, where actions proceed to trial, or as the case may be. As a consequence, the necessary allowance for this extra work is now sanctioned by the common law taxing masters.

A POINT of Chancery practice is suggested to us as doubtful which we should have thought was settled long ago, namely, whether personal service of the decree in an administration suit upon infants and married women is absolutely necessary and indispensable before an order may be applied for giving leave for such parties to attend the proceedings. That such orders have frequently been made without the service in question is beyond a doubt. We have heard of a case of over two hundred persons interested in an estate being administered in Chancery, and most of whom were infants or married women, in which the costs of service of a copy of the decree on each of them was avoided by a firm of solicitors accepting service on their behalf, and obtaining the necessary order.

HOWEVER just may be the complaint that it is time the fee of 6s. 8d. gave place to a more liberal allowance for professional services rendered by solicitors of a character like to those for which the above fee is usually, and has for a long series of years, been allowed, it is manifest, from the high salaries which are frequently paid to solicitors who fill the various municipal public appointments in England and Wales, that the worth of the services of solicitors, not only as lawyers, but also as men of business, is beginning to be estimated at its true figure. The most recent case evidencing this is furnished by the action of the Glasgow Corporation, which body has just increased the salary of its town clerk (a solicitor) to £2500 per annum. This is nearly £300 a year more than the salary of the Lord Advocate of Scotland; £1500 a year more than the salaries of the President of the Board of Trade and the President of the Local Government Board; it exceeds by a similar amount the salaries of the Comptroller-General of the Exchequer and Auditor-General; the Chairman of Customs, the Chairman of Inland Revenue, and it is £1000 a year more than the emoluments of the Postmaster-General. This salary is not, however, in any way out of proportion to the increasing responsibility and labour which devolves upon the learned town clerk of Glasgow. Some large corporations will do well to consider whether their town clerks are sufficiently remunerated.

A MEMBER of the Bar, in writing to the *Times* on the subject of "The law's delay," of which we hear much more now, and rightly so than under the old procedure, says, speaking, we presume, of the evil effects upon the legal business of the country, caused by the monopoly of a central Bar, "Things are very bad now, and, that being so, it is useless for us to talk of our culture and learning. If culture and learning will not do the work well which the country requires, then the country must get something else to do it; and the energy of the solicitors clamouring outside must come in to have their trial." It is very true, though plain speaking that solicitors are "clamouring outside," and we are convinced that if solicitors only "come in to have their trial" (not a very elegant mode of expressing one's meaning), it will contribute greatly to those substantial reforms in our judicature, by the side of which the Judicature Acts will present a very diminutive appearance. Great changes are coming—it is no matter of prophecy—the shadows of "coming events" are already visible. Subject to certain necessary restrictions, and a right of removal for trial to London, all actions founded on contract will be left to local courts for disposal, and, as a consequence, we shall hear no more about "the monopoly of the Bar," a "Barristers' Fee Bill," "Tribunals of Commerce," and other agitations for reform

in the Profession. We should be sorry to disparage the "traditions" and "honour and dignity" of the Bar, but we are convinced that these and personal considerations impair the mental vision of a large number of capable lawyers in the House of Commons, who are in truth sacrificing the best interests of the country by impeding or altogether stopping the accomplishment of those legal reforms which to less prejudiced minds are found to be essential to the commercial and general prosperity of the empire. Local business must be disposed of in local courts, and the Superior Court must—except in appeal cases—be left free to adjudicate upon cases of imperial importance or universal concern.

IN another column we publish the annual report of the committee of the Wolverhampton Law Association and Library. The two striking features of this report are the efforts which are being made, and with success, to form a law library in Wolverhampton, and the reference to the provisions of sect. 8 of 23 & 24 Vict. cap. 127, as to dispensing with the preliminary examination before entering into articles of clerkship. In the resolution of the committee upon this subject we entirely concur. The wholesale way in which orders dispensing with this examination have been granted must, if possible, be put a stop to. We also publish elsewhere a report of the annual meeting of the Birmingham Law Society, which will interest solicitors.

A CORRESPONDENT of the *Times* (a barrister, makes "a serious charge against solicitors," which is in effect that the solicitors for each party in an action allow all the costs to be incurred, even to delivering briefs, knowing very well that the subject matter in dispute cannot be disposed of by judge and jury, but must be referred—as, for instance, a disputed builder's account. It often happens that clients will not consent to a reference; but we admit that the complaint here made is well founded in some cases among a certain class of practitioners, and while we dislike indulging in a *tu quoque* argument, we cannot but regret the readiness of counsel to receive briefs and fees in such cases, knowing all the while that the case cannot go to trial.

WE are glad to be able to announce a further addition to the roll of solicitors who are justices of the peace. The Mayor of Bootle (Mr. Alderman T. P. Danson) has received from the office of the Chancellor of the Duchy of Lancaster the new commission of the peace for this borough, with the names of ten gentlemen chosen to form the first magisterial bench. Among the gentlemen whose names are enrolled on this new commission we find Mr. W. Barrall and Mr. J. Quinn, both solicitors of the Supreme Court practising at Bootle, but not as advocates of the local courts. Ten justices have been chosen, because that number is necessary to enable the bench to grant and confirm new licences for public houses. Had not that number been appointed, the county magistrates resident within the district must have co-operated with the borough justices, with whom even now they have concurrent jurisdiction; but, inasmuch as the newly-constituted authority is complete, and is vested with all the powers and jurisdiction of a full bench of borough magistrates, it is hardly probable that any of the county justices resident in the district will in any way interfere with the new bench.

## NOTES OF NEW DECISIONS.

ARTICLED CLERK—SERVICE UNDER ARTICLES.—INTERUPTION OF SERVICE—COMPLETION OF TERM AFTER EXPIRATION OF ARTICLES—6 & 7 VICT. c. 73 s. 3.—In Sept. 1870, a clerk was article to his father, a solicitor, for five years, and served under those articles up to Oct. 1873, when his father assigned his services to D. for fifteen months, and, having served D. for that period, the clerk returned to his father and served under the original articles until Sept. 1875. The Court of Queen's Bench having held that the service with D. could not be reckoned as part of the period of five years' service required by the statute, the clerk served his father for fifteen months further, but without fresh articles. Held, that the clerk had not duly served under a contract in writing as required by 6 & 7 Vict. c. 73, s. 3, and that he must enter into fresh articles for fifteen months, and complete such service, before he could be admitted, but that, under the circumstances, he might be allowed to go in for the final examination. (*Ex parte Adams*, 35 L.T. Rep. N. S. 751. Chan. Div.)

TRIAL BY JURY—ACTION IN CHANCERY DIVISION.—Under the new practice a judge of the Chancery Division cannot try a case with a jury, but when an action in the Chancery Division has been ordered to be tried before a judge with a jury, it must be set down in the general list to be tried before a judge of one of the common law divisions,

## HEIRS AT LAW AND NEXT OF KIN.

**MILBURN (Jno.)**, Trafalgar-street, Newcastle-upon-Tyne, gentleman. Next of kin to come in by March 1 at the chambers of V.C. M. March 8, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.—  
Last Day of Proof.

**BENDER (Paul Edward)**, formerly of Bombay, then of 4, St. James's-place, and of Shepperton, Middlesex, 51, Old Broad-street, London, and late of 4, St. Albans-place, Waterloo-place, St. James's, East India merchant. June 30; F. Bradley, solicitor, 77, Mark-lane, London. July 13; V.C. B., at twelve o'clock.

**BENNER (Owen)**, Easton, Northampton, farmer. March 5; V. Stapleton, solicitor, Stamford. March 13; V.C. M., at twelve o'clock.

**BROWN (Thomas)**, Plympton St. Maurice, Devon, tanner. Feb. 28; Wm. Rowe, solicitor, Stratton, Cornwall. March 12; M. R., at eleven o'clock.

**BROWN (Robert C.)**, Ipswich, gentleman. March 2; L. A. Wren, solicitor, Selborne-chambers, Bell-yard, London. March 16; M. R., at eleven o'clock.

**CHAMBER (Georgina F.)**, Diracombe, Devon, widow. March 5; A. B. Carpenter, solicitor, 2, Elm-court, Temple, London. E.C. March 14; V.C. M., at twelve o'clock.

**CHAMBER (Wm. W.)**, Exeter. March 5; A. B. Carpenter, solicitor, 2, Elm-court, Temple, E.C. March 14; V.C. M., at twelve o'clock.

**COWARS (Jno.)**, Hartlands, near Cranford, Middlesex, gentleman. March 5; J. H. Holden, solicitor, 11, Staple-inn, Middlesex. March 20; V.C. H., at twelve o'clock.

**CRANFIELD (Wm.)**, 66, Davies-street, Berkeley-square, Middlesex, builder. Feb. 22; J. Fraser, solicitor, 15, Fumival's Inn, London. March 1; V.C. M., at twelve o'clock.

**DAVIS (Wm. Thos.)**, 329, Cambridge Heath-road, Victoria Park, Middlesex, licensed victualler. March 3; J. W. Cook, solicitor, 34, Eastcheap, London. March 13; V.C. M., at twelve o'clock.

**DE HOGENTON (Sir Henry)**, Bart., Houghton Tower, Lancaster, 16, Cockspur-street, Haymarket, Middlesex, and Morley's Hotel, Trafalgar-square, Middlesex. March 7; W. Rowcliffe, solicitor, 1, Bedford-row, London. March 19; V.C. H., at twelve o'clock.

**EAGLES (Jos.)**, Corse, Gloucester, gentleman. March 15; Wm. B. George, solicitor, Gloucester. March 22; V.C. H., at twelve o'clock.

**FARMILLO (Elijah)**, late of 8, Lower Fair Oak-terrace, Main-dee, Christchurch, Monmouth, licensed victualler, but formerly of Forest Green, Nailsworth, Gloucester, mason. March 3; M. R. March 19; M. R., at twelve o'clock.

**FISHER (Chas. W.)**, late of Voeles, Denbigh Cotenawich, Carnarvon, 4, Upper Brook-street, Grosvenor-square, Middlesex, and some time of 4, Rue Solferino, Paris. March 1; A. F. Coo, solicitor, 14, Hart-street, Bloomsbury, Middlesex. March 16; V.C. H., at twelve o'clock.

**FLESHER (Jno.)**, Forest Moor, near Knaresborough, York. March 15; R. W. H. Smart, solicitor, 23, Lincoln's-inn-fields, London. March 21; V.C. H., at twelve o'clock.

**HARRIS (Hannah)**, 11, Broadway, Westminster. Feb. 28; H. W. Burt, solicitor, 11, Argyle-street, Regent-street, Middlesex. March 8; V.C. M., at twelve o'clock.

**HARWOOD (Thos.)**, Stockton, Durham. March 2; Newbey and Co., solicitors, Stockton. March 15; V.C. H., at twelve o'clock.

**JOLLIE (Margaret)**, Gateshead, widow. Feb. 28; Thomas Steel, solicitor, Sunderland. March 8; V.C. M., at twelve o'clock.

**LINDO (Abraham)**, 13, Val Plaisant, St. Heliers, Jersey, gentleman. Feb. 27; G. and A. Lindo, solicitors, 12, King's Arms-yard, Moorgate-street, London. March 12; V.C. H., at twelve o'clock.

**LINDO (Henry Chas.)**, 61, Frith-street, Middlesex. Feb. 28; G. and A. Lindo, solicitors, 12, King's Arms-yard, Moorgate-street, London. March 13; V.C. H., at twelve o'clock.

**LOUTH (Jno. S.)**, formerly of 151, Buckingham Palace-road, but late of 66, Addison-road, Kensington, Middlesex, gentleman. Feb. 28; Samuel Bircham, solicitor, 46, Parliament-street, Westminster. March 12; V.C. M., at twelve o'clock.

**MALLAN (Benjamin Jno.)**, Osborne House, London-road, Staines, Middlesex. March 3; T. Graham, solicitor, 1, Mitre Court Chambers, Temple, London. March 11; V.C. H., at twelve o'clock.

**MIDDLETON (Elizabeth)**, 3, Darnley-terrace, Darnley-road, Hackney, Middlesex, widow. March 14; W. C. Clennell, solicitor, 5, Great James-street, Bedford-row, Middlesex. March 26; V.C. M., at twelve o'clock.

**PETER (Jno. P. Thos. H.)**, Chyverton, Cornwall, Esq. Feb. 27; D. H. Shillson, solicitor, St. Austell, Cornwall. March 13; M. R., at twelve o'clock.

**SAINT (Wm.)**, Parwick, Derby, shopkeeper. Feb. 20; J. D. Norton, solicitor, 2, St. James's-chambers, Derby. March 6; M. R., at twelve o'clock.

**SHARP (Charles K.)**, Clement's-lane, London, solicitor. Feb. 28; J. S. Mercer, solicitor, 1, Copthall-court, London. March 15; M. R., at eleven o'clock.

**THORNTON (Victor Geo.)**, vicar of Sharnbrook, Bedford. March 10; Radcliffe Walters, solicitor, 9, New-square, Lincoln's-inn, London. March 21; V.C. M., at twelve o'clock.

**WARD (Jas.)**, 'St. John's-villa, East-street, Faversham, Kent. March 1; J. B. Stephens, solicitor, Maidstone. March 15; V.C. M., at twelve o'clock.

**WILDER (Rev. Geo. G. Elms)**, near Southampton. March 10; Janson and Co., solicitors, 41, Finsbury Circus, London. March 17; V.C. H., at twelve o'clock.

## CREDITORS UNDER 22 &amp; 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

**ABBOTT (John S.)**, formerly of 7, Pembroke-square, Baywater, Middlesex, but late of 28, Pembroke-crescent, Baywater, March 25; Roy and Cartwright, solicitors, 4, Lombury, London.

**ATKIN (Moses)**, Louth Park, Lincoln, wheelwright. March 31; Fred. Sharpley, solicitor, Louth.

**BASCHINI (Gasper)**, 28, Gopsall-street, St. John's-road, Hoxton, Middlesex, gentleman. March 5; W. Carpenter and Sons, solicitors, 4, Brabant-court, Philip-lane, London.

**BARTON (Thos.)**, Marston, Chester, rook miner. March 15; Algernon Fletcher, solicitor, Northwich.

**BATES (David)**, 81, Heen's, Lancaster, mining surveyor. March 22; H. Oppenheim, solicitor, 12, Hardshaw-street, St. Helen's, Lancaster.

**BELK (Jno.)**, Doncaster, cabinet maker. March 1; Collinson, Littlewood, and Parkin, solicitors, Doncaster.

**BLYTH (Geo.)**, formerly of Leicester and late of Edwardes-street, Balsall Heath, Worcester, toll-gate keeper. March 31; W. S. Allen, solicitor, 35, Waterloo-street, Birmingham.

**BOTTING (Jno.)**, Brewhurst Mill, Wisborough Green, Sussex, miller. March 21; A. and C. J. Daintrey, solicitor, Petworth, Sussex.

**BRAY (Henry Edward)**, Marston, Oxford, butcher. March 24; Robert S. Hardman, solicitor, Town Hall, Oxford.

**BREARLEY (Ell)**, Lindley Moor, near Huddersfield, cloth weaver. March 17; J. W. Longbottom, solicitor, Northgate-chambers, Halifax.

**BRENT (Elizabeth D.)**, formerly of 40, Marshall-street, Golden-square, Middlesex, spinster. Late of 9, South Audley-street, Hanover-square, London. April 5; Rye and Eyre, solicitors, London.

**BROWN (Martha A.)**, Hampstead-road, Hantsworth, Stafford, widow. Feb. 2; E. M. Wood and Son, solicitors, 23, Waterloo-street, Birmingham.

**BROWN (Thos. H.)**, Great Bentley, Essex, farmer. March 1; Turner, Deane, and Co., solicitors, Colchester.

**BROWNING (Henry D.)**, 80, Westbourne Park-villas, Paddington. March 25; Kendall and Congreve, solicitors, Union Bank-chambers, Lincoln's-inn, London.

**BUSKER (Chas.)**, Chesham, Bucks, draper. April 1; Francis and How, solicitors, Chesham.

**BYRAN (Ralph)**, Tynemouth, lodging-house keeper. March 15; S. Jno. Dale, solicitor, Dockway-square, North Shields.

**CHICHESTER (Dame Mary B.)**, 5, Orington-gardens, South Kensington, Middlesex, widow. March 31; Cullington and Slaughter, solicitors, 6, Mansfield-street, Portland-place, London.

**CRACKLOW (David)**, 11, Mincing-lane, London, and of 17, Harders-road, Peckham, Surrey, wine merchant. March 1; Tanqueray-Williams and Co., solicitors, 34, New Broad-street, London.

**CRAWFORD (Andrew)**, Pombroke Arms, Bournemouth, licensed victualler. March 1; J. Drutt, jun., solicitor, Townhall Chambers, Bournemouth.

**CROSSLAND (John)**, formerly Jno. Crossland Cochlin, formerly of Liverpool, but late of Parkgate, Chester, accountant. March 27; Wright and Co., solicitors, 17, Water-street, Liverpool.

**CROUCH (Sarah)**, 346, City-road, Middlesex. March 13; A. S. Hatchett and Jones, solicitors, 47, Mark-lane, London.

**DAY (Edward)**, Knowle House, Miffield, York, Esq. May 1; Chadwick and Sons, solicitors, Dewsbury.

**EDWARDS (Julia S.)**, 1, Gloucester-terrace, Southsea, spinster. March 14; Pearce and Son, solicitors, 13, Union-street, Portsmouth.

**EMERSON (Ada)**, Red Lion Hotel, Rochester, widow. March 10; Maydon and Co., solicitors, 23, Budge-row, Cannon-street, London.

**FREMANTLE (Isabella)**, 57, Grosvenor-street, Middlesex, widow. April 1; Freshfield and Williams, solicitors, 5, Bank-buildings, London.

**GAMBLE (Wm.)**, Wigston Fields, Great Wigston, Leicester, gentleman. March 17; G. Stevenson, solicitor, 11, New-street, Leicester.

**GARTSIDE (Wm.)**, Ossett, York, dyer. March 21; Stewart and Son, solicitors, Wakefield; Nicholson, Sanderson, and Nicholson, solicitors, Wath-upon-Dearne, near Rotherham.

**GIBBONS (Rev. Edwd. T.)**, M.A., Christ Church, Oxford. March 24; Coward and Coward, solicitors, Lancaster, Cornwall.

**GOOCH (Dorothy)**, 1, Gloucester-terrace, Southsea, widow. March 14; Pearce and Son, solicitors, 13, Union-street, Portsmouth.

**GREAVES (Samuel)**, Saynor-street, Hunslet, Leeds, file manufacturer. March 31; Geo. Greaves, file manufacturer, Saynor-street, Hunslet.

**GUIN (Jno. D.)**, 220, Kingland-road, Middlesex, cooper. March 1; N. Wright, solicitor, 8, New-inn, Strand, Middlesex.

**HALL (Jno.)**, formerly of Hendon, Middlesex, farmer, but late of White Horse-road, Croydon, Surrey. March 1; Woodbridge and Sons, solicitors, 8, Clifford's-inn, Fleet-street, London.

**HARRIS (Alfred)**, 2, Denmark-place, Portland-road, South Norwood, Surrey, chemist. March 14; W. J. Child, solicitor, 7, South-square, Gray's-inn, Middlesex.

**HAYWARD (Jas.)**, The Lodge, Michael's-grove, South Kensington, Middlesex; of Loundwater, Rickmanworth, Herts, and of Bilsland, Cornwall, Esq. March 12; Bevan and Daniel, solicitors, 40, Chancery-lane, London.

**HAZELL (Matilda)**, Streatham, Isle of Ely. May 1; E. Wayman, solicitor, 2, Silver-street, Cambridge.

**HEDLEY (Francis)**, Richmond, York, gentleman. March 3; C. G. Croft, solicitor, Market-place, Richmond, Yorks.

**HOPE (Jas.)**, formerly of 145, London-road, Liverpool, licensed victualler, but late of Gateshead, near Liverpool, gentleman. April 1; Lawrence and Dixon, solicitors, 11, Lord-street, Liverpool.

**INDERWICK (Walter)**, late of 38, Trevor-square, Knightsbridge, and 31, Grove-place, Brompton, and formerly of 58, Princes-street, Leicester-square, Middlesex. March 15; Gattard and Co., solicitors, 13, Suffolk-street, Pall Mall East, Middlesex.

**JONES (Geo.)**, New-road, Llanelly, Carnarvon, banker's clerk, March 14; T. Jones, Carnarvon, Esq. Llanelly.

**LAWREN (Caleb)**, Birmingham, and Elton House, Soho-hill, Handsworth, Stafford. March 31; W. S. Allen, solicitor, 35, Waterloo-street, Birmingham.

**LAWRENCE (Edwd. R.)**, Chester House, Chester, Cambridge, gentleman. May 1; E. Wagman, solicitor, 2, Silver-street, Cambridge.

**LEACH (Jno.)**, Broad-street, near Rushcombe, Stroud, Gloucestershire, butcher. April 13; Samuel Phipps, solicitor, Causton, Gloucester.

**LEADMAN (Alexander)**, St. Ives, Headingley, Leeds, surgeon. March 17; James Rider, solicitor, 15, Park-row, Leeds.

**LEESON (Matthew)**, late of Leicester and afterwards of White Lion Inn, Lancaster-street, Birmingham, licensed victualler. May 1; W. Billings, solicitor, 25, Friar-lane, Leicester.

**MCINTOSH (Catharine)**, 144, Westbourne-terrace, Middlesex, widow. March 14; Benbow and Saltwell, solicitors, 1, Stone-buildings, Lincoln's-inn, London.

**MOPPETT (Samuel)**, Laughton, Sussex, brick maker. March 8; Edwd. Hillman, solicitor, Cliffe, Lewes.

**MURRAY (Jno.)**, Florence-cottage, Florence-road, Southsea, a superannuated draftsman from Portsmouth Dockyard. March 21; Pearce and Son, solicitors, 13, Union-street, Portsmouth.

**NEUBALD (Chas.)**, 11, Richmond-terrace, Brighton, Esq. March 3; C. C. Hamilton, solicitor, 10, Prince Albert-street, Brighton.

**NICHOLAS (Geo.)**, 144, Harley-street, Middlesex, and of Abchurch-lane, London, Esq. March 10; E. and H. Tylee, Wickham, and Moberly, solicitors, 14, Essex-street, Strand, London.

**PAGETT (Thos.)**, Spring Villa, Oldswinford, Worcester, gentleman. April 9; Homfray and Holberton, solicitors, 141, High-street, Brierley Hill, Staffordshire.

**PASCO (Eliza)**, 63, Durnford-street, Stonehouse, Devon, widow. Feb. 28; Rogers and Chase, solicitors, 14, Queen Victoria-street, London.

**PRICE (Fredk.)**, Enfield Highway, Middlesex, butcher. March 19; Howard Rumney, solicitor, Enfield.

**RYAN (Samuel)**, Easington, Devon, yeoman. Feb. 21; Whitford and Bennett, solicitors, Courtenay-street, Plymouth.

**SHAKESPEARE (Wm.)**, Coventry, gentleman. March 20; H. J. Davis, solicitor, Hay-lane, Coventry.

**SHORTER (Jno.)**, Uxbridge, Middlesex, gentleman. March 31; Geo. Silver, 76, High-street, Uxbridge.

**SIM (Anthony)**, formerly of Coo-be Wood, Kingston, Surrey, and of 8, Kensington, Devon, yeoman. Feb. 21; Burton, Yeates, and Hart, solicitors, 37, Lincoln's-inn-fields, London.

**SIMMS (Wm.)**, Leeds, commercial traveller. March 1; H. Snowden, solicitor, 13, East-parade, Leeds.

**SIMS (Wm. A.)**, 13, Jermyn-street, St. James's, Middlesex, dairyman. March 31; E. W. Crosse, solicitor, 7, Lancaster-place, Strand, Middlesex.

**STANLEY (Jacob)**, Handford, Stafford, gentleman. March 1; Clarke and Hawley, solicitors, Longton, Stoke-on-Trent.

**SMOULT (Wm. H.)**, formerly of Calcutta, afterwards of Staple-grove, near Taunton, and late of Bishop's Lydeard, near Taunton. June 1; Philpot and Son, solicitors, 2, Southampton-buildings, Chancery-lane, London.

**SWANN (Joshua)**, Norwich, manufacturer. April 28; S. Cosens Hardy, solicitor, Surrey-street, Norwich.

**TIPPING (Thos.)**, Hockley Hill, Birmingham, formerly gun and pistol manufacturer. March 31; W. S. Allen, solicitor, 35, Waterloo-street, Birmingham.

**TRACY (Timothy)**, Lea Bank-road, Southport, Lancashire, gentleman. April 1; H. Quinn, solicitor, 2, South John-street, Liverpool.

**TURNER (Mary)**, Derby-villa, Withington, Lancaster, spinster. March 1; Hall, Janion, and Co., solicitors, 4, Essex-street, Manchester.

**WALKER (Francis)**, Swan Castle, Easington, Durham, farmer. March 1; W. Bell, solicitor, 23, Lambton-street, Sunderland.

**WARD (Rev. Jno.)**, Borrowdale, Cumberland. Feb. 3; Hayton and Simpson, solicitors, Cockermouth.

**WHARTON (Edwd.)**, Greenway-terrace, Coventry-road, and of Great Charles-street, Birmingham, silver plate. March 31; W. S. Allen, solicitor, 35, Waterloo-street, Birmingham.

**WILLIAMS (Catherine)**, Albion Hotel, Llanrwst, Denbigh, widow. March 25; Jno. R. Griffith, solicitor, Llanrwst.

**WILSON (Christopher)**, formerly of Millbank, Middlesex, distiller, but late of Leigham Avenue, Streatham, Surrey, Esq. March 10; Byrne and Lucas, solicitors, 22, Surrey-street, Strand, Middlesex.

**WORRALL (Wm.)**, Parkgate, near Rotherham, York, re-man. Feb. 27; W. Badger, solicitor, Compton Chambers, Rotherham.

**WRIGHT (Chas.)**, Sydenham, Kent, Esq. March 1; Kennedy and Co., solicitors, 1, Clement's-inn, Strand, Middlesex.

**WRIGHT (Peter)**, Liverpool, and of Hollin Hey, near Brighton, Chester, Esq. March 27; Wright and Co., solicitors, 17, Water-street, Liverpool.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Debating Societies, as to the several Examinations, and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THAT the United Law Students' Society numbers among its members many capable men is not to be doubted. If confirmation were wanting, it may be found in a perusal of The Articled Clerk's Handbook, just published by Stephens and Sons, London, the useful and instructive work of Mr. S. Ward and Mr. J. S. Rubinstein, both recently admitted solicitors, and active members of the society, the latter filling the office of hon. secretary. No articled clerk should be without this little book. Then again, we have just received, in pamphlet form, the Davis Prize Essay for 1876, written by Mr. E. C. Rawlings, an active member of the committee of this society, the subject of the essay being, "The best system of land transfer," which is well worth a careful perusal. This is also published by Stevens and Sons. The Handbook we shall again refer to.

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Conveyancing Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Equity, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

ARTICLES of clerkship, or assignments of articles of clerkship, dated on any day during February, must be enrolled and registered at the Petty Bag Office on or before the same days in the month of August next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of February, they must be produced and entered at the Law Institution on or before the same day of the month of May next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articled students.

WHERE articles expire between the 9th April and 22nd May, candidates may be examined on the 24th and 25th April next; and if between the 21st May and 2nd Nov., may be examined on the 19th and 20th June next; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

NOTICES for the final examination, and notices for admission on the roll of solicitors can be renewed within one week from the end of the month, for which such original notices have respectively been given. For further information see the Regulations of November 1875.



## BOLTON ARTICLED CLERKS' SOCIETY.

THIS society held its fourth ordinary meeting for this session on Wednesday, 31st Jan. last, at the Law Society's rooms, Wood-street, when there was a large attendance of members. Mr. Cullen took the chair. An instructive essay on "Mortgages of Fixtures and Registration" was read by Mr. Cannon, of Bolton, solicitor, one of the vice-presidents of the society, after which the case of *Ex parte Daglish, re Wild* (29 L. T. Rep. N. S. 108) was debated upon, the question being, "Was the case rightly decided?" Mr. Chambers opened the debate in the affirmative, and was supported by Mr. Pennington. Messrs. French and Ninnell opposed their view, and the discussion was taken part in by other of the members. Mr. Cannon also speaking on the subject. The question was decided by the meeting in the affirmative by a majority of eight.

## BARROW-IN-FURNESS LAW STUDENTS' DEBATING SOCIETY.

A MEETING of this society was held in the secretary's office, 2, Lawson-street, on Friday evening last. Mr. T. E. Mansfield in the chair. The subject for discussion was "A devise to A. for life, gift over on his being declared a bankrupt. A was afterwards adjudged bankrupt, but before a trustee was appointed or claim made to the property, the bankruptcy was annulled. Does the gift over take effect?" Mr. J. C. Hemingway opened the evening's debate in the affirmative, and was supported by Messrs. Henry Walker and S. Jeavons. Mr. J. Higginson argued for the negative, and was supported by Mr. R. D. Duncan. The following cases were cited: For the affirmative, *Freeman v. Bowen*, 35 Bev. 17; *Montefiore v. Behrens*, L. Rep. 1 Eq. 171; and *Cox v. Ponblanque*, 37 L. T. Rep. Ch. 622. For the negative, *White v. Chitty*, 35 L. T. Rep. Ch. 343; *Lloyd v. Lloyd*, L. Rep. 2 Eq. 722; and *Trappes v. Meredith*, 39 L. T. Rep. Ch. 366, and Ch. 727 on appeal. Mr. Hemingway having replied, the question was put to the meeting, when the affirmative was carried by a small majority.

The next meeting will be held in the secretary's office, on Wednesday evening the 14th instant. Subject for discussion, "A lease to B. for years. The lease contains a covenant that B. shall not assign without the license of A. B. afterwards, without the license of A. bequeaths the term by his will and dies. "That such a bequest is a forfeiture of the lease." Mr. R. D. Duncan will argue for the affirmative, and Mr. S. E. Mansfield for the negative. Mr. J. H. Thompson, solicitor, will take the chair.

## HUDDERSFIELD LAW STUDENTS' SOCIETY.

A GENERAL meeting of the members of this society was held on Monday, the 29th ult., at the County Court, when J. W. Piercy occupied the chair.

The chairman explained the provisions of the Acts of the last session of Parliament appointed for that evening's consideration, viz., The Bankers' Books Evidence Act, the Winter Assizes Act, and the Crossed Cheques Act (39 & 40 Vict. ch. 48, 57, and 81). He commented briefly on the history of each Act, the nature of the changes it made in the pre-existing law, and the expediency of change. A general discussion of a conversational character ensued, in which most of the members took part. Mr. Priestly then opened in the affirmative, a discussion on the question, "An estate in fee is limited to a married for her separate use. Can she convey to a purchaser the legal estate without the concurrence of her husband, and without acknowledgment?" Mr. Hastings opposed, and after a full and animated discussion the question was decided in the affirmative by the casting vote of the chairman.

## LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE third meeting this session was held on Monday, Feb. 5, at the Law Library, Cork-street, E. H. Blease, Esq., in the chair. The following was the subject for discussion: "A sends an offer by post to B. to sell him certain goods; B. accepts the offer by letter, and puts it into the post. The letter is lost in transmission by the post office and A. never receives it. A. having sold the goods to C., can B. sue A. for breach of contract?" Mr. St. J. Sparrow argued in the affirmative and Mr. H. Bremner in the negative. A very animated debate took place, in which Messrs. Melhuish, F. A. Lowndes, Broadbridge, Lighthound, W. Sparrow, Rogers, and the chairman, the chair being filled for the time by the secretary. In the course of the discussion the following cases were cited: *Adams v. Lindell*, 1 B. Ald. 681; *Potter v. Saunders*, 6 Hare, 1; *Finucane's case*, 17 W. R. 813; *Duncan v. Topham*, 8 C. B. 225; 18 L. J. 310, C. P.; *Pellati's case*, L. Rep. 2 Ch. App. 527; *Levita's case*, L.

Rep. 3 Ch. App., 36; *Gunn's case*, L. Rep. 3 Ch. App. 40; *Sahlgreen and Carrall's cases*, L. Rep. 3 Ch. App. 327; *Hebbs case*, L. Rep. 4 Eq. 19; *British and American Telegraph Company (Limited) v. Colson*, L. Rep. 6 Ex. 108; *Townsend's case*, L. Rep. 13 Eq. 148; *Harris's case*, L. Rep. 7 Ch. App. 537; *Relph's case*, L. Rep. 11 Eq. 86; *Wall's case*, L. Rep. 15 Eq. 18; Pollock on Contracts, p. 16. Mr. St. J. Sparrow having replied, the question was put to the meeting by the chairman, and decided in favour of the negative by a majority of two. There were twenty-seven members present.

## NEWPORT (MON.) LAW STUDENTS' SOCIETY.

ON Wednesday, the 31st Jan., at a meeting of the above society, F. J. Justice, Esq., in the chair, the following moot point was discussed, viz.: "A. is the owner of a leasehold interest in a house, and by a codicil to his will, after reciting the lease under which he holds, bequeaths the house, and all his estate and interest therein, unto B. for all the residue of the term of ninety-nine years therein. A. subsequently purchases the freehold interest, and dies without having altered his will or codicil. Does B. take any interest?" Messrs. Oliver and David having opened on the affirmative and negative sides, the following members took part in the discussion which followed, viz.: Messrs. Farr, Newman, Llewellyn, Jacobs, Gibbs, Evans, and Gething. The leaders of the discussion having replied, the chairman summed up the arguments and put the question to the vote, when seven voted for the affirmative and four for the negative, thus giving a majority of three for the affirmative. This was one of the most successful meetings the society has held. At the next meeting the secretary intends moving a resolution to the effect that this society connect itself with the United Law Students' Society, in order that the members may have the advantages to be derived from the union of the societies.

## MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE sixth ordinary meeting of this session was held at Cross-street chambers on the 30th Jan. last. John Addison, Esq., B.A., Barrister-at-Law, Recorder of Preston, had consented to preside, but was unavoidably absent, his place being filled by Thomas Hudson Jordan, Esq., Barrister-at-Law. The subject for the evening was the moot trial of *Francis Tomkins*, plaintiff, v. *Thomas Jackson*, defendant, being an imaginary action for slander. The chairman discharged the duties of judge, and the jury was composed of those members of the society who were present and not engaged in the case. Present: Messrs. Hill, Hielop, Watts, Williams, Atkins, Etheredge, A. Walsley, Farrington, Hardman, W. Slater, J. H. Slater, Millar, Harwood, Sykes, John Simpson, Marriott, Napier, E. Hewit, Wilde, Openshaw, Flower, Higham, Whittaker, Nuttall, Eltoft, Nadin, Samuels, the secretary, and fifteen friends. The minutes of the previous meeting having been read and confirmed, and the cause having been cried, Mr. Atkins, junior, counsel for the plaintiff, briefly opened the case with a statement of the facts, and called upon the plaintiff, Mr. Hill, to give his evidence. The latter was examined by Mr. Watts, senior counsel for the plaintiff, and cross-examined by Mr. J. H. Slater, senior counsel for the defendant. The second witness, Mr. James Thompson (Mr. A. Walsley) was examined by Mr. Atkins and cross-examined by Mr. J. H. Slater, and the third witness, Mr. Charles Drayton (Mr. Etheredge), having given his evidence, Mr. Watts summed up the plaintiff's case. The defendant's case was opened by Mr. J. H. Slater, after which the defendant, Mr. Farrington, was called, and gave evidence in support of his counsel's statements. The defendant's first witness, Mr. John Penkethman (Mr. Hardman) was examined by Mr. Walter Slater, and cross-examined by Mr. Atkins, and his second witness, Mr. John Scott (Mr. Napier), was examined by Mr. Walter Slater, and cross-examined by Mr. Watts, whereupon Mr. J. H. Slater summed up the defendant's case, and Mr. Watts replied thereto. The facts of the case were shortly these:—The plaintiff was a gamekeeper and the defendant a merchant, in whose service the plaintiff formerly was, and the action was founded on the following words uttered by the defendant of and concerning the plaintiff in the presence of the gentlemen who are the plaintiff's witnesses:—"You are a thief, I have missed many things out of my house, and you have had them." The plaintiff's evidence was framed to show that he had sustained damage. The defendant pleaded that the words made use of were true in substance and in fact, and the whole of his evidence tended to prove justification. His counsel also contended that on the authority of *Padmore v. Lawrence* (11 Ad. & E. 380), the communication was privileged. The learned chairman instructed the jury not to consider the

same as privileged, and explained to them the general effect and relevancy of the evidence which had been adduced, the relative weight and importance which should be attached to specified portions of it, what statements they were justified in viewing with suspicion, the general principles by which they should be guided in framing their verdict, and the criteria by which they should test the damages to be awarded. The jury, after a short deliberation, returned a verdict for the plaintiff, with damages £101 5s. The honorary secretary proposed, and Mr. Hill seconded, a vote of thanks to the learned chairman for the ability with which he had discharged the judicial functions; and Mr. Jordan, in replying thereto, remarked that he considered the holding of moot trials the surest way of at once gaining legal knowledge and acquiring the art of public speaking, combining as it did amusement with instruction, and thus one of the most interesting meetings of the session came to a close.

## SOUTHAMPTON LAW DEBATING SOCIETY

A MEETING of the society was held at 6, Portland-street on Thursday, the 1st instant, at 8 p.m., with Mr. F. H. Candy, solicitor, in the chair. Mr. Kelly moved "That a sub-committee be appointed and now named to revise or otherwise correct the rules of the society," and Messrs. F. H. Candy, C. F. Lucas, H. D. M. Page, and E. Kelly were nominated for the purpose. The motion was carried unanimously. The question for debate was as follows:

"A compounds with his creditors under sect. 126, Bankruptcy Act 1869, and pays, amongst his other creditors, B. 1s. in the £. Previous to the filing of the petition, B. agreed to continue to supply A. with goods on credit pending the proceedings, in consideration of A. promising to pay him his debt in full. A. continues to deal with B., and, by agreement, the balance of the old debt is placed on the top of the new account; various sums are paid, and the account is stated monthly, and a balance against A. carried on, such balances being at one time reduced considerably below the balance of the old debt, but ultimately B. sues A. for a large balance. A. claims to deduct from the amount sued for the amount of the balance of the old debt. Is he entitled to do so?"

Mr. E. Kelly argued in the affirmative and Mr. Page in the negative. Messrs. Lamport and C. F. Lucas also spoke in the affirmative. The chairman summed up, and the question was decided in the affirmative by a majority of five. A vote of thanks to the chairman terminated the proceedings.

## Queries.

LOSS OF ARTICLES OF CLERKSHIP.—I shall be favoured if you will inform me, through the medium of your paper, the best course to take when articles of clerkship are destroyed by fire, or stolen, or, at any rate, cannot be found. Is any very great inconvenience entailed? What is the best system, for an articulated clerk to learn, of book-keeping?—NUMBER NINE.

(1) It depends upon how far the requirements of 6 & 7 Vict., cap. 73, ss. 8 and 9; and of 23 & 24 Vict., cap. 127, s. 7, have been complied with. (2) Chambers's small work on book-keeping is often used.—ED.]

READING FOR THE FINAL.—What books should an articulated clerk read for the final examination, and where can they be best obtained? Should the Judicature Acts be studied?—E. B. P.

[We recommend to your notice Self Preparation for the Final Examination, by John Indermaur, published by Stevens and Haynes. Of course you must study the Judicature Acts.—ED.]

INTERMEDIATE EXAMINATION.—I was articulated on the 8th January, 1876, for five years. What is the earliest time that I can go up for the intermediate examination?—B.

[November, 1878.—ED.]

I go up for intermediate examination either in April or June of this year. Please inform me whether I shall be examined in the Judicature Acts, and if not, whether we shall be examined in the old procedure, as given in the appendix (Mr. Barber's) to "Hayne's Outlines of Equity."—LEX.

[Not on the subject of the Judicature Acts, but questions may be asked from the appendix named.—ED.]

Is a graduate in law honours obliged to pass the intermediate examination? If so, how soon can he enter for it? His term of service of articles is three years; must he wait till half that term expires, or can he enter for it after six months? which, allowing for the two years he saves by obtaining a degree, would make up half the term of five years, which he would otherwise have had to serve.—DUBITANS.

[Yes, within six months after the expiration of half his term of service.—ED.]

ASSIGNMENT OF ARTICLES.—A., an articulated clerk, covenants to serve B., his executor, administrators, and assigns, for the term of five years. A. is desirous of assigning himself to C. for the remainder of the term. Will you please say: (1) Can B. withhold his consent, and by so doing prevent A. from assigning himself? (2) If so, could not A. enter into fresh articles with C. for the full term of five years, and, after service of a sufficient period thereunder, to make up the full term of five years, apply for admission?—G.R.A.

[(1) Yes. (2) No.—ED.]





notes were copied by the agent of the plaintiff's solicitors, and the copy submitted to me was authenticated by my signature. I have always given aid to any appeal, and I have never declined on any legal or technical grounds to assist an appeal. This suit in equity alleged an agreement that the plaintiff and defendant would jointly purchase 1160 boxes of oranges. They made no joint purchase. The purchase was made by the defendant alone. It was alleged that they agreed to contribute equally towards the purchase money for the same. The purchase-money paid, viz., £462, was the money of the defendant alone. It is further alleged that they agreed to resell the same boxes of oranges so purchased at the best obtainable prices, and to divide the profits, if any, or to contribute to the loss, if any, on the resale thereof. The plaintiff then alleges that, in performance of the said agreement, the defendant, on the behalf of himself and the plaintiff, purchased the said oranges. The sum paid by the defendant was paid in his own name only. The defendant in law obtained the right of property, and he received possession of the said oranges. It was a cash transaction on his part, and the plaintiff did not contribute to the cash payment. The plaintiff brought no contribution to the payment. Then, it was alleged that the plaintiff and the defendant, carrying on such partnership—for the partnership is thus assumed without the allegation of other fact to prove it than the agreement—trading within the jurisdiction of this court, sold the said boxes at the best obtainable prices, and the plaintiff desired to have the said "partnership" transaction wound-up, and was willing to bear his share of the debts and obligations of the partnership, and he asked that the "partnership" might be wound-up, and accounts of the partnership trading might be taken. There was a lot of oranges—viz., sixteen boxes delivered to the plaintiff, and another lot delivered, on the order of the plaintiff, to one Furland. It was not shown that these oranges were ever sold by them on a joint account, or that the plaintiff had contributed any work or labour, or made any joint sales, on account of the defendant. The storage for the oranges was paid by Collis. I held that there was no evidence to sustain the alleged partnership. The counsel for the plaintiff on this declaration of my decision gave a general notice of appeal, without stating any special ground. He had cited, in his opening, cases relating to the partnership, and contended that they applied to the facts of the present case. This notice of appeal, I inferred, arose on account of the inference I drew, adverse to the fact of an alleged partnership, and as being against the weight of evidence. The suit appeared to me to be in the nature of an attempt to obtain specific performance of an agreement for a partnership. The acts done by the plaintiffs as respected the disposal of the oranges received by them did not appear to me to have been sales on a joint account or part performance of the agreement. I alluded, in the course of discussion during the hearing, to acts necessary to be done to displace the legal right of property to the oranges in the defendant; and what was necessary to prove a joint title to the oranges in the plaintiffs. Having chiefly verbally given my judgment, I am unable to repeat correctly what was spoken by me in July last. The dispute related to an alleged partnership in the sale of a perishable commodity purchased by the defendant, and in respect of which the defendant desired no benefit whatever from the plaintiffs. The real question is, whether or not the inference I drew is correct or not? If I drew a wrong conclusion it appears to me that my conclusion should be corrected.

## LEGAL NEWS.

**IRISH LEGAL APPOINTMENTS.**—A Dublin correspondent telegraphs under date Wednesday: "Mr. Gibson, Q.C., one of the members for the University of Dublin, has, subject to the Queen's approval, accepted the office of Attorney-General, vacant by the promotion of Mr. May to be Chief Justice. It is also understood that Mr. Plunket, Q.C., the senior member, has resigned the Solicitor-Generalship, and that Mr. Gerald Fitzgibbon, Q.C., Law Adviser to the Castle, will be recommended to Her Majesty to succeed him. The Queen's letter appointing Mr. May to be Lord Chief Justice of Ireland has arrived." It is believed that his re-election for Dublin University will not be opposed.

**MR. T. J. ARNOLD**, one of the London police magistrates, who has been seriously indisposed for some time, has now been granted two months' leave of absence by the Secretary of State. The learned gentleman, who is seventy-three years of age, was called to the Bar in 1823, and was appointed a magistrate at Worship-street in 1847.

**THE Society of Arts** memorial, praying the Lord Chancellor to cause the Patent Law Amendment Act of 1852 to be carried out in its integrity, has

now been signed by 1150 persons interested in patent law reform, including nearly all the principal patent agents, representatives of Chambers of Commerce, Members of Parliament, manufacturers, engineers, artisans, members of mechanics' institutes, &c.

## CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**PARSONS V. TINLING.**—The decision in *Parsons v. Tinling*, reported (35 L. T. Rep., N. S., p. 851), is so startling and so wide in its application, that your readers will be interested in the fuller report in the *Liverpool Courier*, which I have procured and now forward to you. I know not whether the case will be carried further on appeal, but before the Profession acquiesces in the decision of the Common Pleas, the following points appear to deserve attention. "Abide the event" is a technical term constantly used in rules of court and judges' orders, and it is submitted that when it is used in an Act of Parliament relating to a technical subject, it must be taken to have the technical meaning. In orders of reference, whether compulsory or voluntary, costs of cause are usually directed to "abide the event;" but it is well settled that this is subject to the County Courts Act (see the note in *Day's Com. Law Proc. Act*, p. 248, 4th edit.). In the case of *Robertson v. Stern* (13 C. B. 252), the late Mr. Justice Willes said: "The statute and order are not necessarily in conflict; the section adds to the ordinary events of a cause a third and modified one, namely, for the plaintiff, but without costs, unless he obtain an order." Again, sometimes an order is made to postpone a trial or grant a favour to defendant, on terms that he pay a certain sum into court "to abide the event." If a smaller sum is ultimately recovered by the plaintiff, it is never pretended that plaintiff is entitled to the whole of the money in court. If the present decision is right, the rule of distributive issues under the Common Law Procedure Act 1852, sect. 75, &c., would appear to be superseded, and judges must, in all cases where this rule has hitherto applied, be asked to make special orders as to costs. By the Common Law Procedure Act 1854, sect. 44, "where a new trial is granted on the ground that the verdict was against evidence, the costs of the first trial shall abide the event, unless the court shall otherwise order." These words appear as precise as Order LV., and yet the Court of Exchequer (upsetting the Master) held, that if the party loses the first trial and gains the second, he is neither to pay nor receive the costs of the first, unless the court orders otherwise. Had these points been put before the court, I venture to think their Lordships would not have felt bound to interpret what is at best a doubtful expression as a repeal by implication of distinct and most salutary enactments.

OBSERVER.

JAN. 20.

**EXAMINATIONS FOR THE BAR.**—May I ask the favour of your inserting in your paper a few remarks on the letter of an "Eye Witness," which appeared in your issue of Jan. 20, regarding the "cribbing" which he states he observed at the last examination of candidates for the Bar. I have been absent from town since the examination, or I would have noticed the matter sooner. No one for a moment, I should think, could defend the practice of "cribbing," because, putting aside anything else, the men who enter for these examinations distinctly, by implication, assent to be subject to the conditions under which they are held, and they (the candidates) know very well that one of those conditions is that notes, &c., are not to be referred to. It is, however, very much to be deplored, but unfortunately it is inevitable, that in all large bodies of men there should be certain individuals who have a lower estimation of what is right and honourable than the rest, and accordingly, among the large number of students for the Bar, it is not surprising if a certain portion are so mis-rupulous as to "crib." Under these circumstances, the Council of Legal Education takes such measures for the conduct of the examinations as shall sufficiently act as a check on any malpractices, without unfoundedly and improperly throwing discredit and disgrace on the general body of the students. Accordingly, the examination is held in the hall of Lincoln's Inn, which is very spacious. The examiners are seated in such a manner, and so far apart, that they cannot easily communicate unobserved, and two respectable and intelligent servants are employed to walk up and down the hall, their duty being to report any gentleman who is guilty of referring to books, &c., or seeking assistance in any other way. Well, sir, I was present at the examination, some of the incidents

of which your correspondent so vividly describes, and the whole arrangement appeared to be very well carried out. I saw none of the malpractices which "Eye Witness" details, or anything at all similar to them, and if they had been as general and as openly perpetrated as he would lead the public to suppose, I do not think I could have failed to observe them. What does "Eye Witness" propose? What is the "sort of man" who alone is to be considered worthy of the enviable occupation of seeing that gentlemen do not "crib"? What signifies it that he is a superintendent of waiters or a putter on of gowns, so long as he is respectable and intelligent? The council and the officials entrusted with the management have done all they could without assuming that the students as a class are dishonest, and I don't think they will find any grounds for this assumption in your correspondent's letter. Finally, does it follow that because one sees certain of his comrades doing what is wrong, therefore he should trumpet the fact forth to the world and attempt to throw discredit on the whole of them? I deprecate cribbing quite as strongly as "Eye Witness" does, but what I consider is equally to be deprecated is the conduct of the student who, taking advantage of his position to watch his fellows, for no apparent reason publishes their misdeeds, throwing dirt on the body whose honour he loudly professes to be his first care.

A. C. MARSHALL (Student of Lincoln's Inn).

[On this principle many abuses would escape. We think "Eye Witness" was fully justified in the course which he took.—ED. L. T.]

**THE TWO BRANCHES OF THE PROFESSION.**—I believe it is now admitted that there is in England but one legal Profession, of which both barristers and solicitors are members, though of different branches of it. I also believe that there is a very general opinion that, while a complete fusion of these two branches of the legal Profession would be impracticable, yet that the restrictions which at present exist upon the passing of a person from one branch to the other ought at least to be considerably modified. The circumstance that the line of demarcation between the two branches is drawn from the very first day that a person who intends to join the legal Profession takes the necessary step for that purpose, in effect, deprives such person of any opportunity of judging for which branch he is better fitted, and hence it often happens that a person, after he has become a member of one branch of the Profession, finds, from experience and observation, that he is better fitted to practise in the other branch. At the present time a solicitor who is desirous of being called to the Bar is obliged to commence his legal career *de novo*, as if he had not before been connected with the legal Profession; though a barrister who desires to be enrolled as a solicitor has the privilege of completing his articles in three years, instead of in five. In both cases the same stamp duties are paid as are paid by persons previously unconnected with the Profession. Assuming the principle to be admitted that it is desirable that a person who has become a member of one branch of the Profession should be able to pass to the other branch with the interposition only of such delay as may be necessary to enable him to acquaint himself with the new duties and functions which he is about to undertake (and I think this is generally admitted at the present day), it appears to be unreasonable that such a person should be subject to the payment of a double stamp duty to the Exchequer. Under the Stamp Act of 1870 (33 & 34 Vict. c. 97) a person must, before being called to the Bar, have paid the following duties: Upon his admission to be a member of an Inn of Court, £25; upon his admission to the degree of barrister-at-law, £50; making in all a stamp duty of £75 paid by such a person. Under the same Act a person must, before being admitted as a solicitor, have paid the following duties: Upon his articles of clerkship, £80; upon his admission as a solicitor, £25; making in all a stamp duty of £105 paid by such a person. Now I think it must be admitted that either of these duties is a sufficiently heavy tax, even upon the first entrance of a person into the legal Profession; and yet when a person who has become a member of one branch of the Profession, and has paid in stamp duties a sum of at least £75, and perhaps of £105, is desirous to pass from that branch into the other, he is obliged to pay the same stamp duties as if he were then for the first time entering the Profession, so that, before he can practise in the branch finally chosen by him, he is obliged to pay the very unreasonable sum of £180 for stamp duties. It has already been shown that it is impossible for a person entering the legal Profession to obtain the necessary materials to enable him to decide for which branch of it he is best fitted, until he has already committed himself to one branch. Having found out his error, it is sufficiently unfortunate for him that there should be further delay and consequent expense before he can be admitted

to the other branch, though that there should be some delay seems to result from the different nature of the functions of the different branches of the Profession; but that such a person should be liable to the payment of a double stamp duty seems to be unreasonable. This double stamp duty is, in fact, only justifiable, if at all, on the ground that barristers and solicitors, instead of forming together one profession, form, in reality, two distinct professions. I do not think that this ground can at the present day be maintained, and if not it is evidently unfair to impose a double stamp duty on the entrance to one and the same profession. Even, however, if it could be contended that barristers and solicitors form two distinct professions, that would not justify the imposition of a double stamp duty if it appear to be desirable to facilitate the passing of persons from the one profession to the other. This reasoning has already on two separate occasions met with the approval of Parliament—viz., in the cases of Irish and of Scotch barristers, whose professions are clearly distinct professions from the legal profession in England. In the case of Irish barristers it was provided by the Stamp Act of 1870 that a person who has been admitted a member of the Society of King's Inn in Dublin shall be exempt from the payment of any duty upon his admission as a member of an Inn of Court in England, and that a person who has been called to the Bar in Ireland may be called to the Bar in England upon payment of a stamp duty of £10. The result of this enactment is, that a person who has been called to the Bar in Ireland and is subsequently called to the Bar in England, pays no more stamp duty to the Exchequer than if he had been called to the English Bar in the first instance—viz., £75; for of the £75 paid by him before being called to the Bar in Ireland, the sum of £10 is repaid by the Government to the treasurer of the Society of the King's Inns, Dublin, and is applied by the latter for the benefit of that society. (See 33 & 34 Vict. c. 97, s. 31). And, therefore, it is but just that upon the English call he should pay a further stamp duty of £10 to the exchequer, for otherwise he would have paid £65 only for stamp duty. An Irish barrister being thus entitled to be called to the English Bar without the payment of a double stamp duty, it was considered unjust that a person who had been admitted an advocate in the Scotch courts, and had upon such admission paid a stamp duty of £50, should be subject (as under the Stamp Act of 1870 he was subject) to pay a further duty of £50 upon his admission to the degree of barrister-at-law in England. The Stamp Act of 1870 was accordingly amended in this respect by an Act of 1874 (37 & 38 Vict. c. 19), which provides (sect. 1) that no stamp duty shall be payable upon the admission in England to the degree of barrister-at-law of a person previously duly admitted as an advocate in Scotland. It will be observed that this Act does not exempt a Scotch advocate from the payment of the duty of £25 upon his being admitted a member of one of the Inns of Court in England, although, by the Stamp Act of 1870, an Irish barrister is exempt from the payment of that duty. The reason is that the Irish barrister paid that duty before his Irish call, viz., upon being admitted a member of the society of the King's Inn in Dublin, whereas no such duty is payable in Scotland by a person admitted as an advocate. The result of these enactments is that a person not connected with the legal profession of any country, may be called to the English Bar upon payment of a stamp duty of £75, and that a person who has been admitted as a barrister in Ireland, or as an advocate in Scotland (although clearly not a member of the English legal profession), may be admitted a barrister in England upon making up the stamp duty paid by him to the Exchequer before his Irish or Scotch admission to the sum of £75. And yet a person who is already a member of the legal profession in England, and who has paid to the Exchequer the prescribed duties upon his admission, is obliged, if he wishes to pass to the other branch of his profession, to pay a further stamp duty of the same amount as if he had never been a member of the legal profession, and had never paid any stamp duty to the Exchequer upon his admission as such. The object of the accompanying draft clause is to remedy this state of the law. By this clause, a barrister who is desirous of being admitted as a solicitor is made liable to pay only £30 further stamp duty, being the difference between the £75, which he must have paid before he could be admitted as a barrister, and the £105 which every person must pay before he can be admitted as a solicitor; and a solicitor who is desirous of being called to the Bar is exempted from the payment of any further stamp duty, the sum of £105, which must have been paid by him before he was admitted a solicitor, exceeding the £75 payable before a person can be called to the Bar. In the wording of this clause the phraseology of the statute as to Scotch advocates (37 & 38 Vict. c. 19, s. 1), has as nearly as possible, been adopted. As the proposed

amendment affects the Revenue, it will, of course, have to be considered by the Chancellor of the Exchequer; it should not, however, meet with any opposition from him, considering, first, that it will remedy a substantial injustice which at present exists; secondly, the precedents of the cases of Irish and Scotch barristers; thirdly, that there are now comparatively few persons who, having expended their time and money in obtaining admission to one branch of the Profession, have the courage to abandon that branch, and get admitted into the other, the loss to the Revenue will be very small. Nor can it be objected that there will in practice be any difficulty in working the clause, for, as I have already shown, a similar exemption to that now proposed obtains in the case of Irish barristers and Scotch advocates who are called to the English Bar." LEX.

**LEGAL HONOURS.**—Perhaps you or some of your readers will be kind enough to explain why it is that the "honours" obtained by solicitors at the final examination are never recorded in the Law List. I observe that every conceivable distinction obtained by members of the Bar in their examinations is carefully noted up in the List of "Counsel," why, then, should a "Clifford's-inn prizeman," the "senior wrangler" of our Profession, be denied any mention of his well-earned position? This has always seemed to me a glaring anomaly, and, being anxious a short time since to ascertain whether it arose from mere oversight, I addressed a letter to the editor of the Law List upon the subject, and was honoured by the curt reply "that such announcements are inadmissible." The matter seems to me well worthy the attention of the council of the Incorporated Law Society, and I should be very pleased to see the error rectified in the next issue of the Law List. A NON-PRIZEMAN.

**BUFFOONERY ON THE BENCH.**—I had occasion yesterday to be a spectator at the Shoreditch County Court, Old-street, City-road, and was surprised at the remarks made by the learned judge. To give an instance: a witness was asked his (witness's) occupation. He replied, a coostermonger. The judge answered, "Oh, that is very general; everybody is a coostermonger except solicitors and barristers." There were several solicitors and a barrister present, and doubtless they were obliged to the judge for his learned distinction. Shortly after this a case was called on where the plaintiff was suing for damages for breach of contract, on the non-delivery of three cows. There were several witnesses, and the defendant's solicitors made the usual request, where the evidence is likely to be conflicting, namely, to have the witnesses out of court. The judge said, "Oh, rubbish. Go on." The same solicitor asked the plaintiff, in cross-examination, how he arrived at the amount of damage claimed, as he had simply put a lump sum upon the particulars. The judge said it was unnecessary, as he presumed his damage to be £5 for each cow. The plaintiff was requested to make out specifically his damage; the judge replied that the court was not a place to learn reading and writing. I have always understood that the ordering of witnesses out of court was an old-established rule, and has a most salutary effect in arriving at the truth. Again, when a plaintiff brings an action for damages in the Superior Court, the onus is always upon him to prove the expense and loss he has been put to. Perchance the Shoreditch County Court, being an inferior court of record, the rules followed by its superior brother do not apply. As a matter of amusement to idlers at the court, the running comments and satire of the judge may have an exhilarating effect; but it is anything but encouraging to the parties interested, particularly when the jokes and personal rebuffs are on the wrong side. Feb. 6. SPECTATOR.

[We are sorry to say our attention has before been called to this kind of thing.—ED. SOL.'S DEPT.]

**ACCOUNTANTS PRACTISING AS SOLICITORS IN BANKRUPTCY BUSINESS.**—You will no doubt remember our writing you respecting a bankruptcy petition having been filed by an accountant (a copy of the notice convening first meeting being enclosed); of course, as you said in your article on it, there was nothing on the face of the notice to render the accountant liable under the Stamp Act 1870. However, since then the first meeting has been held, and in the list of creditors this accountant appears as a creditor for about £20, and when he was asked how the debt was incurred, he said it was for money lent, and when further pressed he was compelled to own that this money had never been really advanced, but that he was to receive that amount from the bankrupt for his trouble. We are of opinion that sufficient evidence could be obtained to get a conviction under sect. 60 of the Stamp Act, 1870. Perhaps it would be as well to state that we informed the Incorporated

Law Society of what we sent you previously, and also the Legal Practitioners' Society, but they have taken no notice of our communication.—A FIRM OF COUNTRY SOLICITORS.

[You should bring the matter to the notice of the Inland Revenue Commissioners yourselves. The proof in question cannot be sustained.—ED. SOL.'S DEPT.]

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

90. **VENDOR AND PURCHASER ACT.**—A. executed a mortgage in fee to T., and paid it off in T.'s lifetime, and took a receipt but no re-conveyance. T.'s only children are his two daughters, who are his executrixes and residuary legatees. One of his daughters has since married. It is considered that under sect. 4 the executrixes can as such convey the legal estate, and that the husband of the married daughter must join. Is it necessary that the deed should be acknowledged under the Fines and Recoveries Act, this ceremony not being in terms dispensed with by this section? It is also considered that after payment of the mortgage debt T. became "a bare trustee," and that upon his death the legal estate was vested, under sect. 5, in the executrixes, and that by sect. 6 the married one can convey, without acknowledgment as a *joint* *seid*, without the husband's concurrence. Is this view correct? J. R.

91. **WILL.**—A testator by his will, dated in 1864, appointed A. his executor, and devised all trust and mortgaged estates vested in him to B. Can A., as such executor, on payment off of a mortgage made to the testator, convey the legal estate in the mortgaged premises to the mortgagee by virtue of the Vendor and Purchaser Act 1874, notwithstanding the devise of mortgaged estates contained in the will? H. S.

92. **CONVEYANCING.**—Money is raised by public subscription for founding a home for a certain class of destitutes, and therewith is purchased a house and premises for carrying on the work. The conveyance is taken in the names of trustees in the usual way. Should the deed be enrolled? NICH.

93. **THE RIGHT OF SOLICITORS TO SEE PRISONERS.**—I should feel obliged if you would kindly favour me with your opinion as to whether or not a superintendent of police is justified in not allowing the solicitor of a prisoner an interview with the latter when in custody. In the district where I practice it is the custom of the police to refuse the prisoner's solicitor to see prisoners until they have had him in custody some time, and have frequently, in the interval, obtained some admission from the latter. A SUBSCRIBER.

[The practice complained of—and not confined to your case—is a very reprehensible one. We refer you to Mr. Eve, solicitor, of Aldershot, who, in similar circumstances, took proceedings against the police officer, under the Constabulary Act (2 & 3 Vict. cap. 93). See LAW TIMES, Sept. 4, 1875, p. 337; and Sept. 25 following, p. 358.—ED.]

94. **NEW RULES OF COURT.**—Will any of your readers inform me what are the dates at which additional rules of the Supreme Court have been made since those of December, 1875. C. E. E.

95. **RIGHTS OF SOLICITORS TO PRACTISE IN THE COLONIES.**—Will any of your correspondents inform me (1) Whether an attested clerk, who has passed his final (but is not admitted), can be admitted in the colony of Australia and practice there? (2) Whether he must be admitted here to practice in that colony? A SUBSCRIBER.

### Answers.

(Q. 79.) **PARTY WALLS.**—How is it possible to answer a question so badly put? Is the party wall within the district affected by the Metropolitan Buildings Act, 1855 (18 & 19 Vict. c. 122), or any similar statute? What is the nature of the property of the "one owner" in the party wall? Is it as tenant in common with the other co-owner or does each own a distinct portion of the wall and the land upon which it is built? L.

(Q. 1.) **STAMP.**—The Commissioners have lately adjudged that a deed of appointment of new trustees, which contains a conveyance of the trust premises from the old to the new trustees, requires two stamps of 1s., which is contrary to the view expressed by your correspondent "Ned" on this subject in LAW TIMES for Nov. 18, 1876. C. J. RAWLINS, Romford.

(Q. 81.) **ACKNOWLEDGMENT.**—The doctrine of *Tyler v. Meads* does not apply in this case, as the mortgaged estate is not vested in the married woman for her separate use. The mortgage cannot be transferred without acknowledgment. VADITE.

(Q. 83.) **DOWER.**—The real estate of a person dying intestate is expressly charged as assets to be administered in courts of equity, for payment of the debts of the intestate. See 3 and 4 Will. 4, c. 104, sect. 1. The widow has no right to dower prior to the creditor's claims against the real estate, which is clearly explained by 3 and 4 Will. 4, c. 106, sect. 5. See *Williams R. F.*, 11th edit, page 234. C. H. S.

(Q. 86.) **LAW OF HUSBAND AND WIFE.**—It is clear that the husband would be entitled to the whole of the rents and profits which might arise from the lands so devised to his wife, and acquire a freehold estate therein during coverture. On the decease of the wife, the lands would descend to her heir-at-law, subject to the husband's courtesy. The husband would not be entitled to as



estate by the curtesy, unless he had issue by his wife that might by possibility inherit the estate as her heir. The wife cannot devise the lands so as to deprive her husband of his estate by the curtesy. If the wife should die without issue, her husband her surviving, the lands would descend to her heir. If the wife survive her husband, her estates in fee simple will remain to herself and her heirs after his death, unaffected by any debts which he may have incurred, or by any alienation which he may have attempted to make. See Williams B. P., 11th edit., 221 and following pages. C. H. S.

—On the decease of the married woman the property will, subject to the husband's curtesy, descend to her heir-at-law or customary heir. She cannot make a will devising it (during the continuance of the coverture), and so deprive her husband of his curtesy. If she die without having had any issue, her husband has no right in the land. If she die, having had issue which was capable of inheriting her estate, but did not survive her, he will be tenant by the curtesy; if she survive him, any attempted disposition by his will would be void. VADUUM.

—Your correspondent "Soot" will find the law which he requires collected in Bacon's Abridgment, title, "Curtesy of England." To take the simple case of land left in fee simple to a woman who was married without settlements, who has children, and who has entered into possession; then, at her decease, the land becomes her husband's for his life. She cannot by will deprive him of his life estate, and he will be equally entitled to it if none of the children survive the mother; but, if there never has been any issue born alive of the marriage, the husband at her death will have no right to his curtesy. If he dies before his wife he has no interest in the land to dispose of by will, which will then remain to the widow and her heirs. L. A. D.

## LAW SOCIETIES.

### SOCIETY OF ARTS.

#### CODIFICATION OF THE CRIMINAL LAW.

UNDER the auspices of the Trades Union Congress Parliamentary Committee a meeting was held on Tuesday evening last at the Society of Arts, John-street, Adelphi, when Sir J. Fitzjames Stephen, Q.C., K.C.S.T., delivered a lecture on "A Penal Code." The chair was taken by the Right Honourable Lord Coleridge, Chief Justice of the Court of Common Pleas; and amongst those present were Baron Bramwell, Lord Fortescue, Mr. Holmes, M.P., Mr. Mundella, M.P., Professor Hunter, Mr. Hinde Palmer, Q.C., Admiral Maxse, Mr. F. Meadows White, Mr. E. S. Wright, Mr. C. M. Roupell, &c. The hall was densely crowded, the majority of those present being working men, who appeared to take great interest in the subject.

Lord Coleridge, in opening the proceedings, said they were met together that evening for the purpose of listening to Sir Fitzjames Stephen, an authority on the subject of codification well worth listening to, so that for the present he (the chairman) would refrain from addressing them.

Sir J. Fitzjames Stephen, Q.C., upon rising to deliver his lecture was loudly cheered. He said that before he entered upon the subject of a penal code, he would say a word as to how the present lecture originated. At the meeting of the Trades Union Congress, held last summer at Newcastle, his friend, Mr. Crompton, read a paper on the codification of the criminal law, in the course of which he was good enough to make a flattering reference to himself (the speaker.) Subsequently a correspondence ensued, and in the result he was asked to address them that evening. He felt it was an honour to a person who had devoted his leisure for a long period of time to studies usually supposed to be exceedingly dry, not to say repulsive. If he had tried to attract public attention, it was a great satisfaction to feel that a large and important section of the community which the meeting represented took an interest in his work and wished to know how it had proceeded. He must say that it had been to him a subject of great surprise that while the slightest alteration in the machinery by which laws were made should excite such intense and passionate interest, the laws themselves, when they were made, and even those which influenced all of them, and which they were bound to observe under a penalty of life, liberty, or reputation, should be treated, not as a subject of liberal study and education, but as a sort of mystery known only to a few students, and incapable of being known to the world at large. For his own part, he had long been of opinion that if the law were put into a form so intelligible that persons by taking a reasonable degree of trouble might acquaint themselves with it, it would form a branch of study as interesting and as curious and as generally popular as almost any other. (Hear.) He thought, for instance, we might fairly say that the criminal law, the law of contracts, of wrongs, and many other subjects of the same kind, were quite as interesting as the subject of political economy, which had attracted, justly or rightly, so much attention. He could not but hope, that if the law were thrown into such a shape they would not only have done something

of the greatest possible convenience, but would have added a new branch to literature, a new topic of public discussion. (Cheers.) Without further dwelling upon these generalities, and assuming that it was generally agreed that the object aimed at was a desirable one, he would come to the subject itself. And, first of all, he must observe, that in regard to all questions connected with codification, two great questions arose—first, how they were to draw the code; and, secondly, how they were to pass it into law? In regard to the second of these questions, no one was better aware than himself of the extraordinary difficulty which it possessed. Drawing up a reduction of law to a set of systematic propositions was just as much a literary work and a work of art as the writing of a book, and, as such, if it were to be done well, the great branches of it must be the work of one mind (hear, hear), although it might and ought to be carefully kept in check by other minds. They would never get Parliament to put so great confidence in any one person as to entrust him with a work of that kind; on the other hand, it was a work which Parliament could not do for itself. The difficulties of legislation were exceedingly great, and he spoke from an experience which he did not further wish to remark upon. Parliament had done many great and noble works, and it was for that body, in its wisdom, to determine upon the proper manner of throwing the law into what he conceived to be its proper form. Not having the honour of a voice in the deliberations of that body, he could only hope that they would find the proper means of doing it. (Cheers.) With regard to the manner in which codes should be drawn, and what they should contain, and that more particularly as to the character and contents of a penal code, although the words "criminal law" were very short, and the phrase was simple and familiar, they would find that when they came to look at the matter more in detail, it was a very difficult thing to separate it clearly from the other parts of law, and consider it as a branch standing by itself, for the nature of all law was such that its different branches ran into each other. Before they could understand the law of theft they must know a good deal about the law of property; before they could understand the crime of bigamy, they must know what constituted a valid marriage; therefore, when they had separated the criminal law from the rest of the legal system of the country, that was their first task in codification, and was one which presented, not by any means insuperable, but considerable difficulties which ought to be dealt with and allowed for. (Hear, hear.) In the first place, one would say generally that a crime was an act which was punished by the law which was, in point of fact, punished by the law, whether it ought to be or not. One branch of the law defined crime and allotted punishments, and another pointed out the mode and proceeding. There was the law relating to crimes and punishments, and that relating to criminal procedure. If they codified they would have two codes, the first a penal code, that was a code defining crimes and fixing a punishment to them; and then they would have a code of criminal procedure, defining the manner in which the person suspected of crime was to be arrested, tried, and punished. Upon the present occasion, he would confine himself to the first branch of the subject, viz., a penal code; and here, again, it was necessary to limit the subject within certain bounds. In one point of view, they might describe almost every law as being criminal law, because every law was in the nature of a command, addressed to a person or to persons, and it involved a penalty in case that command was broken. They would find a large number of Acts which no one would call parts of criminal law, which nevertheless did afford a great variety of Acts. Having set aside what they might call occasional offences and penalties, they then came to what did form the bulk of the criminal law, that was to say, acts which were regarded on general grounds morally were regarded as acts which were to be prevented by the fear of punishment; and that is what he meant by the criminal law. Almost every act highly injurious to the public at large or to the public morals, and also every act by which the person, reputation, or some of the rights of individuals, or property of individuals injured of a bad motive, were in general crimes. They must not suppose that those who spoke of codifying the law wished radically to change it. (Hear.) They must begin by re-arranging, by seeing what was absolute, what was technical, or belonged to the past ancient generation. They must go through the whole of it, and adapt it bit by bit to the present state of knowledge and feeling; and that was the object proposed by those who wished to codify the law; and the object, he must say, was one which ought to appeal to men of all political opinions. (Applause.) It must appeal to the Conservative, because nothing was better for the law than putting it before the public in a plain and intelligible form; it must appeal to the Liberal, because nothing could

more tend to set forth the abuses in the clearest possible light. (Hear, hear.) In order to construct such a penal code as would reflect the feelings, the loyalty, the good sense, and the orderly temper of the present day, it was necessary first to ascertain clearly what the law of the land was, and then to consider what it ought to be, and, lastly, to ascertain how they were to take from that which is, to put it to that which ought to be. The first point they had to consider was, What was the law? Having devoted very much time in various forms, both to the study and the practice of this branch of it, he might tell them that they might consider it, first, in regard to its substance, and next with reference to its form or manner of expression. As to its substance, he felt no hesitation in saying that at the present day the greater part of it—those parts which were commonly in use, and which they saw in working every day at the Old Bailey, or at the courts of Quarter Sessions—upon the whole was eminently rational and humane, and the more they came to understand it, the more they would comprehend the true nature of its principles and procedure, and the more they would see that it was a system on the whole to be tried. (Hear, hear.) He was bound to confess that the character of humanity and reasonableness, which he claimed for it, was not of old date. Within living memory it was disgraced in certain respects by cruelty, and also in certain technicalities, and which, in some instances, that cruelty was evaded and utilized. The condition it had been brought to at the present day was one of the results of that general wish to improve all our institutions, which had acted so powerfully upon every part of the history of this country for the last half century. At least the subject was obscure and technical, and if they were to contrast the criminal law of England as it was even fifty years ago with the laws that were now they would be as much surprised at the changes as if they were to contrast Parliament for a similar period of time. With regard to the form of the law, he did not wish to speak rashly, certainly not disrespectfully, of a system of which he had had much to do; but he thought the form of English criminal law was about as confused, as intricate, and as objectionable in every possible way as it could be made. If the object had been to conceal its substantial merits, and enable people to make it thoroughly unpopular on good grounds, he should say excellent means had been taken for that purpose. The law was composed of three distinct elements. First of all, a large proportion of it existed in the form of unwritten rules and principles, which were often commonly said to be handed down by tradition by one generation of lawyers and judges to another. The books in which these principles were writtendown were not in themselves authoritative, they were merely the record of the opinion of the writers as to law as they then knew and understood it. The result of that formed one element of the law; another element consisted of Acts of Parliament; and the third consisted of reports of cases which had been decided in some instances. The result was that the law formed an enormous mass of Acts of Parliament, text books, and reports of decided cases; and when they came to study them they would perceive that the total mass put together represented an extraordinary amount of experience and solid good sense, and great shrewdness and observation upon the part of a long succession of judges to adopt this unwritten law to the wants of successive generations. The whole mass did contain an immense amount of what was valuable; but, on the other hand, it contained it in a shape enough to drive the most patient student to distraction. (Hear, hear.) A work had lately been published, which, he supposed, was regarded as a great authority on all questions of criminal law, called Russell on Crimes. It had been edited by various learned persons, for Sir William Russell published his book more than fifty years ago, and in its re-publication there was a learned collection of all the authorities he had been referring to. It contained altogether 2886 octavo pages; it filled three enormous volumes, and it cost 5½ guineas. That mere statement of the matter gave rather an inadequate notion of the degree of labour of making out its contents, and reducing the matter to a practical shape. If they were to have a good penal code they must, first of all, "boil it down" into a small compass, and get out of it the net result of what it contained. (Hear, hear.) As to the question of codifying statutes, in the first place the statute law consisted of a great number of Acts of Parliament, defining with very great precision and elaboration different offences which it was intended to punish, and they must say, How could you shorten or abbreviate that in any way unless without altering it? But there were ways of expressing the same meaning in words of greater or less clearness and length. In the 11th section of 24 & 25 Vict. c. 97, the words contained thirty-two lines, and it was all on sentence. (Laughter.) In older Acts of Parliament they would find that sections were not introduced; now they were better drawn but



even at the present day there were defects in their construction. Acts of Parliament must be much more shortly expressed, and by a judicious packing, so to speak, put into a very small compass indeed. When they had worked out the net result of all the Acts, then they were in a condition to say what was the existing law of the country, see where it was antiquated, technical, and improper, and then alter it; but until that was before them, they might talk for ever about reforming the law. He was very anxious to avoid the appearance of puffing works of his own composition, but since they had done him the honour of asking him to deliver the present lecture, he could not very well avoid what he was about to say regarding a certain work to which he had devoted his leisure for several years. Once, through the great kindness of Lord Coleridge, when he was Attorney-General, under his instructions, a Bill for the codification of another branch of the law was drawn and submitted to Parliament, but it never got further than being "mentioned" in Parliament, and that on the very last day of the session of 1873. (A laugh.) He (the speaker) also attempted, on another occasion, with the assistance of another highly valued friend, the Recorder of London, Mr. Russell Gurney, to prepare a Bill for the codification of the law relating to homicide. That Bill did get as far as a "select committee," who made a report in favour of the measure, but did not quite see their way to further action in the matter. This experience had led him to the conclusion that it was very undesirable to attempt to codify a little bit of the law, because one could hardly do so without touching on subjects which would affect the rest of it. If they codified at all, they ought to do something on a considerable scale. (Cheers.) He thought it possible, without asking the assistance of Parliament, to take a large branch of the law and reduce it to the shape to which he had referred. He contended that every part of the law might be reduced with proper pains and labour, and accordingly he had employed his leisure of some time past in performing the operation upon the criminal law. He had now practically completed, and had just got ready for the publication of this book (cheers.); and he hoped in the course of a very few weeks to publish it. He had undertaken this work more or less too, as a public matter, and in the hope that it might be of some public service. Having to the best of his ability travelled through with the different authorities, and sifted the wheat from the chaff, and arranged it in a consecutive manner, the net result of it was that the law as it now stood, "with all its imperfections upon its head," and with all the drawbacks to its merits, could be expressed, and he had so expressed it in the shape of a book of about 300 moderate octavo size pages. (Cheers.) The difficulties of the subject were so great that it was hazardous to say it was completed, but he would be prepared at the proper time and place, and before any body of persons competent to prove his words, to say that the book contained practically the whole of the criminal law as it at present stood, and might safely be taken as a starting point, upon which legislation might ultimately be based. Of all departments of law the easiest to arrange in an intelligible and systematic manner, was the criminal law. It would fall into various divisions. First, a variety of general principles as to what constitutes criminality and what constitutes an excess of acts which would otherwise be criminal; then they would have to define what constituted participation in crime; then there was the definition of punishment to be inflicted; then they would go to the different crimes that might be committed; then came offences against public authority, and acts injurious to the public at large. They might pass to the causes which affected individuals as regarded their persons and their property. Though there were some cases in which breach of contract was concerned, such as the law of conspiracy, and of master and servant, and on such matters they ought to have the most distinct and definite statements. The law on all these subjects might be greatly compressed. Though when they had gone through that process of sifting, they would have some kind of notion how interesting, and, at the same time, how difficult and laborious the study of the law was. He would be the last person in the world to depreciate in any way the extraordinary amount of labour, ingenuity, and ability displayed on certain subjects in the English law books. He thought it would be a public misfortune to re-enact the criminal law of England just as it stood in its present condition, for it required much change, not only in its form but also in its substance, for it contained some things that were obsolete, some things excessively technical and intricate, and also there would be found a great deal of matter very clumsily arranged. In order to make such a penal code as the nation ought to expect, it would be necessary that the person who prepared it should have full liberty to suggest wide or extensive amendments in the law itself.

(Hear, hear.) He suggested that they should go through some statement of the criminal law, remedy one by one its various defects, remove those parts of the law which are obsolete; and by making those changes they would have improved the law to a considerable extent. By making such improvements they would, as it were, be taking away the stakes around which the weeds cling, so that the stream might run the clearer. They would then be able to re-enact the criminal law in a much shorter form than that in which it now stood, and they might then re-cast the whole, so as to make it worthy of the country and of the time. (Loud cheers.)

Mr. J. D. Prior, Secretary of the Amalgamated Carpenters' and Joiners' Society, then proposed the following resolution: "That this meeting is of opinion that the time has now arrived when it is incumbent upon the government to codify the criminal laws of this country, and earnestly prays her Majesty's Government not to let this Session of Parliament pass away without steps having been taken to secure this object." In doing so he said that ever since working men had been allowed to combine they had felt the need for the codification of the criminal laws. Codification, however, could only be brought about when the nation made up its mind to do it. (Hear, hear.)

Mr. Burnett, Secretary of the Amalgamated Society of Engineers, briefly seconded the motion. Earl Fortescue, in supporting it, said that he had long been of opinion that the law required amendment much more in its form than in its substance, because, for many years, they might truly say the successive Governments and successive Parliaments had shown themselves anxious to remove injustices in the law when they were brought fairly under their notice.

Sir George Bramwell was afraid that this was a subject which he had not sufficiently considered; at the same time it was impossible for nearly half a century to be engaged in learning, practising, and administering, and he would venture also to say, reforming the law, to arrive at any other opinion than that in favour of codification. In the first place, it was impossible for any man with a methodical mind not to be dissatisfied with the law as it now stood. It was traditionally of the very worst kind, for it was not as though a code once existed. The bankruptcy law was a code, and if by misfortune it was lost, it was to be hoped that some one would remember sect. 1 or 2. (Laughter.) But the law was not traditional in that way; it was supposed to rest in the "breast of the judges." It was no use if they tried to look for it. Consequently it came to them in the most confused manner, and it being difficult to say what the law was, no wonder that the orderly, logical mind would be in favour of codification. But there were other things which disposed him to look favourably on codification, for it would certainly be an enormous facility for those who practised and administered the law if they had a code. (Hear, hear.) It was true that they would have things in an abstract form, and there might be a difficulty in applying them. He doubted whether the whole of the law could be included in a small octavo volume, or that a code would be attended with all the good effects on the people at large as Sir J. Fitzjames Stephen seemed to think it would. He had no doubt, however, but that a code would be a good thing, and that it would simplify the law, and make it more easy, while it certainly must improve the law. (Cheers.) All he could say was that if he was not so hasty upon it as some people, at all events he had no misgiving that it was the right thing to do. (Hear, hear.)

Mr. R. S. Wright and Mr. Harrison having also spoken in favour of the resolution,

Lord Coleridge said that he had for some years endeavoured to simplify the law. Two subjects particularly had engaged his attention—the law of evidence, and that relating to juries, now in a most chaotic state—but his experience in dealing with them in Parliament was not encouraging. There was a distinction between a digest and a code, and the distinction was plain and important to remember. A person who made a digest could only deal with the subject, correcting and amending it, as a private individual—and then it would not be useful to the public generally, but to those who had to practise and administer the law. A person who desired a code, desired something different, because a code was a statement of the law, not as it stood, but as it should be, and to make all clear and reasonable. In procuring a code, great difficulties would be found in the way. In the first place a code could never be passed clause by clause through Parliament. No minister would undertake to pass a code through both Houses in the face of the opposition that would be raised. The only way in which it would be possible would be by assimilating the process in England to that which had been followed elsewhere. A code of laws worthy of the country was greatly wanted, but it could only be by meetings like the present bringing to bear their influence upon members of Parliament, otherwise the Legislature would never give its

authority into the hands of a commission of distinguished men who alone could form a true sense of what was required. (Cheers.)

The resolution was then put to the meeting, and unanimously carried. Mr. H. Broadhurst, Secretary to the Trades' Union Congress Parliamentary Committee proposed, and Mr. W. Rothay seconded, a vote of thanks to Sir J. Fitzjames Stephen for his instructive and valuable lecture, and it was carried by acclamation.

A similar compliment was paid to Lord Coleridge for presiding.

Mr. Mundella, M.P., in supporting the resolution, said that a code of laws could be obtained by the force of public opinion only.

The proceedings then terminated.

#### BIRMINGHAM LAW SOCIETY.

THE annual meeting of the Birmingham Society was held on the 14th inst., at the Library, Wellington Passage, Bennett's Hill. Mr. A. E. E. (president) occupied the chair, and there were also present Messrs. T. Martineau, C. E. Mathews, J. Balden, jun., Joseph Rowlands, J. B. Karlake, S. J. Mitchell, C. Davies, G. J. Johnson, T. J. Lee, B. Weeks, L. W. Lewis (Walsall), W. Morris, Jacob Rowlands, Marigold, Spencer, Powell, C. F. Saunders, L. P. Rowley, W. S. Allen, and T. Horton (hon. sec.).

The report of the committee, which was taken as read, stated that the society at present numbered 190 members, as against 176 for the year 1875. The society had lost two members by death. The committee reported the completion and occupation by the society of the new buildings in August last. The fittings, with the cost of variations and additions to the original design, had brought up the total expenditure to the sum of £2500. The excess of £500 upon the original estimate had been met by a further issue of debentures. The debentures had been issued, and the deed securing the same had been completed, and the library buildings vested in Messrs. J. R. Karlake, W. Johnson, and E. H. Lee, as trustees for securing the same the debenture debt interest. The new text books and legal publications of the year with the current series of the reports have been placed in the library. The committee have also expended on legal and jurisprudential works the balance of the donations to the Library Extension Fund carried over from 1875, with the further donations received subsequent to the issuing of their report for that year. The committee venture to hope that the additions which the library extension fund had enabled them to make had rendered some departments now almost complete and in others had formed an efficient working library. A new edition of the catalogue was much needed, but the charges upon the society's income for the present would preclude the undertaking of the same as a part of the ordinary expenditure. The anticipations of the committee as to the beneficial effect of the reduction of the subscription of articled clerks had been fully realised, forty articled clerks having applied for and been admitted to the privileges of the use of the library. In order to further the objects of the Law Students' Society, the committee had arranged for their meetings for discussion and debate being held the library room, under regulations proposed by the committee, and which were at once accepted by the Students' Society. To the same end the committee had also allowed the students' society's library to be placed in the basement room of the library building, under the charge of the librarian. The committee had had under consideration the various measures introduced during the year to the Legislature involving legal or jurisprudential questions, and, where necessary, action had been taken with reference thereto. The subject of the assize district had, the committee were glad to notice, been again under consideration of the town council, and a memorial with reference thereto from that body had been laid before the Lord Chancellor and the Home Secretary. This memorial urged the formation of an assize district for civil and criminal business, taken from the counties of Warwick, Worcester, and Stafford, with Birmingham as the assize town. The committee believed that the granting of the proposed assize and assize district could not long be deferred now it was demanded, not only by the legal profession, but by the other members of the community interested in the efficient administration of justice in so important a portion of the midland counties. The committee had also had under consideration a suggestion from the late mayor for the change of the site of the proposed law courts from New Edmund-street to the vicinity of the Old Square, and after examination of the plans of the courts proposed to be erected in New Edmund-street, the committee determined to present a memorial to the town council deprecating the proposed change of site, and asking that, before building plans were definitely approved, the same should be sub-

### THE NOTTINGHAM INCORPORATED LAW SOCIETY.

THE first annual meeting of the above society was held during the week, at the Grand Jury Room of the Town Hall, when there were only about a dozen members present. Mr. Enfield, president of the society, occupied the chair.

The President, in opening the meeting, said that in consequence of a communication from Messrs. Freeth, Rawson, and Cartwright, they had to add the name of that firm to the law library, amongst other gentlemen who had, without any compensation, presented their interest to the society. (Hear, hear.)

The report was taken as read, and is as follows:—

The council congratulate the members upon the present satisfactory position of the society. Eight new members have been elected during the year, namely—Messrs. J. Black, A. Bright, J. T. Brown, A. Cann, S. E. Heath, W. H. Stevenson, J. T. Ward, and H. Wyles. The present number of members is sixty-four. There have been eleven council meetings during the year. The council have appointed the following committees during the year:—Finance Committee, Law Library Committee, Conveyancing Charges Committee, Conditions of Sale Committee, Parliamentary Bills Committee, Bankruptcy Law Amendment Committee. Twenty-four committee meetings have been held.

**LAW LIBRARY.**—In the last annual report the council stated, that the only obstacle to the immediate transfer of the existing law library to this society was, that certain of the subscribers to the library claimed to be entitled to proprietary interest in the books and other property of the library as distinguished from the other subscribers, who, it was stated, were only entitled to the use of the books, but the council trusted that some satisfactory solution of that difficulty would speedily be found. Accordingly, at its first meeting the council authorised Mr. S. G. Johnson to treat with the proprietary subscribers of the library, with a view to the purchase or transfer of their interests to this society. Mr. Johnson subsequently reported that several gentlemen had offered so to transfer their interests without compensation. Of the six remaining proprietary subscribers of the library, five required pecuniary compensation for such a transfer, and the sixth was not communicated with on the subject by reason of his having resided away from Nottingham for some years. It having been discovered from an examination of the library that its value was considerably impaired by reason of volumes of different reports being missing, the council at its meeting on the 6th Sept. last, decided not to pay the amounts that had been asked, but that the treasurer should be ordered to pay 25 each to such of the proprietary subscribers as should be willing to accept the same. A room in the Municipal Offices having been kindly placed at the disposal of the council by the Chamber Estate Committee of the Corporation of Nottingham, free of rent, the library has been recently removed thereto. The council trust when the library has been reorganised in its new quarters that it will be found of great practical service to the Profession, especially as it is intended to add to it from time to time as funds permit, not merely reports, but leading text books.

**CONVEYANCING CHARGES.**—The Council, feeling it would be a great advantage if some uniform rate of ad valorem charges in conveyancing matters could be generally adopted in Nottingham, appointed a committee to consider the question, and, if thought practicable, to prepare a scale of charges which the Council might recommend for adoption. Six meetings of the committee were held and a scale of charges, so far as related to mortgages was partly framed, when, on the issue of the annual report of the Incorporated Law Society of the United Kingdom, it appeared that the council of that society, after communication with the principal provincial law societies, were about to issue a revised scale of conveyancing charges, which at that time was before the Lord Chancellor for his approval. The committee accordingly reported to the Council that it would be advisable for the matter to stand over until after the publication of such revised scale, in which opinion the Council concurred, considering that the adoption of a "general" scale would be more advantageous than that of a "local" one.

**CONDITIONS OF SALE.**—The Council having found that in some towns, particularly in Birmingham, great advantage had accrued both to the Profession and to the public, by the use of a form of conditions applicable to sales by auction of property whether of freehold, copyhold, or leasehold tenure, it was resolved to instruct counsel to settle a similar form for this society. The committee appointed to carry out this resolution accordingly instructed Mr. William Barber, of 19, Old-square, Lincoln's-inn, to settle a form, and his conditions are recommended for adoption by the Profession in this locality.

**PARLIAMENTARY BILLS.**—The council directed that there should be obtained for its use a print of all public Bills submitted to the Houses of Parliament, and appointed a committee to pursue the same and to report upon those which should be of importance or interest to the legal profession. A large number of prints of Bills were received by the secretary, and laid before the committee, but only a very small proportion were capable of being the subject of a report. The council accordingly, upon the recommendation of the committee, decided to ask the Incorporated Law Society of the United Kingdom to call the attention of the various provincial law societies to any measures that from time to time might require to be considered and watched in their passage through Parliament. The Incorporated Law Society have complied with the suggestion.

**BANKRUPTCY LAW AMENDMENT.**—At its April meeting the council appointed a committee to consider and report upon the present state and proposed amendment of the bankruptcy law. No report has been presented by the committee to the council, as the Bill introduced in Parliament last year by the Lord Chancellor was withdrawn, but there is every probability that a similar

Bill will be introduced in the coming Session which will require the attention of the succeeding council. The council is of opinion that one of the most valuable points on the Bill of last Session was a return to the policy of official supervision, believing that thereby a debtor's estate will be wound-up with greater rapidity and with less expense than by the system introduced by the Act of 1869, which experience has shown is open to much abuse.

**LOCAL PRIZE.**—The council, believing that the promotion of the education of articled clerks is within the objects of this society, decided to offer a prize for competition at the final examination. The terms upon which this prize was to be offered will be ascertained from the resolution which was passed at the ordinary general meeting of the members of the society, held on the 26th July 1876. A copy of the resolution having been laid before the council of the Incorporated Law Society of the United Kingdom, a communication was received stating that the examiners at the several final examinations in each year had no means of ascertaining the required particulars of relative merit amongst the students of the entire year, and, therefore, could not assist in the adjudication of an annual prize. The council thereupon requested the president to communicate with the Incorporated Law Society of the United Kingdom, to ascertain if there is any way in which this difficulty can be overcome. The president has not yet reported the result of his inquiries.

**POINTS OF PRACTICE.**—The attention of the council has been called on several occasions during the past year to the diversity of the rules of practice adopted by different members of the Profession in Nottingham. The recommendations passed by the council since the incorporation of the society, and which are set out in the appendix to this report have been adopted by the council after mature consideration, and, in the case of the resolution dated 9th May 1876, after communication with several other law societies.

**PARLIAMENTARY AGENCY.**—The attention of the council has been called to this subject both by the Incorporated Law Society of the United Kingdom and the Incorporated Law Society of Liverpool. As the matter will be brought before the Houses of Parliament during the next session, the council hope, in co-operation with other law societies, to effect such changes in the recommendations of the joint committee of both Houses of Parliament set out in their report, presented to Parliament during last session, as shall prevent the establishment of a new monopoly of Parliamentary practice as proposed by that report.

**INFRINGEMENT OF THE ACTS RELATING TO SOLICITORS.**—Several cases of infringement of these Acts have been brought before the council during the past year. In one case a prosecution before the town magistrates was instituted by the direction of the council, and a conviction obtained. In others the offenders have been communicated with by the president. The council recommend that the above-mentioned Acts should be strictly enforced, and call upon the Profession to second their efforts by discountenancing all persons who attempt to infringe them.

The President then rose to move the adoption of the report, altered, he said, in the addition of the name of Mr. George Freeth, amongst those who had given up their interests in the law library without any compensation, and doing so, he remarked that he could not but congratulate the society upon the position which it stood in after only eighteen months' existence. They numbered, according to the report, sixty-four members, which he thought showed a remarkable success in so short a time. He thought they might congratulate themselves that their anticipations had been entirely fulfilled since their commencement in every respect, viz., as a representative society, as a consulting society, and as a defence society. They had been able, as a representative society, to derive some valuable information from societies in other places, and especially they had gained great advantages through their connection with the Incorporated Law Society of London, and he thought they ought to acknowledge to that society the courtesy it had shown in appointing their president as an extraordinary member of their council. The special advantages they derived was that they were in weekly communication with the London Society. Through that connection there was no need to go to the expense of new bills brought into Parliament, and that was a great saving to the members. As a consulting society, they had had the pleasure and advantage of attending their meetings, and thought all must be well satisfied with the work done. The speaker also referred to the "conditions of sale," proposed by the society, with respect to property, and said they were to the benefit of all, and made things equal for both vendor and purchaser. They would see that payment by commission, by the report, stood over, on account of the Law Society in London having it under their notice, and they (the Nottingham Society) thought it better to adopt a general scale than a local one. Another important subject was the question of the bankruptcy laws, and they had occupied a good deal of their attention, but as the Bill brought forward in Parliament was withdrawn, there was an end of the matter for the present, but as it would probably be introduced next session, he was sure the new council would give it every attention. In the defensive, he thought the council had done good work during the year, and there were some matters which were not mentioned in the newspapers, and which required dealing with in another way. The speaker, in conclusion, condemned what might be termed quack lawyers, and said cheap law was the dearest in the end. He had great pleasure in proposing

the adoption of the report, and trusted they would be as successful in the future as they had been in the past. (Applause.)

Mr. Watson seconded the adoption of the report, and took occasion to propose a vote of thanks to the president, which that gentleman briefly acknowledged, but declined to accept a second term of office.

Votes of thanks to the Incorporated Law Society in London, and Mr. Williams, hon. sec. of the Nottingham Branch, were cordially accorded.

The following officers were next elected for the ensuing year:—President, Mr. John Watson; vice-president, Mr. Henry Wing; treasurer, Mr. Charles Butlin (re-elected); honorary secretary, Mr. Williams (re-elected). The following were elected on the Board of Council:—Messrs. Carter, Eking, Enfield, Fraser, Maples, Martin, G. B. Rothera, and Roby Thorpe. Auditors:—Messrs. Cartwright and Wyles.

This concluded the business, and the meeting was brought to a close.

### LEGAL OBITUARY.

**NOTE.**—This department of the *LAW TIMES*, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the *LAW TIMES* Office any dates and materials required for a biographical notice.

#### THE RIGHT HON. P. ERLE, Q.C.

THE Right Hon. Peter Erle, Q.C., who died on the 29th ult., at his residence in Park-crescent, Regent's-park, in the eighty-second year of his age was the fourth son of the late Rev. Christopher Erle, of Gillingham, Dorset, by his marriage with Margaret, daughter of the late Thomas Bowles, Esq., of Shaftesbury, Dorset, a near relative of the late Rev. William Lisle Bowles, the poet. He was a younger brother of the Right Hon. Sir William Erle, formerly Chief Justice of the Court of Common Pleas. He was born in the year 1795, and was educated at New College, Oxford, where he graduated B.A. in 1816, and proceeded M.A. in due course. He was called to the Bar by the Honourable Society of the Middle Temple in Trinity Term 1821, and practised for many years as a conveyancer in New-square, Lincoln's-inn. He was appointed a Queen's Counsel in 1854, and was for some time Chief Commissioner of Charitable Trusts, from which office he retired about five years ago, when he was sworn a member of Her Majesty's Privy Council. Mr. Peter Erle married Miss Mary Fearon.

#### J. JERWOOD, ESQ.

THE late James Jerwood, Esq., barrister-at-law, and some time Recorder of South Molton, Devon, who died at Exeter on the 18th ult., was born about the commencement of the present century, at Ploughhill, in North Devon, and came of humble parentage. Educated in the school of his native village, he afterwards became usher in the grammar school at Honiton, and in due course went to Cambridge, and entered at St. John's College, where he graduated B.A. in 1831, and proceeded M.A. in 1842. Called to the Bar by the Honourable Society of the Middle Temple in Trinity Term, 1836, he joining the Western Circuit, practised occasionally at the Devon and Exeter sessions. He was for some time employed as an assistant tithe commissioner, and had been for many years, down to the time of his decease, Recorder of South Molton. Mr. Jerwood was a Fellow of many literary and scientific societies. He was the author of a treatise "On the Rights to the Sea Shores and Navigable Rivers," of numerous articles in the *Law Magazine and Review*, and other publications; and also of various pamphlets on scientific subjects.

#### J. S. COLLINGS, ESQ.

THE late John Stratford Collings, Esq., barrister-at-law, of Wythall Walford, near Ross, Herefordshire, who died on the 1st inst., after a long illness, in the sixty-second year of his age, was the eldest son of the late John Stratford Collings, Esq., of Wythall Walford, by his marriage with Edith, daughter of Philip Jones, Esq., of The Clere, Herefordshire. He was born in the year 1815, and was educated at Trinity Hall, Cambridge, where he graduated B.A. in 1843. He was called to the Bar by the honourable society of Gray's-inn, in Easter Term 1849, and practised for some time as an equity draftsman and conveyancer. He was a magistrate and deputy-lieutenant for the county of Hereford, and was twice married, first, in 1848, to Ellen, daughter of Mr. John Lloyd, of Lloydsborough, county Tipperary, and secondly, in 1858, to Mary Jane, daughter of the Rev. John Jones, of Langstone Court, Herefordshire, and widow of Charles J. Vaux, Esq. He has left a family to lament his loss.

## H. T. J. MACNAMARA, ESQ.

THE late Henry Tyrwhitt Jones Macnamara, Esq., barrister-at-law, one of her Majesty's railway commissioners, who died on the 2nd inst., at his residence in Linden Gardens, Bayswater, in the fifty-eighth year of his age, was the son of Frederick Heyes Macnamara, Esq., of the 52nd regiment, and was born in the year 1820. He was educated at the Grammar School, at Lichfield, and was called to the Bar by the Honourable Society of Lincoln's Inn, in Michaelmas Term 1849 (having previously to that time practiced with success as a special pleader), and joined the Oxford Circuit, whereon for many years he enjoyed a large business as a junior. In 1864 he was appointed Recorder of Reading, and he was nominated one of the railway commissioners, in conjunction with Sir Frederick Peel and Mr. Price, upon the establishment of that tribunal by Lord Aberdare, in 1873, having held for a short time previously and up to that date, the County Court Judgeship for the borough of Marylebone. By the death of Mr. Macnamara the public and the Profession have sustained a great loss; and in his person one who could ill be spared from a laborious and responsible post, has passed away. When he accepted the post of first legal member of her Majesty's Commission of Railway and Canal Traffic, it was admitted by the Profession generally, and indeed by all who knew him, that a most fitting selection had been made. The deceased gentleman married Miss Eliza Morgan, daughter of the late Walter Morgan, Esq., of Merthyr Tydvil, Glamorgan-shire.

## THE COURTS AND COURT PAPERS.

THE SPRING CIRCUITS OF THE JUDGES. THE following is the official revised list of places appointed for holding the Spring Circuits 1877:

## WESTERN.

(Before COCKBURN, C.J. and HAWKINS, J.)	
Winchester, Feb. 14	Taunton, March 10
Dorchester, Feb. 21	Devizes, March 17
Exeter, Feb. 28	Bristol, March 21
Bodmin, March 5	

## NORTH EASTERN.

(Before Lord COLERIDGE, C.J. and LOPEZ, J.)	
Newcastle, Feb. 14	York, Feb. 28
Durham, Feb. 21	Leeds, March 6

## SOUTH-EASTERN.

(Before Sir GEORGE BRAWELL and Sir BALIOL BRETT.)	
Maidstone, Feb. 19	Huntingdon, March 12
Lewes, Feb. 26	Cambridge, March 14
Hertford, March 5	Ipswich, March 19
Chelmsford, March 7	Norwich, March 22

## MIDLAND.

(Before Sir E. P. ANSELL and DENMAN, J.)	
Aylesbury, Feb. 15	Lincoln, March 3
Bedford, Feb. 19	Nottingham, March 9
Northampton, Feb. 22	Derby, March 15
Lancaster, Feb. 27	Warwick, March 20
Oakham, March 2	

## SOUTH WALES AND CHESTER.

(Before MELLOR, J.)	
Haverfordwest, Feb. 19	Brecon, March 2
Cardigan, Feb. 23	Presteigne, March 7
Cardiff, Feb. 26	Cardiff, March 19

## NORTH WALES AND CHESTER.

(Before LUSH, J.)	
Walspool, Feb. 19	Ruthin, March 3
Dolgelly, Feb. 23	Mold, March 7
Caernarvon, Feb. 24	Chester, March 10
Baeumaris, Feb. 28	

## OXFORD.

(Before POLLOCK, B. and LINDLEY, J.)	
Reading, Feb. 16	Shrewsbury, March 10
Oxford, Feb. 22	Hereford, March 14
Worcester, Feb. 26	Monmouth, March 17
Stafford, March 2	Gloucester, March 22

## NORTHERN.

(Before HUDDLESTON, B. and MANISTY, J.)	
Carlisle, Feb. 17	Manchester, Feb. 27
Appleby, Feb. 21	Liverpool, March 12
Lancaster, Feb. 23	

## SURREY ASSIZES.

(Before KELLY, C.B., CLEARY, B., GROVE and FIELD, JJ.)	
Kingston-upon-Thames, March 12.	

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

## HILARY SITTINGS, 1877.

## Notes of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday . Feb. 10	Barrow	Holdship
Monday . Feb. 12	Teedale	Pemberton
Tuesday . Feb. 13	Holdship	Cloves
Wednesday . Feb. 14	Ward	Pemberton
Thursday . Feb. 15	Holdship	Cloves
Friday . Feb. 16	Teedale	Cloves
Saturday . Feb. 17	Ward	Pemberton

	V.C. Malins.	V.C. Bacon.
Saturday . Feb. 10	Pemberton	Merivale
Monday . Feb. 12	Leach	King
Tuesday . Feb. 13	Latham	Farrer
Wednesday . Feb. 14	Leach	King
Thursday . Feb. 15	Latham	Farrer
Friday . Feb. 16	Leach	King
Saturday . Feb. 17	Latham	Farrer

	V.C. Hall.	Certificates of Sale and Transfer.
Saturday . Feb. 10	Leach	Teedale
Monday . Feb. 12	Merivale	Cloves
Tuesday . Feb. 13	Milne	Pemberton
Wednesday . Feb. 14	Merivale	Teedale
Thursday . Feb. 15	Milne	King
Friday . Feb. 16	Merivale	Holdship
Saturday . Feb. 17	Milne	Merivale

The Easter Vacation will commence on March 30, and terminate on April 3, both days inclusive.

## PROMOTIONS AND APPOINTMENTS.

NOTE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. JASPER GIBSON, of the firm of W. and J. Gibson, of 64, Lincoln's Inn-fields, W.C., and Berkeley Lodge, Shoot-up-Hill, Criklewood, has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature.

MR. VINCENT HENRY STALLON, solicitor, has been appointed Clerk to the Local Board of Health for the district of Sheerness.

MR. CLEMENT WALDRON has been appointed by Sir James Hannen District Registrar of Her Majesty's Court of Probate at Llandaff, rendered vacant by the death of Mr. Joseph Huckwell. The late Mr. Huckwell succeeded to the appointment about twenty years ago on the death of Mr. Stephens, and was universally respected and esteemed by all who knew him. Mr. Huckwell also held the appointment of Diocesan Registrar and Clerk to the Dean and Chapter of Llandaff, the former jointly with Mr. Dunning. Mr. Waldron was admitted in 1850, and opened an office in Cardiff in 1853, where he has since had a large and respectable practice as a solicitor for nearly twenty-five years.

## THE GAZETTES.

## Professional Partnerships Dissolved.

Gazette, Jan. 19.

TANQUERAY-WILLIAMS and HANBURY, solicitors, New Broad-st. (Thomas Butts Tanqueray-Williams and Archibald Hanbury). Debits by Hanbury. Dec. 31, 1875.

Gazette, Jan. 23.

CASTLE and HEPPWORTH, solicitors, Chesapeake (George Castle and John Tuer Heppworth). Debits by Castle. Nov. 22, 1876.

Gazette, Jan. 26.

TENNANT, E. and A., solicitors, Stone and Leek (Edmund Tennant and Alfred Tennant). Debits by E. Tennant. Jan. 1.

Gazette, Jan. 26.

TAYLOR, JAMES WELLS; HOARE, EDWARD; TAYLOR, JAMES PARKINSON; and COOK, JOSEPH HENRY, solicitors, Great James-st., Bedford-row, as regards Cook. Debits by remaining partners. Jan. 29.

## Bankrupts.

Gazette, Feb. 2.

To surrender at the Bankruptcy Court, Lincoln's Inn-fields. BEAUFORT, MONTMONT, no occupation, Down-st., Piccadilly. Pet. Jan. 29. Reg. Brougham. Sur. Feb. 13. BROWN, W. MARK, Southgate-st., Islington. Pet. Jan. 30. Reg. Haslett. Sur. Feb. 14. GOULD, EDWARD JOHN, shipping and insurance agent, Liverpool, and St. Mary's. Pet. Feb. 1. Reg. Peppas. Sur. Feb. 21. HORNBY, FREDERICK, out of business, Vauxhall-bridge-rd. Pet. Jan. 30. Reg. Haslett. Sur. Feb. 21. JONES, WILLIAM EDWARD, grocer, Bermondsey New-rd. and Bromley-rd., Clapham. Pet. Jan. 29. Reg. Brougham. Sur. Feb. 13. WIDE, JAMES, cab proprietor, St. George's-mews, Regent's-park-rd. Pet. Jan. 30. Reg. Murray. Sur. Feb. 20.

To surrender in the County.

BAFTOW, JOHN, iron founder, Leeds. Pet. Jan. 21. Reg. Marshall. Sur. Feb. 14. HARRISON, NATHAN, plumber, Leeds. Pet. Jan. 31. Reg. Marshall. Sur. Feb. 14. JONES, THOMAS, saddler, Lodiow. Pet. Jan. 30. Reg. Robinson. Sur. Feb. 15. STALHAMMER, BALTIMORE HENRY FAIRFAX, and MIDDLETON, THOMAS BISCOE, timber merchants, Hull. Pet. Jan. 30. Dep. Reg. Rolitt. Sur. Feb. 13. TAYLOR, HENRY, innkeeper, Carlisle. Pet. Jan. 31. Reg. Halton. Sur. Feb. 13. WATSON, LOUIS, wine and spirit merchant, Brighton. Pet. Jan. 31. Reg. Evered. Sur. Feb. 21.

Gazette, Feb. 6.

To surrender at the Bankruptcy Court, Lincoln's Inn-fields. CAVATY, GEORGE PETER, merchant, late Queensborough-ter, Bayswater, and Thredneedle-st., City. Pet. Jan. 28. Reg. Keene. Sur. Feb. 20. MORDLY, WILLIAM, pawnbroker, Rosemary-road, Peckham, and Deptford-bridge, Deptford. Pet. Feb. 1. Reg. Keene. Sur. Feb. 20. FOUNDER, JOHN, warehouseman, Chesapeake, City, and Guildford-st., Russell-sq. Pet. Feb. 1. Reg. Murray. Sur. Feb. 21. SMITH, JOHN PHILLIPS, engineer, Rood-la, City. Pet. Feb. 2. Reg. Keene. Sur. Feb. 20.

To surrender in the County.

ASPWALL, GEORGE, innkeeper, Windhill, near Shipley. Pet. Feb. 2. Reg. Robinson. Sur. Feb. 15. BONHAM, JOHN, butcher, Swallowfield, near Reading. Pet. Feb. 3. Reg. Collins. Sur. Feb. 24. KINLOCK, ALFRED, clerk, Tunbridge Wells. Pet. Feb. 3. Reg. Cripps. Sur. Feb. 17.

LLOYD, ANDREW WALLACE, innkeeper, South Shields. Pet. Feb. 1. Reg. Mortimer. Sur. Feb. 19. MEACHAM, JAMES, publican, Fiddington. Pet. Feb. 3. Reg. Dennis. Sur. Feb. 22.

## Bankruptcies Annulled.

Gazette, Jan. 30.

SHARP, JOHN, builder, Dartford. Aug. 23, 1869.

Gazette, Feb. 2.

MAILLIS, EMANUEL ANTONIO, sponge importer, Union-st., Old Broad-st. Oct. 24, 1876. SHARROCK, HENRY FLEDGER, no occupation, Boreham. Oct. 23, 1874. TUDOR, WILLIAM HAP, Norton House, near Malmesbury. Nov. 25, 1875.

## Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bulgin, F. G. paymaster in R.N. second, 3d. and 316ths of 1d. Pages, Lincoln's Inn-fields.—Cable, R. tinplate worker, first, 63d. Pages, Lincoln's Inn-fields. Barrett, R. M. sacking manufacturer and merchant, first, 4s. At Trust. W. Morley, 145, Chesapeake.—Goward, J. hairdresser and perfumer, first and final, 1s. 1d. At Trust. T. Andrews, 13, Bedford-circus, Exeter.—Goward, J. and J. P. woollen manufacturers, first, 5s. At Trust. J. Gordon, 1, Bond-st., Leeds.—Hale, D. corn and provision merchant, 5d. At Trust. A. Smith, 1, St. John's-sq., Cardiff.—Keller and Hake, dealers in precious stones, first, 2s. At Trust. J. Scott, 108, Chesapeake.—Nixon, J. wholesale hosier, fourth and final, 2d. At Trust. J. Holah, 5, Moorgate-st.—Patrick, J. grocer, first and final, 3s. 6d. At Trust. T. S. Muddiman, 12, Market-sq., Northampton.—Phillips, H. T. dealer in hop poles, first, 3s. 4d. At Trust. T. Phillips, West Malling.—Streeters, W. coal merchant, 2s. 5d. At Trust. W. W. Hayward, Eastgate, Rochester.—Verrill, J. woollen draper, second and final, 3d. At Trust. A. Atkinson, 20, Fountain-st., Bradford.—Williams, O. farmer, first, 3s. At Trust. J. Bothamley, 35, Bridge-st., Newport.—Wood, G. shoe dealer, 1s. 6d. At the Chamber of Commerce, Parade, Northampton.

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 2.

ADAMS, ROBERT, baker, Market Harborough. Pet. Jan. 31. Feb. 29, at half-past twelve, at the Swans Hotel, Market Harborough. Sol. Roche, Daventry. ADAMS, WILLIAM, out of business, Manchester. Pet. Jan. 31. Feb. 16, at three, at offices of Sol. Garsforth, Manchester. ADDISON, JOSEPH, cab proprietor, Seaford. Pet. Jan. 31. Feb. 16, at two, at office of Sol. Brabner and Court, Liverpool. ANDREWS, ROBERT, salesman, London Central Meat Market, Smithfield. Pet. Jan. 21. Feb. 16, at half-past two, at Wood's hotel, Portgaithe, Lincoln's Inn-fields. BAILL, RICHARD, and WICKES JOHN HAUGHTON, carpenters, Brecknock-rd., St. Pancras. Pet. Jan. 30. Feb. 19, at one, at the Law Institution, Chancery-lane. Sol. Lawrence, Goddard-st., St. Paul's-churchyard. BARHAM, HENRY, victualler, Chichester. Pet. Jan. 30. Feb. 16, at three, at the Old Cross Hotel, Chichester. Sol. King, Portsea. BARNARD, THOMAS JAMES, confectioner, Hereford. Pet. Jan. 30. Feb. 14, at one, at offices of Sol. Stallard, Hereford. BECKETT, WILLIAM, butcher, Tamworth. Pet. Jan. 30. Feb. 19, at two, at office of Sol. Neal and Aldin, Tamworth. BEECH, CHARLES JOHN, general draper, Crewe. Pet. Jan. 30. Feb. 19, at eleven, at the Adelphi Hotel, Crewe. Sol. Reiner, Sandbach and Crewe. BLACKBURN, ROBERT, bookmaker, Cardiff. Pet. Jan. 29. Feb. 29, at two, at offices of Barnard, Thomas, Tribe, and Co., Albion-chmbs, Bristol. Sol. Morgan and Scott, Cardiff. BLACKMORE, WILLIAM, and BLACKMORE, EDMUND, tailors, Warwick-st., Regent-st. Pet. Jan. 29, at three, at the Westminster Palace Hotel, Victoria-st., Westminster. Sol. Compton. BOLT, THOMAS, greengrocer, Cardiff. Pet. Jan. 31. Feb. 14, at eleven, at offices of Sol. Morgan and Scott, Cardiff. BRAND, HENRY HUNT, and PARKER, JOHN HUGHES, wire manufacturers, Ulverston. Pet. Jan. 31. Feb. 19, at two, at the Temperance Hall, Ulverston. Sol. Park, Ulverston. BREN, JOHN GEORGE, commission agent, Church-alley, Basinghall-st., London, and Totteridge. Pet. Feb. 1. Feb. 21, at two, at offices of Sol. Van Sandau and Cumming, King-st., Chesapeake. BRICE, JAMES, greengrocer, Torrington-pl., Torrington-sq. Pet. Jan. 24. Feb. 13, at three, at office of Sol. Mould, Fenchurch-street. BROWN, ALEXANDER, foreman engineer, King-st., Southwark, and Queen's-rd., Peckham. Pet. Jan. 29. Feb. 17, at four, at offices of Sol. O'Neill, King William-st. BRUNER, WILLIAM, ironmonger, Liverpool. Pet. Jan. 31. Feb. 19, at two, at office of Sol. Bitty, Liverpool. BULLOCK, GEORGE, baker, Stafford. Pet. Jan. 29. Feb. 16, at twelve, at office of Sol. Hand, Blakiston, and Everett, Stafford. BURGESS, THOMAS, gardener, Alaguer. Pet. Jan. 29. Feb. 16, at three, at offices of Sol. Salt, Tunstall. BURKILL, ARTHUR HENRY, gentleman, Bridlington. Pet. Jan. 29. Feb. 14, at three, at office of Sol. Wray, Bridlington. CARR, FREDERICK, brewer, Cheltenham. Pet. Jan. 30. Feb. 10, at twelve, at offices of Sol. Potter, Cheltenham. CARTER, WALTER, accountant, Bristol. Pet. Jan. 31. Feb. 16, at eleven, at office of Sol. Bessy, Bristol. CASH, JOSEPH, farmer, Shottle. Pet. Jan. 31. Feb. 16, at three, at office of Sol. Greston, Derby. CHAPMAN, GEORGE, chandelier chain manufacturer, Birmingham. Pet. Jan. 29. Feb. 13, at three, at office of Sol. Jaques, Birmingham. CLARK, ANDREW GRAHAM, cabinet maker, Barnstaple. Pet. Jan. 31. Feb. 15, at three, at offices of Sol. Chancer, Fitchin, and Chancer, Barnstaple. COCHRAN, GEORGE, tailor, Sherwood-st., Regent-st. Pet. Jan. 24. Feb. 19, at four, at offices of Sol. O'Neill, King William-street. COCKROFT, OLIVER, oil manufacturer, Allerton, near Bradford. Pet. Feb. 1. Feb. 14, at eleven, at offices of Sol. Wood and Killick, Bradford. COOPER, FRANK ALLEN, farmer, Thurlough. Pet. Jan. 31. Feb. 16, at half-past two, at offices of Sol. Day and Wade-Gery, St. Neots. COOKE, JAMES FREDERICK, grocer, Preston, near Brighton. Pet. Jan. 30. Feb. 23, at three, at Fenner, Hilton, and Gifford's, 2, Gresham-bldgs. Sol. Maynard, Brighton. COX, GEORGE, grocer, Gateshead. Pet. Jan. 31. Feb. 21, at eleven, at office of Sol. Pybus, Newcastle. DALTON, WILLIAM, grocer, Pilsley, near Clay Cross. Pet. Jan. 30. Feb. 20, at twelve, at the Commercial Sale-room, Wardwick, Derby. Sol. Briggs, Derby. DARGUE, JOHN, grocer, Newcastle. Pet. Jan. 29. Feb. 13, at three, at offices of Sol. Stanford, Newcastle. DAVIDSON, JOSEPH, innkeeper, Salkeld Dykes, near Great Salkeld. Pet. Jan. 19. Feb. 15, at half-past two, at offices of Sol. Messrs. Arnison, Penrith. DAVIES, BENJAMIN, farmer, Lithercynan. Pet. Jan. 30. Feb. 14, at twelve, at the Bear Hotel, Brecon. Sol. Williams, Brecon. DAVIES, JONAS, dealer in fancy articles, Clydesdale-rd., and London Crystal-palace, Oxford-st. Pet. Jan. 27. Feb. 13, at four, at office of W. N. Inman, 135, Malda-wale. FAWCETT, ALBERT and FAWCETT, SARAH ANN, spinsters, grocers, Runcorn. Pet. Jan. 27. Feb. 13, at twelve, at the George Inn, Liverpool. Sol. Pullman.



**PIERCE, FRANCIS PHILIP**, and **HODGE, JAMES HOMER**, lithographers, Charterhouse-builders, under firm of E. A. Davis and Co. Pet. Jan. 30. Feb. 24, at twelve, at office of Sol. Reader, Gray's Inn.

**GIBB, JOHN**, grocer, Penke. Pet. Jan. 23. Feb. 13, at twelve, at office of Sol. Wade, Clifford's Inn, Fleet-st.

**GRAVE, ANNIE**, milliner, Cockermouth. Pet. Jan. 23. Feb. 14, at eleven, at office of Sol. Hayton and Simpson, Cockermouth.

**GRAVES, EDWARD MURRAY**, wheelwright, Leybourne. Pet. Jan. 23. Feb. 17, at twelve, at office of Sol. Wood, Louth.

**HALL, JOHN WALKER**, wheelwright, Bradford. Pet. Jan. 23. Feb. 14, at three, at office of W. C. Wood, accountant, 60, Bridge-st., Bradford. Sol. Hudson, Bradford.

**HALLITT, CHARLES**, butcher, Tetmouth. Pet. Jan. 27. Feb. 19, at three, at the Royal hotel, Tetmouth. Sols. Pearson and Wildbore, Dawlish.

**HAMILTON, JOHN**, and **HAYNES, FREDERICK**, builders, Southville, Wandsworth-rd. Pet. Jan. 29. Feb. 21, at three, at office of W. R. Green, accountant, 189, Walworth-rd., Sol. Earl, 1, Red Lion-st., Cannon-st.

**HARDWICK, ALFRED**, fruit salesman, Lower-marnh, Lambeth. Pet. Feb. 1. Feb. 17, at twelve, at office of G. Lewis, 74, Southwark-bridge-rd.

**HARRISON, ELIZABETH**, spinster, Bridlington-quay. Pet. Jan. 23. Feb. 14, at three, at office of Sol. Hayton and Simpson, Cockermouth.

**HARRISON, WALTER PARKINSON**, plumber, Hull. Pet. Jan. 23. Feb. 19, at three, at office of Sol. Torry, Hull.

**HEAD, JOHN**, carpenter, Ipswich. Pet. Jan. 23. Feb. 21, at eleven, at office of Sol. Watts, Ipswich.

**HEWELL, FRANK**, farmer, Larnar. Pet. Jan. 23. Feb. 15, at three, at office of Sol. Cardinal, Sudbury.

**HERRING, ALFRED**, saddler, Warrage. Pet. Jan. 23. Feb. 15, at twelve, at office of Sol. J. Lichm, Warrage.

**HETHERINGTON, JOSEPH**, and **OLIVER, HAMILTON**, granite makers, Manchester and Birkenhead. Pet. Jan. 23. Feb. 14, at three, at office of Sols. Addleshaw and Warburton, Manchester.

**HILTON, WILLIAM**, builder, Oldham. Pet. Jan. 23. Feb. 14, at eleven, at office of Sol. Clark, Oldham.

**HUTCHINSON, ROBERT**, miner, Ellenborough. Pet. Jan. 23. Feb. 20, at two, at office of Sols. Wicks and Burns, Cockermouth.

**HUMPHREY, JAMES**, grocer, Sunderland. Pet. Jan. 23. Feb. 12, at twelve, at office of Sol. Newell, Sunderland.

**JACOBS, EDWARD**, florist, Brimpton-rd. Pet. Jan. 23. Feb. 18, at two, at office of Sol. Gabriel, Lincoln's Inn-fields.

**JONES, ANN**, grocer, Tynnyrdy. Pet. Jan. 23. Feb. 14, at eleven, at office of Sol. Price, 10, Tyndal.

**JONES, ISAAC**, earthenware dealer, Bala. Pet. Jan. 23. Feb. 19, at eleven, at office of Sol. James, Corwen.

**KILLWICK, EDWARD DAVID**, furniture dealer, Rochester. Pet. Jan. 23. Feb. 15, at twelve, at office of Sol. Hitchell, Rochester.

**KNIGHT, GEORGE**, victualler, Milton-est-Sittingbourne. Pet. Jan. 27. Feb. 20, at eleven, at office of Sol. Gisson, Sittingbourne.

**LANE, THOMAS**, out of business, Birmingham. Pet. Jan. 23. Sol. Walker, Birmingham.

**LITTLEWOOD, NATHANIEL**, grocer, Pet. Jan. 23. Feb. 14, at twelve, at office of Sols. Messrs. Dransfield, Penistone.

**MAIDMENT, WILLIAM**, hotel keeper, Southampton. Pet. Jan. 24. Feb. 15, at three, at office of Sol. Shute, Southampton.

**MANN, ANDREW**, leather dealer, Preston. Pet. Jan. 23. Feb. 16, at three, at the County hotel, Carlisle. Sols. Buck and Dickinson, Preston.

**MELBOURNE, DAVID ATKINSON**, restaurant manager, Manchester. Pet. Jan. 27. Feb. 15, at three, at the King's Arms hotel, Manchester.

**MITCHELL, JAMES**, late merchant, Chorlton-on-Medlock. Pet. Jan. 31. Feb. 19, at three, at office of Sols. Sutton and Elliott, Manchester.

**MORLEY, EDWARD RWORD**, doctor of medicine, Blackburn. Pet. Jan. 31. Feb. 15, at eleven, at office of Sol. Polding, Blackburn.

**MORRELL, GEORGE**, jeweller, Sotheby, Birmingham. Pet. Jan. 30. Feb. 14, at eleven, at office of Sol. Dixon, Birmingham.

**MORRIS, WILLIAM**, and **MORRIS, JOHN**, builders, Oystermouth. Pet. Jan. 23. Feb. 9, at two, at office of Sols. Smith, Lewis, and Jones, Swansea.

**NEWMAN, WILLIAM**, builder, Ryde. Pet. Jan. 23. Feb. 15, at two, at office of Sol. Farrell, Ryde.

**NEWTON, WILLIAM**, butcher, Hoxton-st., Hoxton. Pet. Jan. 23. Feb. 13, at two, at office of Sol. Blake, Doctors' Commons.

**NOBLE, HENRY**, manure manufacturer, Hornchurch. Pet. Jan. 23. Feb. 13, at two, at office of Sol. Knowles, Liverpool.

**RALPH, THOMAS**, sea captain, Penzance. Pet. Jan. 30. Feb. 15, at twelve, at office of Sols. Dodd and Cornish, Penzance.

**REKVE, JOHN**, farmer, Newham-Strance, near Daventry. Pet. Jan. 23. Feb. 16, at twelve, at the Peacock hotel, Northampton.

**RICKARDY, ALFRED**, bell hanger, Newcastle. Pet. Jan. 23. Feb. 9, at three, at office of Sol. Rutherford, Newcastle.

**ROBERTS, WILLIAM**, farmer, Panteluz. Pet. Jan. 31. Feb. 20, at two, at office of Sol. Lloyd, Ruthin.

**RODWELL, ALFRED**, draper, St. Albans. Pet. Jan. 27. Feb. 23, at three, at the Mason, St. Albans, Mason's avenue, Bealing-hall-st., Sol. Miles, King Edward-st.

**ROMAN, JAMES**, monumental mason, Manchester. Pet. Jan. 23. Feb. 13, at three, at office of Sol. Jones, Manchester.

**SCHOLEFIELD, THOMAS STUBBS**, common brewer, Worcester and Bradford. Pet. Jan. 27. Feb. 15, at three, at office of Sol. Pitt, Worcester.

**SILVA, HUGH FREDERICK**, clerk in the civil service, Upper Norwood. Pet. Jan. 27. Feb. 19, at three, at office of Sol. Mirams, New Inn, Strand.

**SMITH, WILLIAM**, butcher, Saltburn-by-the-Sea. Pet. Jan. 27. Feb. 10, at eleven, at office of G. F. Bates, accountant, Middlesbrough.

**SMYTH, WILLIAM**, fruit salesman, Drury-lane. Pet. Jan. 24. Feb. 12, at eleven, at office of J. C. Button and Co., 6, Henrietta-st., Covent-garden. Sol. B. S. Henrietta-st.

**SOLLOM, JOHN**, waiter, Woburn Sands. Pet. Jan. 30. Feb. 15, at two, at the Red Lion inn, Dunstable. Sol. Nere, Luton.

**STRAIN, THOMAS**, grocer, Ipsley. Pet. Jan. 23. Feb. 14, at three, at office of Sol. Simmons, Redditch.

**TAYLOR, ANDREW**, commiserate clerk, Forest-lane, Stratford. Pet. Jan. 31. Feb. 22, at three, at office of J. Slater, 1, Guildhall-chambers, Basinghall-st., Sol. W. Curli.

**TAYLOR, FREDERICK**, joiner, Middleton. Pet. Jan. 30. Feb. 10, at three, at office of Sol. Burton, Manchester.

**TAYLOR, GEORGE**, journeyman mason, Greetland, near Halifax. Pet. Jan. 31. Feb. 19, at three, at the Old Cock hotel, Halifax.

**Sols. Mills and Bibby, Huddersfield.**

**TOMKINS, RICHARD**, farmer, Perill, near Shrewsbury. Sol. Edwards, jun.

**TOMLINSON, JOSEPH**, grocer, Old Basford. Pet. Jan. 30. Feb. 23, at three, at office of Sol. Lewis and Hemlock, Manchester.

**TRINCHARD, WILLIAM**, dairyman, Farway. Pet. Jan. 30. Feb. 14, at ten, at office of E. Fawcett, Exeter.

**TRISTRAM, EDWARD**, miller, Great Burford. Pet. Jan. 30. Feb. 16, at twelve, at office of Sols. Conquest and Clare, Bedford.

**TUPPING, THOMAS WILLIAM**, coach ironmonger, Crofton. Pet. Jan. 31. Feb. 10, at eleven, at Rose Cottage, St. John's-grove, Crofton. Sol. Dennis, St. John's-grove, Crofton.

**VERITY, ELIZABETH STEELE**, schoolmistress, Southsea. Pet. Jan. 27. Feb. 15, at four, at office of Sol. King, Portsea.

**WARD, PHILEAS**, coach ironmonger, Whitton. Pet. Jan. 27. Feb. 13, at two, at the Inn of Court hotel, 30, Lincoln's Inn-fields. Sol. Fianice, Westminster-chambers, Victoria-st.

**WARD, THOMAS**, tea dealer, Maclesfield. Pet. Jan. 31. Feb. 17, at three, at office of Sols. Barlow and Hemlock, Manchester.

**WATERS, GEORGE**, baker, St. Paul's-rd., Mile-end Old-town. Pet. Jan. 23. Feb. 12, at three, at office of Sol. Moore, Mark-lane.

**WELBY, WILLIAM**, grocer, Sulgrave. Pet. Jan. 30. Feb. 16, at three, at the Leather Bottle inn, Banbury. Sols. Pain and Hawtin, Banbury.

**WILD, JOSEPH**, bag holder, Sutton-in-Ashfield. Pet. Jan. 27. Feb. 16, at twelve, at office of Sol. Acton, Nottingham.

**WILLIAMSON, WALTER**, wrought manufacturer, Bradford. Pet. Jan. 23. Feb. 10, at eleven, at the George hotel, Bradford. Sols. Schofield and Taylor, Batley.

**WILLIAMS, JOSEPH**, innkeeper, Lichfield. Pet. Jan. 30. Feb. 15, at two, at the Fountain inn, Beacom-st., Lichfield. Sol. Wilson, Burton-on-Trent.

**WILSON, JOHN**, printer, Newcastle. Pet. Jan. 30. Feb. 14, at two, at office of Sol. Fairclough, Newcastle.

**WOODHOUSE, WILLIAM STEAD**, corn miller, Bradford. Pet. Jan. 23. Feb. 14, at three, at office of Sols. Messrs. Dransfield, Penistone.

**WOODRUFF, JOHN THOMAS**, farmer, Everton. Pet. Jan. 23. Feb. 16, at twelve, at the George hotel, Bedford. Sol. Tobbs.

**WRIGHT, CHARLES**, carman, Albert-mews, Fulham-fields. Pet. Jan. 15. Feb. 12, at twelve, at office of Sol. Hope, Featherstone buildings, Bedford-row.

**Gazette Feb. 6.**

**ANGER, ARTHUR**, Botolph, and Sebastopol-rd., Lower Edmon-ton, and **SAMPSON, HENRY**, Botolph, and Lond-borough-rd., Stoke Newington, systems of account. Pet. Jan. 30. Feb. 14, at two, at office of Sol. Lea, Old Jewry-chambs, Old Jewry.

**ALEXANDER, JOSEPH ALEXANDER**, dyer, Carnarvon. Pet. Feb. 3. Feb. 19, at two, at office of Sol. Allan, Carnarvon.

**AMON, NATHANIEL**, cattle dealer, Iron Acton. Pet. Feb. 2. Feb. 19, at three, at office of Sol. Palmer, Acton.

**BLACKBURN, JOHN**, joiner, Tudhoe Grange, Durham. Pet. Feb. 2. Feb. 30, at twelve, at office of Sol. Brimhall, Durham.

**BALNER, CHRISTOPHER THOMAS**, hawker, Middlesbrough. Pet. Feb. 3. Feb. 19, at three, at office of Sols. Huxton and Bolsover, Huxton-on-Tees.

**BAILEY, JAMES**, builder, Bristol. Pet. Feb. 3. Feb. 19, at two, at office of Sol. Beckingham, Bristol.

**BARNEY, JAMES**, brewers' traveller, Handsworth, near Birmingham. Pet. Feb. 3. Feb. 19, at three, at a quarter-past ten, at office of Sol. East, Birmingham.

**BROWN, TINDALL**, joiner, Farley Tye, near Huddersfield. Pet. Feb. 3. Feb. 22, at three, at office of Sols. Leary, Leary, and Morrison, Huddersfield.

**BROWN, GEORGE**, name dealer, Leeds. Pet. Feb. 1. Feb. 16, at three, at office of Sol. Pullan, Leeds.

**BURGESS, ALFRED ADOLF**, commission agent, Myddelton-sq., Pet. Feb. 1. Feb. 28, at twelve, at office of Sols. Bennett and Shelton, Myddelton-sq.

**BROWN, ALEXANDER**, foreman engineer, Southwark, and Peck-ham. Pet. Jan. 23. Feb. 17, at four, at office of Sol. O'Neill, King William-st.

**BRIERLEY, THOMAS**, Turkish bath proprietor, Preston. Pet. Feb. 3. Feb. 19, at three, at office of Sols. Addleshaw and Warburton, Manchester.

**CLIXNY, GEORGE**, butcher, Bishop Norton. Pet. Feb. 2. Feb. 19, at two, at office of Sols. Burton and Decker, Lincoln.

**CROMPTON, HENRY**, cabinet maker, Farnworth. Pet. Jan. 31. Feb. 19, at three, at office of Sols. Greenhough and Cannon, Bolton.

**CRAPPE, JEFFRY**, carrier, Ecclefield. Pet. Feb. 1. Feb. 1. at three, at office of Sol. Turner, Sheffield.

**CRAGES, WILLIAM**, and **DALTON, THOMAS**, slaters, Castleford. Pet. Jan. 23. Feb. 17, at three, at the Commercial inn, Leeds. Sol. Kabery, Castleford.

**COLLARD, SIDNEY MAYER**, out of business, Harne. Pet. Feb. 3. Feb. 20, at half-past twelve, at the Guildhall hotel, Canterbury.

**Sols. Sankey, Son, and Flint, Canterbury.**

**COLEMAN, BUTLER**, Rochester. Pet. Feb. 3. Feb. 2. Feb. 2, at three, at office of Sol. Ald, Eastcheap.

**COLES, FRANCIS EWENS**, ironmonger, Amhurst-rd., Hackney. Pet. Jan. 30. Feb. 16, at two, at the Guildhall tavern, Gresham-st., Sol. Anning, Cheshide.

**COLEMAN, BUTLER**, call proprietor, Prospect-pl., Peckham. Pet. Feb. 1. Feb. 19, at twelve, at office of Sol. Chamberlaine, Euston-rd.

**DAVIES, STEPHEN**, cabinet maker, Llanelly. Pet. Jan. 31. Feb. 19, at eleven, at office of Sol. Howell, Llanelly.

**DAVIS, HENRY**, call proprietor, Prospect-pl., Peckham. Pet. Feb. 1. Feb. 19, at twelve, at office of Sol. Chamberlaine, Euston-rd.

**ELLIOTT, WILLIAM**, brewer, Newcastle-upon-Tyne. Pet. Feb. 1. Feb. 15, at three, at office of Sol. Hopper, Newcastle-upon-Tyne.

**EVANS, FREDERICK**, out of business, Newport Pagnell. Pet. Feb. 2. Feb. 23, at twelve, at the Swan hotel, Newport Pagnell. Sol. Bull, Newport Pagnell.

**EVANS, JOHN**, tailor, Tredgar. Pet. Jan. 30. Feb. 10, at three at office of Sol. Harris, Tredgar.

**EVANS, WILLIAM**, chain maker, Walsall. Pet. Feb. 2. Feb. 19, at eleven, at office of Sol. Stanley, Walsall.

**GARNING, WILLIAM HENRY**, dyer, Saint Thomas-st East, Southwark and Brixton hill. Pet. Jan. 31. Feb. 19, at twelve, at Sol. T. Green, 10, St. Mark's, London.

**GANDALF, JOSEPH**, Baker, Dean-st., Soho. Pet. Jan. 24. Feb. 16, at ten, at office of Sol. Allen, Strand.

**GLIDHILL, THOMAS**, merchant's clerk, Pontefract. Pet. Feb. 2. Feb. 19, at three, at the Blue Crown and Anchor inn, Pontefract.

**GILBERT, JOHN**, waste dealer, Accrington. Pet. Feb. 2. Feb. 19, at half-past ten, at office of Sol. Ballard, Accrington.

**GLIDHILL, THOMAS**, out of business, Liverpool. Pet. Feb. 2. Feb. 17, at eleven, at the National inn, U.K. Sol. Gardner.

**HUGHES, WILLIAM JOHN**, box manufacturer, Birmingham. Pet. Jan. 31. Feb. 15, at three, at office of Sol. Fallows, Birmingham.

**KEYWOOD, BORACE**, painter, Hock. Pet. Jan. 2. Feb. 13, at three, at office of Sols. Chittler and Woods, Norwich.

**KENDERSON, JOHN DALL**, timber merchant, Gateshead. Pet. Feb. 2. Feb. 16, at twelve, at office of Sols. Messrs. Watson, Newcastle-upon-Tyne.

**HALL, DOUGHERTY**, beerhouse keeper, Newcastle-upon-Tyne. Pet. Feb. 3. Feb. 19, at three, at office of Sol. Stamford, Newcastle-upon-Tyne.

**HUNT, WILLIAM HENRY**, hosiery manufacturer, Nottingham. Pet. Feb. 1. Feb. 23, at twelve, at office of Sols. Hunt and Williams, Nottingham.

**HANFORD, HENRY HARRIS**, out of business, Ipswich. Pet. Jan. 31. Feb. 14, at eleven, at office of Sol. Tennant, Hanley.

**HARRIS, EDGAR**, foreman to a cowkeeper, Kilburn. Pet. Jan. 27. Feb. 14, at three, at office of Sol. Gostley, Cambridge-st., Hyde Park.

**ION, BARBARA**, boot maker, Kendal. Pet. Feb. 3. Feb. 21, at twelve, at the Board-room, Kendal. Sols. Thomson and Wilson, Kendal.

**JACOBS, WILLIAM**, grocer, Larkhall-lane, Clapham-rd. Pet. Jan. 23. Feb. 15, at three, at the Macon's Hall Tavern, Mason's-avenue, Basinghall-st., Sol. Watson, Gresham-st.

**JACKSON, JOHN WOOD**, builder, Goolo. Pet. Feb. 2. Feb. 20, at three, at office of Sols. Penna, accountant, Goolo. Sol. Hind, Goolo.

**JEFFERY, WILLIAM**, corn merchant, Horncastle. Pet. Jan. 31. Feb. 15, at three, at the Bull Inn, Horncastle. Sols. Messrs. Walker and Riney, Spilsby.

**JONES, JACOB BEER**, grocer, Abergarn, par. Abergarn. Pet. Feb. 3. Feb. 19, at ten, at office of Sol. Linton, Abergarn.

**JONES, HUGH**, schoolmaster, Portmadoc. Pet. Feb. 3. Feb. 19, at one, at the British hotel, Bangor. Sol. Jones, Conway.

**LEWIS, JOHN**, and **LEWIS, CALES**, stonemasons, Wellington. Pet. Jan. 30. Feb. 17, at half-past eleven, at the Raven inn, Walker-st., Wellington. Sol. Osborne, Shifnal.

**LEWING, WILLIAM**, and **LEWING, MATTHEW VINCENT**, builders, Wandsworth. Pet. Feb. 3. Feb. 19, at ten, at the Clarence hotel, Spring-gardens, Manchester. Sol. Dawson, Manchester.

**LANE, JOSEPH**, poultry dealer, Birmingham. Pet. Feb. 2. Feb. 19, at half-past eleven, at office of Sol. Beaton, Birmingham.

**LISTER, CHARLES**, cowkeeper, Kimberley. Pet. Jan. 31. Feb. 20, at three, at 14, Low Pavement, Nottingham. Sol. Black.

**LUTHARD, WILLIAM CHARLES**, grocer, Stockport. Pet. Feb. 3. Feb. 22, at three, at the Brunswick hotel, Manchester. Sol. Newton, Stockport.

**MOORE, EDWARD**, grocer, St. Andrew's-hill. Pet. Jan. 30. Feb. 15, at two, at office of Sol. Lea, Old Jewry-chambs, Old Jewry.

**MELLOR, GEORGE JAMES**, soldier, Sheffield. Pet. Feb. 2. Feb. 17, at twelve, at office of Sol. Patterson, Sheffield.

**MANN, DAVID**, surgeon, Leeds. Pet. Feb. 3. Feb. 19, at twelve, at office of Sols. Bond and Jarvis, Leeds.

**MARKS, LOUIS JAMES**, wholesale clothier, Birmingham. Pet. Jan. 31. Feb. 15, at half-past ten, at office of Sol. Eaden, Birmingham.

**MOORE, WILLIAM HARRY**, tailor, Birmingham. Pet. Feb. 1. Feb. 16, at a quarter past ten, at office of Sol. East, Birmingham.

**MAXWELL, ALBERT**, watchmaker, Salisbury. Pet. Feb. 2. Feb. 19, at two, at office of Sol. Nodder, Salisbury.

**MOORE, RICHARD BOND**, apothecary, Brewster. Pet. Feb. 2. Feb. 19, at two, at office of Sols. Gattis, Wolverhampton.

**MYERS, ISAAC**, confectioner, Walsley. Pet. Feb. 2. Feb. 27, at eleven, at office of Sol. Quelch, Birmingham.

**MORGAN, CAROLINE**, widow, innkeeper, Tring. Pet. Feb. 1. Feb. 21, at seven, at the Rose and Crown inn, Tring. Sol. Bullock Great Berkhamstead.

**NICHOLAN, GEORGE**, grocer, Worcester. Pet. Feb. 3. Feb. 21, at three, at office of Sols. Wright and Marshall, Birmingham.

**NAYLOR, TIMOTHY**, clothier, Hatched-cum-Clifton. Pet. Jan. 27. Feb. 15, at three, at office of Sol. Curry, Clackhoughton.

**NIELD, MARK**, merchant, London-wall and Manchester, and cotton spinner, Oldham. Pet. Feb. 5. Feb. 27, at three, at the Clarence hotel, Spring-gardens. Sols. Boote and Edgar, Caversham.

**OLDACRE, THOMAS SMITH**, general domestic machine importer. Pet. Feb. 3. Feb. 19, at eleven, at office of Sol. Sheratt, Kib-grove.

**O'NEIL, THOMAS**, mattress maker, Durham. Pet. Feb. 1. Feb. 16, at eleven, at office of Sol. Chambers, Durham.

**PILKINGTON, JOHN**, builder, Darlington. Pet. Jan. 31. Feb. 2, at half past two, at the Traveller hotel, Darlington. Sol. Clayhill.

**PUOHINE, WILLIAM**, draper, Newcastle-upon-Tyne. Pet. Feb. 1. Feb. 16, at three, at office of Sols. Keenlyside and Forster, Newcastle-upon-Tyne.

**PITTOCK, RICHARD**, blacksmith, Eastington. Pet. Jan. 2. Feb. 17, at twelve, at the house of Mr. William Little Rowntree, Market-place, Howden. Sol. Hinda, Goole.

**POWELL, EDWARD**, boot maker, East India Dock-rd., and High-st., Poplar. Pet. Feb. 3. Feb. 24, at one, at the Cannon-st. hotel, Cannon-st. Sol. O'Neill, King William-st.

**ROBINSON, EDWIN GEORGE**, wholesale and export Angora and sheep skin rug manufacturer, Goddard-st., St. Paul's, and 4, Paul's-buildings, London. Pet. Feb. 2. Feb. 22, at two, at office of Leith, 55, Gracechurch-st., accountant. Sol. Blake, Bell-yard, Doctor's-common.

**RICH, JAMES CROCKER**, bootmaker, Palmerston-st., Battersea. Pet. Jan. 23. Feb. 24, at two, at office of Sol. Marshall, Bedford-row.

**SELLEY, GEORGE**, cowkeeper, Dean-st., New North-rd., Essex. Pet. Feb. 2. Feb. 19, at eleven, at office of Sols. Shapp and Riley, Moorgate-st.

**SMITH, WILLIAM ARTHUR**, grocer's assistant, Wigan. Pet. Jan. 31. Feb. 19, at three, at office of Sol. France, Wigan.

**SKELTON, DANIEL**, coal merchant, Bradford. Pet. Feb. 1. Feb. 16, at three, at office of Sols. Peel and Gaunt, Bradford.

**SIMPSON, EDWARD**, bricklayer, Spalding Moor. Pet. Jan. 2. Feb. 16, at three, at office of Sol. Summers, Kingston-upon-Hull.

**SUNMAN, JACOB**, travelling jeweller, Kingston-upon-Hull. Pet. Jan. 31. Feb. 14, at twelve, at office of Sol. Summers, Kingston-upon-Hull.

**SWIFT, WILLIAM**, potter, Longton. Pet. Jan. 31. Feb. 2, at two, at office of Sol. Welch, Longton.

**THOMAS, DAVID LEWIS**, merchant, Cardiff. Pet. Jan. 23. Feb. 16, at three, at the Warehousemen's Association, 111, Cheapside.

**THORNTON, HENRY**, carpenter, Warrington. Pet. Jan. 2. Feb. 16, at three, at office of Sol. M. Carter, Braxton, Bedford and Hawtin, Banbury.

**THORPE, FREDERICK WILLIAM**, lodging-house keeper, Brighton. Pet. Feb. 1. Feb. 21, at three, at office of Sol. S. C. Brigham.

**WALMSLEY, CHRISTOPHER**, provision dealer, Sheffield. Pet. Feb. 3. Feb. 19, at three, at office of Sol. M. Carter, Braxton, Bedford and Hawtin, Banbury.

**WHAY, JOHN**, builder, Leeds. Pet. Feb. 1. Feb. 19, at three, at office of Sol. Lodge, Leeds.

**WILDE, JAMES**, temperance hotel keeper, Huddersfield. Pet. Feb. 3. Feb. 21, at three, at office of Sols. Leary, Leary, and Morrison, Huddersfield.

**WARRINGTON, NATHANIEL**, hosiery manufacturer, Leeds. Pet. Feb. 3. Feb. 20, at three, at office of Sol. Ald, Eastcheap.

**WILLS, JANE FIELD**, milliner, Turquay. Pet. Jan. 31. Feb. 2, at eleven, at office of T. Andrew, 13, Bedford-circus, Essex.

**WILLIAMS, JOHN ALFRED**, furniture dealer, Darlington. Pet. Feb. 1. Feb. 19, at three, at office of Sol. Rhodes, Warrington.

**WINNER, GEORGE SAMUEL**, grocer, Hastings. Pet. Jan. 23. Feb. 7, at two, at the Law Institution, Chancery-lane. Sol. Jones, Hastings.

## Orders of Discharge.

BANKRUPT'S ESTATES.

Gazette, Jan. 26.

**HODGE, WILLIAM**, copper, Hull.

**DAVIS, JOSEPH**, miller, Spetzbury.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

**KINGLAKE**.—On the 7th inst., at 103, St. George's-square, S.W., the wife of Robert A. Kinglake, barrister-at-law, of a daughter. MAIDLOW.—On the 11th inst., at the Belvedere House, Forest-hill, the wife of John M. Maidlow, of Lincoln's Inn, barrister-at-law, of a daughter.

**SWIFT**.—On the 1st inst., at Marsden Hall, St. Helen's, Lancashire, the wife of Thomas Swift, solicitor, of a daughter.

### MARRIAGES.

**KING-ELLIS**.—On the 1st inst., at Herbrandstone Church, Theodore King, of the Inner Temple, barrister-at-law, to Mary, only daughter of Philip Parrell Ellis, of Herbrandstone Hall, Leicestershire.

**SANFORD**.—On the 3rd inst., at St. Peter's, Baywater, Edward Sanfey, of Hull, solicitor, to Mary Ann, daughter of William James Keel, of Landowne-groove, Nottingham.

### DEATHS.

**MACNAMARA**.—On the 2nd inst., at 31, Linden-garden, Baywater, aged 57, Henry T. Macnamara, Esq., barrister-at-law, one of Her Majesty's Railway Commissioners.

**MASON**.—On the 1st inst., in London, aged 29, Thomas J. Mason, of Louth, Lincolnshire, solicitor.

**PAKES**.—On the 3rd inst., at the Rectory, St. Mary, Westminster, aged 39, Charles Edmund Pakes, Esq., of the Inner Temple, barrister-at-law.

**J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire** writes:—"I consider BUXTER'S NERVINE a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as invaluable to all who suffer from toothache."—(Adv.)

## SAUNDERS'S TREATISE ON WARRANTIES, &c.

A Treatise on the Law of Warranties and Representations upon the Sale of Personal Chattels by THOMAS W. SAUNDERS, Esq., Barrister-at-Law, Recorder of Bath. Price 6s.

"This little volume on an important practical subject, seems to us very well adapted for chamber use by both branches of the Profession. Warranties, express and implied, always afford a large proportion of the business in London and the assizes, and a compact little work, such as Mr. Saunders's, was needed, because, as the writer fairly says, that although the subject is mentioned in some large text-books in connection with the general law of contracts, a more detailed statement of the law was needed. The quotations given by the author from the numerous cases cited on the subject show much diligence and care in the compilation of this treatise, and largely increases its value as an authority. The law on implied warranties is but little understood outside the Profession, hence many merchants and manufacturers find themselves at law, for an alleged want of due care in the manufacture of an article, they are held to have given such an implied warranty, as reasonably fit for a particular purpose. There are upwards of a hundred cases cited, and judgments referred to. One very useful chapter explaining briefly and clearly the law of warranties by servants and agents, and when the masters are liable for their frauds. We also note useful remarks on the question of returning goods, and rules or conditions at the end of the whole, we confidently recommend this little book to our readers."—*Law Magazine*.

LAW TIMES Office, 10, Wellington-street, Strand.



## To Readers and Correspondents.

**ED. LLOYD.**—We cannot answer until we know in what court the case was decided. On receipt of this information we will ask the reporter.  
**UNDESIRABLES.**—The statement is correct.  
**THE GHOST OF GAUIS.**—Certainly not. You could resume practice at any time. Anonymous communications are invariably rejected.  
**All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.**  
**All communications intended for the Editors (SOLICITORS' DEPARTMENT) should be so addressed, and similarly in the case of the Editor (LAW STUDENTS' DEPARTMENT).**

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within the jurisdiction—an affidavit, that is, of material facts, showing that the action is substantial. The case is that of *The Great Australian Gold Mining Company v. Martin*.

THE CHIEF JUDGE in BANKRUPTCY has decided that as yet no custom for letting furniture on hire sufficient to defeat the order and disposition clause in the Bankruptcy Act has been proved.

WE recently intimated that the case of *Ex parte Attwater; re Turner* (35 L. T. Rep. N. S. 682), would be carried to the House of Lords. The Court of Appeal has, however, refused the leave, on the ground that the point of law involved is not one of difficulty. Lord Justice JAMES intimated that the decision might affect a large number of bills of sale, and this is, no doubt, the case, because the decision is that a holder of a bill of sale who takes possession before the act of bankruptcy upon which his grantor is adjudicated or liquidated, is nevertheless liable to lose his security by relation back of the title of the trustee to a prior secret act of bankruptcy. The point struck us as one of great importance, having regard to sects. 94 & 95 of the Bankruptcy Act 1869, but when a Court of Appeal says that there is nothing in it, we, of course, must be mistaken.

THE County Court Bill, to which we recently referred as being in contemplation, has been printed. It proposes to give County Court Judges all the powers and jurisdiction of a Judge of the High Court. The largest powers of removal from the County Court to the High Court, and *vice versa*, are also proposed. The Bill creates a new functionary, called a "judicial registrar," who is to have £1200 a year and expenses. They are to have districts, as the Judges now have, whilst the Judges themselves are to sit in principal centres. Appeals are to lie to the High Court in all matters in which appeals now lie. It is also proposed that if an action is begun in the High Court for a money demand, and a sum not exceeding £50 is recovered, the costs shall be such only as would have been allowed in the County Court. The Judges' salaries, it is proposed, should be increased by £300, but in no case to exceed £1800.

In another column we give a brief report of a case heard on Monday before the Chief Judge in Bankruptcy, which was an appeal against an order restraining the creditor from continuing an action against a compounding debtor. The debtor had tendered the creditor a composition on one-third of the amount claimed, which the creditor refused, and proceeded at law. All the other creditors were paid. Although this was purely a question between the particular creditor and the debtor, the CHIEF JUDGE referred to sect. 72 of the Act as an argument why the action should be restrained, that section giving the Court of Bankruptcy full power to deal with such a question. This is the first time this section has been used for this purpose. It might with equal force have been referred to in all the cases cited in argument by the counsel for the appellant—but it was not.

It is significant of the interest which is taken in legal administration by the public when such papers as the *Times* and the *Pall Mall Gazette* devote their space to the discussion of such questions as the duties of the referees and the masters respectively. The present position of the practice relating to arbitrations is in the highest degree unsatisfactory. The common law masters have their powers most shamefully misapplied, or not applied at all, and when employed their work is too frequently that which official referees were expressly appointed to do. Why all references except those sent to special referees should not go to official referees it is not easy to understand. It being optional with the suitor to go to a referee or a master, there are several reasons, which we refrain from mentioning, why the latter is preferred. The object of legislation, however, should be to map out a course which suitors *must* take, and then that course should be made acceptable by appointments as far as possible unexceptionable.

In *Twycross v. Grant* judgment has been given for the plaintiff for the whole value of the shares bought by him. This may be satisfactory, especially to the plaintiff, but the judgment is unsatisfactory from a legal point of view, in that it offers no solution of the meaning of sect. 38 of the Companies' Act 1867. We venture to suggest one, neither inconsistent with the decisions nor doing violence to its language. The section is to apply to "any contract entered into by the company (that is, by a meeting of its shareholders), or the promoters, directors, or trustees thereof (who are the only persons who can enter into contracts of any importance on its behalf), before the issue of the prospectus or notice, whether subject to adoption by the directors or the company, or otherwise (that is, whether concluded or made subject to ratification by the articles of association)." A contract between a vendor and an intended promoter need not be disclosed; but if before its completion the intended promoter becomes an actual one, by the company coming into existence, then the section *attaches*.

## The Law and the Lawyers.

WE report to-day an important decision of the Court of Appeal at Lincoln's-inn, delivered on the 2nd inst. on Order XI. r. 3, which relates to the service of writs out of the jurisdiction. It is now decided that to justify the making of an order for service, the court must have an affidavit of the cause of action arising

*A fortiori*, if matters have gone further before the promoter has bought the property he intends to sell to the company. On the other hand, until a company comes into existence the Companies Acts have nothing to act upon, and therefore no operation, and the rule of *caveat emptor* applies. The construction is not satisfactory, because in the present case the judgment would be wrong; but the Legislature should have fixed a time within which contracts made should be disclosed. We hope the Bill introduced by Sir H. JACKSON, Q.C. and others this session will remedy this omission, and obviate the necessity of any more *causes célèbres* upon section 38.

THE rules of the old Court of Chancery are rapidly being extended to the Common Law Division. Mr. Justice LINDLEY, in the case of *Norris v. Beasley*, drew up an order upon an application made to the Common Pleas Division, in which he introduced the principle of giving only one set of costs—a thing hitherto unheard of at Westminster. The action was upon a bill of exchange: the defences were, in effect, no consideration, and that the defendant was only a trustee. The application in question was made to discharge an order of the master under Order XVI., rr. 18 and 21, giving directions as to the mode of trial where a third party had been served. The party so served was the principal of the defendant, and claimed to be allowed to defend the action. He was not allowed to be made a party under rule 13; but he was permitted under the other rules, cited above, to come before the court, so as to be enabled to defend the action in case his agent should compromise or abandon it; upon these terms he was to join in the pleadings and be represented by the counsel of his agent, to be liable with his agent for costs if unsuccessful; and principal and agent were to have but one set of costs if successful.

THE "hurry of Nisi Prius" must not be now considered an excuse for expounding the law inaccurately, and we consider that there is imposed upon Judges when sitting with juries as serious an obligation to be familiar with recent decisions upon matters of principle as when sitting in banco. On this ground we regret to observe that in so important a case as *Milissich v. Lloyds*, arising out of a branch of law so familiar as the law of libel, Lord COLERIDGE should have exposed himself to observation by the Court of Appeal. Lord Justice MELLISH said: "At the trial the defence was raised that the report was protected, but Lord COLERIDGE appeared to have expressed an opinion that *Lloyds* could not have the same privilege as a newspaper in its ordinary publication of reports, and also expressed an opinion that the evidence was not given except on the report of the speech of the prosecuting counsel and the summing-up of the Judge; therefore, in law, it could not be fair. I cannot concur, however, in either of these propositions, and it appears to me they are contrary to the law as laid down on the latest authorities." Judges in the present day are too fond of the remark—"If I am wrong you can set me right on appeal;" but an appeal is a very unsatisfactory method of correcting a statement of law for which there was originally no foundation. Had Lord COLERIDGE's direction remained as a *Nisi Prius* decision it might have caused much mischief. According to his Lordship a very limited privilege only could be claimed by *Lloyds*. The Court of Appeal say that their privilege in publishing a pamphlet is co-extensive with that of a newspaper. Lord COLERIDGE said that in publishing a report of judicial proceedings they must set out the evidence. The Court of Appeal say they may give a summary as newspapers do in their reports. So the case goes back to a new trial on the question whether the report in question was fair or unfair—a very simple issue of fact.

MR. Justice LUSH delivered the judgment of the Queen's Bench Division in the case of the *Sheffield Nickel and Plate Company v. Unwin* on the 6th inst., in which case a highly important branch of the law relating to limited companies was discussed. The plaintiffs brought an action against their late manager upon a guarantee. The defendant had sold to the company his business as manufacturer of electro plate and other wares, as well as his patents, and guaranteeing a dividend of 15 per cent. upon the paid-up capital for five years from the year 1873. The defence was that by a resolution of the company, sanctioned by an extraordinary meeting of the shareholders and duly confirmed, as required by the Companies Act 1862, the company agreed to release him from all liability under the guarantee upon the performance of certain conditions which he had duly performed. The company denied the performance, and set up in the reply that such an agreement was *ultra vires* and void. Upon this second point the court decided in favour of the defendant. "The resolution," said Mr. Justice LUSH, who delivered the judgment of the court, "in no way affects the constitution of the company, as defined by the articles of association; but being, as it undoubtedly was, *bonâ fide* on the part of the shareholders and directors, who considered that they were doing their best for their own 'interests and those of the company,' it was in furtherance of the main object of the company." The court, however, doubted whether such an arrange-

ment would have been within the power of the directors alone; but had no such doubt that it was within the power of the company, since the agreement to guarantee 15 per cent. could not be put higher than a regulation, which, under the 50th section of the Companies' Act 1862, the company had power to repeal or alter. Their Lordships were in favour of the defendant upon the other question. Hence the action was held to be unmain- tainable. The decision is one which would well bear a more lengthy examination, but it is sufficient for our present purpose to have touched briefly upon the question of *ultra vires* which was raised.

THE recent case of *Metcalf v. Britannia Ironworks Company* (L. Rep. 1 Q. B. D. 613) affords an interesting illustration of the conflict of a liberal mind with the strict law which is not obviously strict justice. The right to *pro rata* freight where only part of a voyage has been performed is admitted in America; it is absolutely denied in England, unless the goods owner takes possession at a port short of the destination. In *Metcalf's* case the ship could not get into the port of destination, owing to a block of the river by ice. The captain landed and warehoused the cargo thirty miles short of the port, and the consignees claimed it, and it was delivered to them subject to the captain's claim for freight. Justices MELLOR and LUSH held that he was not entitled to *pro rata* freight, and the LORD CHIEF JUSTICE held that he was. It would be matter for congratulation if this case were carried to the House of Lords, and that tribunal could see its way to overruling Dr. Lushington's decision in the case of the *Soblomsten*, upon the authority of which the Queen's Bench Division placed much reliance in *Metcalf's* case.

IN old law books the right of the Crown to gold and silver mines when discovered in this country is strongly insisted upon. In *Wooley v. The Attorney-General of Victoria*, which was decided in the Privy Council on the 6th inst., an important point was decided with respect to the application of this part of the Sovereign's prerogative to the Colonies. The question before the court was whether upon a sale of waste Crown lands in the colony of Victoria, the gold in such lands passed to the grantee of the lands without express words to that effect. A parcel of Crown land was granted to certain individuals for a sum paid to the Colonial Treasury. The only reservation in the grant was in respect of land required for public ways, canals, and railways, and certain materials for the construction and repairs of roads, drains, fences, and so on. No gold or other mine had been opened on the spot at the time of the grant. Litigation, which need not be detailed here, having arisen with reference to the discovery of gold in the land, the ATTORNEY-GENERAL stepped in and claimed for the QUEEN all gold in the land vested in the appellants. This claim was resisted by the appellants, on the ground that by the grant of the lands the QUEEN had divested herself of all rights to the mineral. A demurrer was allowed by the Supreme Court, which decided that a grant by the Crown of lands in England would not pass gold or silver mines unless express words were used, and that all the reasons stated for the existence of the right in England applied equally to grants of Crown land in the colonies. In the Privy Council, it was urged on behalf of the appellants that the *ratio decidendi* of the decisions in England upon which the Supreme Court of Victoria based its judgment, was wholly inapplicable to the colony of Victoria. When the principle was established in England, it was urged grants by the Crown of its lands impoverished the Crown. Such grants were made from favour and without consideration. In Victoria, on the other hand, grants from the Crown had always enriched the Crown. The appeal was dismissed. Grantees of Crown lands in the gold districts must consequently be careful in future to have express words inserted in the conveyance if they wish to have the benefit of any gold or silver which may be discovered in that land.

IN the case of *Broadhead v. Holdsworth*, the Exchequer Division a few days ago decided an important point under the Vaccination Acts. The whole difficulty in the case arose from a strange inconsistency in the legislation on the subject. The respondent was charged before justices under sect. 7 of the Vaccination Amendment Act 1871, for not transmitting to the vaccinating officer a certificate that his child had had the smallpox. That section enacts that "Every certificate of a child being unfit for or insusceptible of successful vaccination, if given by any medical practitioner other than by a public vaccinator, shall be transmitted by the parent of such child to the vaccination officer; . . ." and any person who fails to comply with any provision of this section is made liable to a penalty. The Justices, however, were of opinion that no obligation was imposed on the parent to transmit a certificate that his child had had smallpox, and discharged the respondent. That decision was upheld by the Exchequer Division. The difficulty in the case arose in this way: By sect. 20 of the principal Vaccination Act 1867, "If any public vaccinator or medical practitioner

shall find that a child whom he has three times unsuccessfully vaccinated is insusceptible of successful vaccination, or that a child brought to him for vaccination has already had the smallpox, he shall deliver to the parent a certificate according to the form in the schedule hereto marked C, or to the like effect." The form C in the schedule, however, treats not only the case of three unsuccessful attempts at vaccination, as a case of "insusceptibility of successful vaccination," but also puts that of a child who has had the smallpox in the same category. It is as follows:—  
 I, ——— certify that I have ——— times unsuccessfully vaccinated ——— the child of ——— [or that the child has already had the smallpox, as the case may be], and I am of opinion that such child is insusceptible of successful vaccination. But by sect. 15 of the Amendment Act 1871, power is given to the Poor Law Board to alter, amend, or add to the forms in the schedule to the principal Act. They accordingly, by virtue of that power, drew up a form in lieu of form C in that schedule. The form drawn up by them was a certificate in the alternative—either to the effect that "the child has been ——— times unsuccessfully vaccinated, and is therefore, in the opinion of the public vaccinator, insusceptible of successful vaccination," or that "the child has had the smallpox." It will be seen that here the case of three unsuccessful vaccinations is alone treated as a case of "insusceptibility," while in the original form both that and the case of a child who has had the smallpox were so treated. It thus became somewhat difficult to determine whether the Legislature intended that the words of sect. 7, "insusceptibility of successful vaccination," should include the case of a child who has had the smallpox. But the court (CLEASBY and POLLOCK, BB.) held that the case under discussion was clearly a *casus omissus*, and one, therefore, which they could not supply in an Act creating an offence, and that it is not necessary, therefore, for a parent to transmit a certificate that his child has had the smallpox.

An interesting question of costs, when money has been paid into court, has been decided in the case of *Langridge v. Campbell*, by the Exchequer Division. The action was for goods sold and delivered and for work done, the plaintiff in his writ claiming a sum of 370*l.* odd. The defendant entered an appearance to the action, but no pleadings were delivered on either side, and, in fact, there the action stopped, and on the 21st Dec. an order was made to refer the matters in dispute to arbitration. On the 19th Feb. the defendant paid 200*l.* into court, and at the time of doing so gave notice to the plaintiff in the form given in Appendix B. of the Judicature Act that he had done so, averring in his notice "that the sum was sufficient to satisfy the plaintiff's claim." This sum the plaintiff took out of court under Order XXX., rule 3, but gave no notice to the defendant under rule 4 of that order that he took it out in satisfaction of the cause of action in respect of which it was paid in, nor did he take any further steps in regard to it. Subsequently, by an order of Baron POLLOCK an arbitrator was appointed in the reference before agreed to, and the terms as to costs in the order of reference were that "the costs of the cause should abide the event, the costs of the reference to be in the discretion of the arbitrator." The arbitrator by his award decided that the £200 paid into court was sufficient to satisfy the plaintiff's claim, and divided the costs of the reference between the parties. On the 20th Sept. Baron HUNDLISTON made an order that the defendant sign judgment, and accordingly on the 29th judgment was entered that the plaintiff recover nothing, and that the defendant recover his costs taxed. But when the bill of costs came before the Master for taxation, the Master allowed the plaintiff his costs up to time of payment into court. Against that order the defendant appealed to Mr. Justice HAWKINS at Chambers, and upon his refusal to set aside the Master's order, he appealed to the Exchequer Division. On behalf of the defendant it was urged that, inasmuch as the money had been paid into court generally, and the plaintiff had not taken it out in satisfaction, the plaintiff was not entitled to his costs incurred prior to the payment into court; and in support of that contention the principles laid down in the cases of *Rumbelow v. Whalley* (16 Q. B. 397) and *Harrison v. Watt* (16 M. W. 316) were relied on, the principles in both those cases not having been affected either by the Common Law Procedure Act 1852, sect. 73, or by Order XXX. of the Judicature Act. This view the court upheld, and decided that inasmuch as the plaintiff had not taken the sum out of court in satisfaction of his claim, he continued the action at his peril, and, as he had failed to recover more than the sum paid in, he had lost his right to his costs. The whole difficulty arose from the fact of there being no pleadings in the case, and the LORD CHIEF BARON was cautious enough to state in distinct terms that his decision must not be considered as affecting any future case which might come before him in which the same question might arise on the pleadings. This at least, however, seems clear from the decision, that the principles laid down in the cases above mentioned are equally binding under the Judicature Act as they were before that Act was passed, and that the law, therefore, to that extent may be considered as settled on this subject.

### THE LEGAL ASPECT OF SPIRITUALISM.

In the recent case of *Monck v. Hilton*, the appellant had been convicted by the magistrates as a rogue and vagabond under sect. 4 of 5 Geo. 4, c. 83, for "using subtle craft, means, or device, by palmistry or otherwise, to deceive and impose on Her Majesty's subjects," and he was sentenced to three months imprisonment with hard labour. In the case on appeal it was found that Monck was an impostor, and the sole question for the court was whether the case as proved before the magistrates properly came within the words of the Act.

The question was by no means free from doubt, and Mr. Matthews, Q.C., in an exhaustive argument in support of the appeal, contended with a considerable show of reason that the words were not large enough to include a case of this description. His argument, in fact, exhausts the whole learning on the subject, and is so comprehensive and clear as well to bear careful consideration and analysis. The whole question in the case he argued amounted to this. Whether the subtle devices set out in the case amounted to "palmistry or otherwise." Those words, he said, were clearly intended to point out the statutory offence. The subtle device must either be "palmistry" or something *ejusdem generis* with palmistry, and the words "or otherwise" could not possibly be read in any other way. With regard to "palmistry" the word is defined in Cowell's Law Dictionary as "a kind of divination, practised by looking on the lines and marks of the fingers and hands. This was practised by the Egyptians mentioned in the Statutes 1 P. & M., c. 4."

In *Johnson v. Fenner* (33 J. P. 740), the only case which has been decided under this section, it was held that wagering with people and then deceiving them by sleight of hand was not within the section; and from this the learned counsel argued that the case could not possibly be said to fall within the word "palmistry." The question then arose as to what meaning is to be given to the words "or otherwise." He argued that the words must be read according to the ordinary rules of construction, and that they must therefore include something *ejusdem generis* with palmistry, such as chiromancy and physiognomy. Sir Thomas Brown in his "Vulgar Errors" book 5, c. 24, p. 180, also mentions rhabdromancy. "As for the divination or decision from the staff, it is an augural relic, and the practice thereof is accused by God himself. My people ask counsel of their stocks, and their staff declareth unto them." That, however, as Mr. Matthews admitted, can hardly be said to be *ejusdem generis* with palmistry, but the two former can well be said to be so. In confirmation of his argument on this head Mr. Matthews then proceeded to show that the Legislature throughout the course of a long series of statutes has invariably made a strong distinction between palmistry and the offence of conjuration or the invoking of evil spirits. And certainly his argument in this respect was by no means unpalatable. The Act under which Monck was convicted forms one of a long series of statutes against the Egyptians, commencing as early as 22 Henry 8, c. 10, by which the Egyptians were punished if they imposed upon people by means of palmistry, physiognomy, chiromancy, or by other means of the same nature. It is clear that in these offences nothing supernatural was implied, there was no calling up of evil spirits. That offence was dealt with by another series of statutes, showing, he argued, that the Legislature intended to make a complete distinction between the offences committed by the Egyptians and the more grave offence of conjuration or calling up of evil spirits. The first series of statutes begins with the Act of 22 Henry 8, c. 10, entitled "An Act concerning outlandish people calling themselves Egyptians." That Act, after reciting that "forasmuch as before this time divers and many outlandish people, calling themselves Egyptians, have come into this realm, and gone from shire to shire, and used great, subtle, and crafty means to deceive the people, bearing them in hand, that they by palmistry could tell men's and women's fortunes," &c., proceeds to prohibit their coming into this kingdom. In 1 & 2 P. & M. c. 4, these provisions are repeated, and the same words are employed in that statute, and further confirmed by 5 Eliz., c. 20.

A clause very similar in words to the recital in 22 Henry 8, c. 10, was introduced into the Vagrant Acts in the reign of Geo. II. By 17 Geo. 2, c. 5, s. 2, "All persons pretending to be gipsies, or wandering in the habit or form of Egyptians, or pretending to have skill in physiognomy, palmistry, or like crafty science, or pretending to tell fortunes, or using any subtle crafts to deceive and impose on any of His Majesty's subjects, shall be deemed rogues and vagabonds within the true intent and meaning of this Act." This becomes somewhat altered in 3 Geo. 4, c. 40, s. 5, by which 17 Geo. 2, c. 5, s. 2 was repealed. There the words are: "All persons pretending to tell fortunes, or using any subtle craft, means or device by palmistry, or otherwise to deceive or impose on any of His Majesty's subjects, shall be deemed to be rogues and vagabonds." Then came the Act of 5 Geo. 4, c. 83, s. 4, upon which the question turns, and by which all previous Acts as to rogues and vagabonds were repealed. Now, it will be seen that none of these statutes deal with anything in the nature of conjuration or calling up of evil spirits. These offences were dealt with by the second series of statutes before alluded to, commencing with 3 Henry 8, c. 8. But before proceeding to deal with

these it may be as well to give the definition of conjuration given in Cowell's Law Dictionary. It is as follows: "In our common law it is specially used for such as have personal conference with the devil or evil spirits, to know any secret, or to effect any purpose, and the difference between conjuration and witchcraft seems to be this: That the one by prayers and invocations of God's powerful name, compels the devil to say, or do what he commandeth him; the other dealeth rather by a friendly and voluntary conference and agreement between him or her and the devil, or familiar to have her or his desires or turns served." By 3 Henry 8, c. 8, the first of the second series of statutes, "It shall be felony to practice or cause to be practiced, conjuration, witchcraft, enchantment, or sorcery, to get money." This Act was followed by 5 Eliz. c. 16, which, in its turn, was followed by 1 Jac. 1, c. 12.

In all these statutes the offences against which they were levelled were those of conjuration, witchcraft, enchantment, and sorcery; but in the reign of George II. the belief in magic and witchcraft had disappeared to so large an extent that by the Act of 9 Geo. 2, c. 5, sects. 3, 4, the prosecution for offences of this kind was abolished, and in lieu thereof the pretence was made criminal.

This last Act is still in force, and Mr. Matthews contended that Monck should have been indicted under that Act, if he could be indicted under any; and certainly the fact of that Act still being in existence is a strong argument in favour of the contention that the offence of conjuration was not intended to be dealt with by 5 Geo. 4, c. 83, sect. 4.

But the Court held that the words of the 5 Geo. 4, c. 83, s. 4, could not be so restricted, that the obvious intention of the Legislature was to provide against all impostures by subtle device, means, or craft, whether by palmistry or in any other way.

This decision may at first sight be regarded as being opposed to the general rule of construction that general words must be construed with reference to the particular words which precede them; but when the section is carefully read, the decision seems to us to be quite in accordance with the spirit and intention of the Act. It may, also, be said to give a very wide and comprehensive scope to the Vagrant Act; but no one will quarrel with the decision in that respect.

#### SURVIVORS AND SURVIVORSHIP.

On reading the head note of the recent case in *Re Dawes's Trust*, before Sir R. Malins, as appearing in L. Rep. 4 Ch. Div. 210, we become strongly impressed with the idea that the learned Vice-Chancellor, so far as lay in his power, was commanding us "to renew our griefs." In our simplicity we had fondly supposed that where individuals or a class of persons were designated to take as "survivors" or "surviving," it had been settled as the outcome of a very long controversy by many cases, and notably by *Cripps v. Wolcott* (4 Mad. 11); *Young v. Robertson* (8 Jur. N. S. 919); and *Re Gregson's Trusts* (2 De G. J. & S. 428), that the survivorship was to be referred *primâ facie* to the death of the tenant for life or other period when the class was entitled to possession or distribution of the estate or fund the subject of gift, and not to the death of the testator. A careful reference to the facts in *Re Dawes*, confirms our impression that the decision of the Vice-Chancellor entirely militates against what we had previously considered to be the settled law on the subject, and we cannot help thinking that the reasons of the Vice-Chancellor in support of his decision are quite delusive. The headnote to which we have referred, and which states the case with sufficient correctness, runs as follows: "A testator gave a sum of stock to trustees, the interest to be paid to A. for life, and, after his death, the capital to be divided amongst the children of testator's late daughter B. or their descendants, but should there be none of them surviving, then the capital to be equally divided amongst such other grandchildren as he might then have living, or in default thereof to his legal representative. B. had seven children, three of whom died without children in the lifetime of the testator; of the remaining four one alone survived A., the tenant for life; three died before A., and only one of these three left issue. Held, that the words 'should there be none of them surviving' referred to the testator's death, and that the children of B., who survived the testator, took vested interests." The Vice-Chancellor, in his judgment, says: "This is a gift to children in remainder after the death of the tenant for life. The rule of law is that all gifts are to vest as early as possible, and the rule also is that where there is a gift to A., and after his death to his children, it vests in the children of A. in existence at the testator's death, subject to be partially divested in favour of children coming into existence during the life of A., and the words in the will, 'should there be none of them surviving,' must be referred to the testator's death." The Vice-Chancellor is then reported to say, that he considered his decision in accordance with *Lainson v. Lainson* (5 De M. & G. 754), and his own previous decision in *Jull v. Jacobs* (L. Rep. 3, Ch. Div. 703).

Accepting the Vice-Chancellor's statement of the general rule as to the vesting of remainders and gifts in the nature of remainders as correct, we can by no means agree that the words

introducing the gift over "should there be none of them surviving," were merely intended to provide against lapse. In our judgment they operate to divest the shares of children or their descendants in case no child or descendant survived the tenant for life. As stated by Lord Hatherley in reversing a somewhat similar decision of Sir R. Malins, in *Bowers v. Bowers* (23 L. T. Rep. N.S. 35; L. Rep. 5 Ch. App. 244), "There have been many cases in which the court has said that to refer a clause providing for the divesting of a share to the time of a testator's own death, so as to make it merely a provision against lapse, is not a natural construction. It is not *primâ facie* to be supposed that he contemplated the death of the objects of his bounty in his lifetime, but he is to be considered as contemplating their death at some later period, unless he uses language which shows that he is referring to the time of his own death."

Against the above canon of construction the Vice-Chancellor's decision in *Re Dawes* seems clearly to offend. As to the decisions which he cites, we regard them as altogether irrelevant, since in the language under construction in the case of *Lainson v. Lainson* (*ubi sup.*), the words "survivors," or "surviving," or "survivorship," or any analogous words were not employed, while in the case of *Jull v. Jacobs*, though there was a gift to "my surviving children," the context was such as to render it impossible to refer the survivorship to any period other than the testator's own death. In the view we take the persons entitled were the children of B., who survived the testator, and died without issue in the lifetime of A., the tenant for life, each taking one fourth, and the issue of the child who died leaving issue taking the remaining fourth. The cases of *Hervey v. McLaughlin* (1 Price 264) and *Salisbury v. Petty* (3 Hare 86) support this construction.

#### THE JUDGES AND THE JUDICATURE ACTS.

PARLIAMENT has once more assembled, and the attention of the House is to be shortly called to the state of business in our courts. That there is a very considerable block of causes in the various divisions cannot be denied, but whether it is due to the Judicature Acts, or whether it is not an old sore which requires time to heal, may well be questioned. The Master of the Rolls is reported to have said that there is hardly enough work in the Chancery Division to keep the present staff of Vice-Chancellors employed, if the causes entered there were such as ought properly to be placed for trial in that division; and it is probably true enough, that if the list were to undergo careful examination, the remark of Sir George Jessel would prove to be well founded. But whether this be true or not, some remedy ought certainly to be found. Suitors ought to be allowed to try their cases in any division they please, unless good cause can be shown to the contrary; and if the machinery of the Chancery Division is found to work better than the Common Law Divisions, it is only fair that they should be allowed to avail themselves of it.

The state of business in the common law divisions admits of somewhat different considerations. That there are considerable arrears is undeniable, but they have considerably decreased on the whole since the operation of the Judicature Acts, and it is fairly probable that they may be reduced to a minimum with the present staff, if more room were provided and judicial labour better distributed. It must be remembered that the new system has not as yet been fairly tested, and certainly has been somewhat severely tried. The *Franconia* case retarded the business of the various divisions for a long period, and the operation of the Winter Assizes Act made the last sittings shorter than they would otherwise have been. But, notwithstanding all that has been said, the arrears in banc are infinitely less than ever used to be the case, and such as there are are almost entirely to be found in what is known as the New Trial Paper. But the cases entered in this list should henceforward decrease in a marked manner, owing to the Appellate Jurisdiction Act of last session, under which a great many cases which found their way to the Queen's Bench, Common Pleas, and Exchequer Divisions, will go straight to the Court of Appeal. The provisions, too, of the Appellate Jurisdiction Act have received a somewhat extraordinary, because unlooked-for, interpretation. Under 39 & 40 Vict. c. 59, s. 17, "Every action and proceeding in the High Court of Justice, and all business arising out of the same, except as hereinafter provided, shall, so far as is practicable or convenient, be heard, determined, and disposed of before a single Judge. . . . Provided, nevertheless, that divisional courts of the High Court of Justice may be held for the transaction of any business which may for the time being be ordered by rules of court to be heard by a divisional court," consisting, of two Judges. It is plain enough the Act intended to abolish divisional courts, as far as conveniently could be done, but the rules of court which have been framed and are now in force completely lose sight of the spirit of the provisions contained in the above section. The rules have provided that the following proceedings and matters shall continue to be heard and determined before the Divisional Courts, viz.: (1) proceedings on the Crown side of the Queen's Bench Division; (2) Appeals from revising barristers; (3) Appeals



under sect. 6 of the County Courts Act 1875; (4) Petition cases in the Exchequer Division; (5) Proceedings directed by any Act of Parliament to be taken before the court and in which the decision of the court is final; (6) Cases stated by the Railway Commissioners; (7) Cases of *habeas corpus*, in which a Judge directs that the writ be made returnable before a Divisional Court; (8) Special cases where all parties agree that the cause be heard before a Divisional Court; (9) Appeals from Judges' Chambers; (10) Applications for new trials where the action has been tried by a jury; (11) Appeals from inferior courts (see Order 57 A, rule 1. and Order 58 of the Rules of the Supreme Court December 1876). The exceptions include almost everything, so that the only result of this portion of the Appellate Jurisdiction Act has been to reduce a Divisional Court from three to two judges in most cases. Whether the act of the Legislature was wise or not in abolishing the old courts in *banco* is germane to the present inquiry; but rules of court ought certainly not to be allowed to override the express provisions of an Act of Parliament. Why the special cases, for instance, where all parties agree, are to be heard without distinction before two Judges we are at a loss to conceive. The parties would always be willing to consent, we should imagine, to have a case heard before a divisional court, and the question is whether they should be allowed to do so. Cases on demurrer are, it is true, now to be heard before a single Judge; but even this rule has not been observed in the Queen's Bench Division during the present sittings. On more than one occasion that active and industrious Judge, Mr. Justice Lush, sat with Mr. Justice Mellor, when his presence was not really required, sooner than remain idle; on another occasion, as the *Times* observed, Mr. Justice Field was called away for some reason from *Nisi Prius* to sit with Mr. Justice Mellor, when, according even to the rules, only one Judge ought to have constituted the court. During the present sittings, too, the Lord Chief Justice of England has been almost entirely absent from his own court to sit in the Court of Appeal, where at times his assistance was urgently needed. The result has been that the sittings at *Nisi Prius* have been very irregular both in Middlesex and London, and consequently the arrears have considerably increased.

Now, it is pretty plain from the above remarks that the present arrears are in no slight measure due to the inadequate accommodation, and the want of better arrangements among the judges. We doubt very much whether Parliament will think fit to increase the number of judges at present. That it would be a great improvement to have more *Nisi Prius* courts sitting than at present cannot be doubted; there is ample employment for three courts daily in every division. At the same time, until the new courts are completed no such reform can be effected; for, as already remarked, the energies of some of our judges are already mis-spent owing to want of room. A great deal, however, might be done at the present time by making the courts in *banco* subservient to the sittings at *Nisi Prius*. Complaint is made that so many Judges go circuit, and it has been suggested that, except on one or two circuits, only one Judge should travel circuit, and the services of commissioners be employed more freely. Now, in our opinion, commissioners ought never to be employed except on very special occasions, when it is impossible to finish the work by a limited time. It is no disparagement to these gentlemen, who are often very able and painstaking lawyers, to say that parties who bring their actions in a superior court, in preference to the county courts, in order that they may be presided over by the highest authority, ought not to be compelled to try before an inferior tribunal, whose decision and ruling cannot be expected to have the same weight as those of a Judge.

At present we are in a transition state, and it may be expedient not to be too hasty in tinkering our existing machinery.

#### A NEW COUNTY COURT BILL.

We recently noticed that a measure of reform to secure the disposal of local legal business in local courts was in preparation with a view to relieve the block of business which is daily getting worse in the High Court of Justice. "A Bill to Amend the Law relating to the Jurisdiction of the County Courts"—which we print in another column—it will be seen, would clearly accomplish that reform. On the day when Mr. J. COWEN, the member for Newcastle, gave notice of his intention to introduce this Bill, Mr. OSBORNE MORGAN gave notice that he would call attention to the delays in the despatch of business in the High

Court, and move that the "only way to grapple with the difficulty" is by increasing the number of Judges. Here, then, is a very decided issue—Shall the business be distributed amongst the County Courts, or shall more Judges of the High Court be appointed?

Let us see what are the main principles of Mr. Cowen's Bill. It consists of twenty-nine clauses. Clause 1 proposes to constitute principal County Courts, large districts being assigned to each; clause 4 proposes to give power to Her Majesty to constitute any County Court a principal court. The Bill also contains clauses as to the appointment and salaries of competent judges for these newly-constituted courts. Clause 10 provides for the appointment of "judicial registrars," who are to reside within their circuits, and are not to practice in any way, such appointments to be open to barristers and solicitors. It is stated in an important printed memorandum which accompanies the Bill, "The registrars (as distinguished from the judicial registrars) must of necessity, on the score of expense, continue to be as they now are, solicitors in practice, with the existing restriction on practising in the County Courts of their respective districts. They are in the main an able and efficient body of public servants, and they have performed their multifarious duties in a manner which deserves recognition. It is from these functionaries, in the great commercial and trading centres, that the registrars of the local registries of the High Court will probably be selected, as recommended by the commissioners, and for which provision is made in the Judicature Act 1873."

Judicial registrars are of course to be called upon to undertake much judicial work within certain well defined limits, and, in short, the clauses from 10 to 14 provide a machinery by which the creation of principal County Courts can be proceeded with according to the requirements of each particular part of the country. Proper provision is made for the removal of actions from the principal County Courts to the High Court, and *vice versa*. The provision in clause 22, to the effect that in matters coming before a principal County Court, motions by the Bar, and cases in which counsel appear, shall have precedence of those in which solicitors appear is, we think, unnecessary. Clause 23 provides an easy mode of appeal to the High Court from a decision of a principal County Court, and while we are not prepared to recommend the adoption of the Bill *verbatim et literatim*, yet we are convinced that the principles of the Bill deserve support.

The Bill offers an improvement in the administration of justice outside the pale of, and yet in keeping with, the spirit of the Judicature Acts and rules. Its main provisions are not new, but are traced on the lines laid down by the Judicature Commissioners in their second report. We are in a position to state that it has the support of several of the judges of the High Court of Justice, notably of Mr. Baron POLLOCK, who is an authority of the questions raised by Mr. Cowen's measure. Nor must it be supposed that this Bill is the work of laymen; its production is due principally to the labour of lawyers. Lord SELBORNE has approved the principles of the Bill, which is framed to some extent upon the suggestions of Mr. HARRINGTON, the learned County Court Judge, whose scheme for County Court reform we published in our columns last autumn. Mr. JOHN HOLLAMS (one of the most experienced of the Judicature Commissioners) has offered valuable suggestions, which have been incorporated in the Bill, and so also has Mr. DANIEL, Q.C., whose enlightened views on the subject of law reform reflect credit on the whole bench of County Court Judges. We can find no more suitable conclusion to our comments on this Bill than those contained in the printed memorandum to which we have already referred.

The Government will have to face the alternative of applying to Parliament for funds to appoint additional Judges to the High Court, or means must be found to enable the existing Judges to attend to their more important duties in London and the country, by relieving them from spending so much time on minor matters which might properly be tried before branch tribunals. But this involves, and indeed presupposes the existence of tribunals duly organized for the purpose. The Bar may not approve proposals, which are out of harmony with its traditions. It is too patriotic, however, and too sensible to remain permanently hostile. Whatever present arrangements may be made, the ultimate settlement of the question cannot be doubtful. It will not be determined by the convenience of individuals, but by a wise and statesmanlike consideration of the just demands and requirements of the public.

LEGISLATION AND JURIS-  
PRUDENCE.

## HOUSE OF COMMONS.

Friday, Feb. 9.

## JUSTICES OF PEACE, &amp;c. (CLERKS' FEES).

Sir H. SELWYN-IBBETSON asked leave to introduce a Bill to amend the law with respect to the appointment, payment, and fees of clerks of justices of the peace and clerks of special and petty sessions. He said that as far back as 1851 the question and the payment of these clerks by fees instead of salaries was raised, and a clause was passed enabling localities to adopt that mode of payment. The change was obviously desirable in many cases in which the fees were far in excess of the penalty inflicted, or intended to be inflicted by the magistrates, and where this was the case people got an idea that the magistrates were urged to convict by the clerks for the sake of their own profit. More recently, and particularly in 1872, attempts were made to render compulsory the payment of clerks by salary, and almost all the resistance they met with was due to differences of opinion about uniformity of fees, which, however desirable, was practically impossible. The Bill was framed to meet the inevitable differences between rural and populous districts, and would call upon some localities to submit fresh tables of fees to the Home Secretary.

Leave was given to bring in the Bill.

## JURISDICTION OF COUNTY COURTS BILL.

A BILL to amend the law relating to the Jurisdiction of the County Courts.

Whereas it is expedient to amend the law relating to the jurisdiction of the County Courts, and to constitute a limited number of such courts at convenient centres in populous trading and manufacturing localities principal County Courts, with an enlarged jurisdiction, and with extended districts, and to make further provision for the administration of justice within such districts.

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. The County Courts holden at the centres respectively mentioned in the first column of Schedule A. hereto annexed shall, from and after the commencement of this Act, become and be principal County Courts; and where in such schedule two centres are united together, the County Courts respectively holden at such centres shall, together form one principal County Court.

2. There shall be assigned to every principal County Court constituted by this Act, as a district for the purposes of this Act, the consolidated districts of the County Courts respectively mentioned in the second column of the said schedule hereto. Every principal County Court and the district assigned thereto shall together form a principal County Court circuit under the presidency of one or more judges.

3. From and after the commencement of this Act, all the County Courts comprised within any principal County Court circuit shall become and be subsidiary County Courts affiliated to such principal County Court, as members or branches thereof.

4. Her Majesty may by order in council from time to time direct that any County Court holden at a convenient centre shall, either singly, or together with any other County Court or County Courts, be constituted a principal County Court, and may assign a district thereto; and every County Court so ordered to be constituted as a principal County Court, and the district assigned thereto, shall together form a principal County Court circuit; and every such court shall henceforth be holden as a principal County Court under this Act, and in all respects as if it had been originally constituted under the provisions of this Act.

5. Her Majesty may by order in council from time to time direct that any two or more principal County Courts circuits shall be consolidated and form together one principal County Court circuit; and may alter the boundaries of any principal County Court circuit by extending or diminishing the area of its jurisdiction; and may from time to time appoint that the sittings of any principal County Court shall be holden at other convenient places within the circuit thereof, in addition to the places at which under the provisions of this Act principal County Courts are directed to be holden.

6. The judges of the courts constituted under the provisions of this Act shall be such persons as Her Majesty may be pleased to appoint thereto from the body of the County Court judges, or barristers of not less than ten years standing. They shall hold their offices for life, subject to a power of removal by Her Majesty, for misbehaviour or incapacity, on a joint address presented by the Lord Chancellor and the Lord

Chief Justice of England: Provided, that until Parliament shall otherwise direct, the judges to be appointed under this Act shall not be more than seven in number.

Whenever the office of any such judge shall become vacant, a new judge qualified in like manner may be appointed thereto by Her Majesty.

7. The judges appointed under this Act shall rank next after the junior judge for the time being of the High Court of Justice; and among themselves according to the priority of their respective appointments.

8. There shall be paid as a salary to every judge appointed under this Act, to include all travelling allowances, the sum of £3000 a year; and such salaries shall be charged on the same fund, and be paid to the persons respectively entitled thereto, in the same manner as the salaries of the County Court judges are now charged and paid.

9. Her Majesty may, on a petition presented through the Lord Chancellor for that purpose, grant to any judge appointed under this Act, who has served for twenty years in a judicial office, or for fifteen years as judge of a principal County Court, or who is disabled by permanent infirmity from the performance of the duties of his office, a pension, by way of annuity for the term of his life, not exceeding two-thirds of the yearly salary to which such judge is entitled: Provided, that if any such judge shall resign his office before he shall have received or become entitled to receive the salary payable to him under this Act for the full period of five years, any pension payable to him upon such retirement under this Act shall be calculated with reference to the average amount of salary received or receivable by him for the five years next preceding the date of such retirement, and not with reference to the salary to which he shall be entitled at the time of presenting his petition to Her Majesty for the grant of a pension.

10. There shall be attached to every principal County Court one or more officers, to be called judicial registrars. They shall be appointed by the Lord Chancellor. Any registrar of County Courts, or barrister or solicitor of not less than five years standing shall be qualified to be a judicial registrar; but the first appointments shall, so far as circumstances permit, be made from the existing registrars of the County Courts comprised in Schedule A. hereto annexed. The number of the judicial registrars, and the tenure of their offices, shall be determined, with the sanction of the Treasury, by the Lord Chancellor, who may, with like sanction, increase or diminish their number as circumstances may require; but so as not to deprive any judicial registrar of any right or claim to a pension which he might otherwise have under the provisions of this Act.

The judicial registrars shall reside within the circuits of the principal County Courts to which they are respectively attached. Any judicial registrar may be removed from one principal County Court to another when and as the Lord Chancellor shall think fit.

No judicial registrar shall practise, directly or indirectly, as a barrister, special pleader, equity draughtsman, conveyancer, solicitor, proctor, or notary public.

11. The judicial registrars shall be remunerated by salaries. They shall not be entitled to receive fees for their own use under any Act of Parliament authorising registrars of County Courts or local courts of bankruptcy to take fees for their own use. There shall be paid as a salary to every judicial registrar, out of moneys to be provided by Parliament, the sum of £1200 a year; and such further sum as the Treasury shall in each case deem reasonable to defray the expenses incurred by them in the discharge of their duties.

Every judicial registrar shall be deemed to be employed in the permanent civil service of Her Majesty, and shall be entitled as such to a pension in the same manner and upon the same terms and conditions as the other permanent civil servants of Her Majesty are entitled to pensions.

Nothing herein contained shall affect the right of any judicial registrar to receive for his own use fees as a district registrar, if appointed a district registrar of the High Court of Justice.

12. From and after the passing of this Act, vacancies in the office of registrar of any of the County Courts comprised in Schedule A. hereto annexed shall not be filled up. On the occurrence of any such vacancy, all the duties of registrar of the vacated County Court, including the superintendence of the office of such court, and the staff of clerks therein, shall be discharged by such one or more of the judicial registrars for the time being acting in the principal County Court circuit within which such court is situate, as the Lord Chancellor with the advice of the judges of such courts respectively, may from time to time determine.

Provision for the execution of the duties of high bailiff at the principal County Courts, and in the respective circuits thereof, shall from time to

time be made by the Lord Chancellor, with the advice aforesaid and with the sanction of the Treasury. No judicial registrar shall be competent to execute the office of high bailiff.

13. Until the change for which provision is hereby made shall be completely effected, the existing registrars and other officers holding offices in the several County Courts comprised within the principal County Court circuits constituted under the provisions of this Act, shall be respectively attached to the principal County Courts of such circuits. Subject to the provisions of this Act, they shall continue to discharge their existing duties, and shall hold their offices by the same tenure, and receive the same salaries as heretofore: Provided, that the Lord Chancellor may by order from time to time determine the duties to be performed by the registrars of the principal County Courts in the offices thereof, and in chambers respectively, and distribute the business therein in such manner as he may think expedient.

14. Subject to the provisions and limitations hereinafter mentioned, and to the rules and orders to be made in pursuance of this Act, all actions and proceedings arising in any principal County Court circuit which can be brought in the High Court of Justice may be brought in the principal County Court of such circuit; and every such court shall have jurisdiction and authority to hear and determine the same, whatever be the nature or amount of the claim.

Every principal County Court shall be a local court of bankruptcy, and its jurisdiction as such shall be exercisable as well at the places at which by or by virtue of this Act principal County Courts are directed to be holden, as in every subsidiary County Court within the respective circuits thereof.

Every judge of a principal County Court shall, within the circuit thereof, and by direction of the Lord Chancellor, or by consent of a judge thereof, in any other principal County Court circuit have and exercise, in addition to his ordinary powers as a County Court judge and judge of a local Court of Bankruptcy, all the powers and jurisdiction of a judge of the High Court of Justice.

15. Provided, that any party to any action or proceeding brought in a principal County Court, which cannot, under the provisions of this Act, be heard and determined by a judicial registrar, may apply at any time, or any reasonable grounds, to the High Court of Justice or to a judge thereof, for leave to remove such action or proceeding into the High Court of Justice; and if upon cases shown such court or judge is of opinion that the action or proceeding is a proper one to be removed, or that for some special reason it ought to be heard and disposed of in the High Court of Justice, such court or judge may order its removal accordingly, upon such terms as to security for costs or otherwise, as such court or judge shall think just; and may, by any such order, direct at what stage in the action or proceeding the proceedings in the High Court of Justice shall commence.

16. Any party to any action or proceeding brought in the High Court of Justice may apply at any time, on any reasonable grounds, to the court or to a judge thereof for leave to remove such action into a principal County Court; and if such court or judge is of opinion that the action or proceeding can be properly and conveniently disposed of in a principal County Court, such court or judge may order its removal accordingly; or may order that it be retained in the High Court of Justice upon such terms as to security for costs or otherwise as such court or judge shall think just; and may, in such last-mentioned case, direct that any interlocutory proceeding or issue in or arising out of such action be sent for trial to a principal County Court.

17. From and after the commencement of this Act, if any action or proceeding is brought in the High Court of Justice in which a claim capable of being valued in money is made, and which might, under the provisions of the Acts relating to the County Courts, have been brought in a County Court, and if in such action or proceeding the plaintiff shall not recover, obtain, or establish any damages, relief, right, or claim exceeding £50 in amount of value, the costs allowed him shall not exceed the cost to which he would have been entitled if such action or proceeding had been brought in a County Court, unless the High Court of Justice, or a judge thereof, shall otherwise order.

18. No principal County Court or judge thereof shall have jurisdiction to hear any action brought on a judgment of a Superior Court or judge; or any prize cause, or any proceeding within the Naval Prize Act 1864, or within any Act for the suppression of the slave trade, or any divorce or matrimonial cause.

19. Subject to the provisions of this Act, and to the rules and orders to be made in pursuance of this Act, the jurisdiction conferred on the judges of County Courts by the County Courts Act 1846, and the several Acts altering and amending the

same, or by any Act of Parliament relating to the said courts and judges, may be exercised in open court within the principal County Court circuits in which they may respectively for the time being be acting, by the judicial registrars; and the said Acts shall be construed, and shall take effect and apply, so far as relates to anything done or to be done after the commencement of this Act, and so far as the same may be respectively applicable, to the judicial registrars appointed under this Act, as if they had been originally named therein: Provided, that such jurisdiction shall not be exercised by a judicial registrar, without the consent of all parties to be affected thereby, in any action in which the claim exceeds £20, or in which a set off, or demand by way of counterclaim exceeding £20, is set up; or in any action or proceeding in which any relief other than or in addition to the payment of a money demand is claimed by any party thereto, or in respect of which jurisdiction is given to the County Courts by the several Acts mentioned in Schedule B. [twenty in number] hereto annexed, except in such proceedings under any of the said Acts as may now be disposed of by a registrar of a County Court, or are ministerial only and not judicial.

The jurisdiction authorised by the Bankruptcy Act 1869, to be exercised by the registrars of County Courts having jurisdiction in bankruptcy by delegation from the judge of any local bankruptcy court may be exercised in like manner, as well at the places at which by or by virtue of this Act principal County Courts are directed to be holden, as in every subsidiary County Court within the respective circuits thereof, by the judicial registrars; who may also, in open court within the principal County Court circuits in which they may respectively for the time being be acting, inquire into, ascertain, and certify to the judge of the principal County Court the means which any judgment debtor has or has had since the date of the judgment or order of satisfying the judgment debt; and every such certificate, unless the defendant gives notice four days at least before the hearing of the summons for commitment to the registrar of the principal County Court at which such summons is to be heard, and to the plaintiff, that he disputes some material statement therein shall be conclusive evidence of the matters therein certified, and the judge may make such order thereon as he shall think just.

The judicial registrars shall have jurisdiction to adjudicate upon and certify in chambers, or at any subsidiary County Court, all such interlocutory or other applications and matters arising in the course of any action or proceeding within the principal County Court circuit in which they may respectively for the time being be acting, as might, if the action or proceeding were pending in the High Court of Justice, be adjudicated upon or certified in chambers by a master, registrar, chief clerk, or other officer of the High Court; or, as may be adjudicated upon by the registrar of a County Court, subject nevertheless to the direction and review of the judge.

20. The judges appointed under this Act shall, within the principal County Court circuits in which they may respectively for the time being be acting, sit and hold courts at the places at which by or by virtue of this Act sittings of principal County Courts are directed to be holden, under such regulations, and at such intervals as may from time to time in each case be determined by the Lord Chancellor; but so that no such judge appointed under this Act shall be obliged to sit or hold courts between the fifteenth day of August and the fifteenth day of October.

Every judge of a principal County Court may hear and determine any action or proceeding, either at a principal County Court, or at any subsidiary court or other place within the principal County Court circuit in which he may for the time being be acting, and which he may specially appoint for the purpose.

Every judge of a principal County Court may sit in chambers, and when in chambers shall, in respect of all proceedings pending within the principal County Court circuit in which he may for the time being be acting, have and exercise the same powers and jurisdiction as might be had and exercised in chambers by a judge of the High Court of Justice in respect of proceedings pending in that court.

21. The judicial registrars shall, within the principal County Court circuits in which they may respectively for the time being be acting, hold courts at each place where the County Court is holden at the respective times or intervals, and in the same manner as the said courts have hitherto been holden by the County Court judges. They shall, when not engaged in travelling and holding courts within their respective circuits, attend at the principal County Courts to which they are respectively attached, and there assist the judges, and otherwise perform such duties as may be prescribed, or may be assigned to them by order of any such judge.

Provided, that no judicial registrar shall be required to hold courts or perform his prescribed duties in person during the month of September, or such other equivalent period in every year, as the Lord Chancellor shall from time to time in any case direct.

22. Subject to the provisions of this Act, and to the rules and orders to be made in pursuance of this Act, all actions and proceedings arising within any principal County Court circuit, and all motions and applications to the court in its capacity of a local court of bankruptcy or otherwise, which are not within the limits of the jurisdiction by this Act conferred on judicial registrars, or which the parties or the judicial registrar may think of sufficient importance to be heard by a judge, whether within the limits of the jurisdiction of the judicial registrar, or not, shall be heard and determined by a judge, either at a principal County Court or at such other place within the circuit as the court shall for any special reason appoint for the purpose; but all interlocutory proceedings, so far as conveniently may be, shall be disposed of in the County Court in which they originally commenced.

Any solicitor of the Supreme Court may appear and be heard in any principal County Court, without being required to employ counsel; but motions by the Bar, and cases in which counsel are engaged shall have precedence of those in which solicitors appear.

23. Any person dissatisfied with the judgment, ruling, or order of any judge of a principal County Court in any action or proceeding in which an appeal is allowed under the Acts relating to the County Courts, not being a proceeding in bankruptcy, may appeal, either by way of special case or by motion, upon such terms as to security for costs or otherwise, and in such manner as may be prescribed, to the High Court of Justice, and from that court to Her Majesty's Court of Appeal.

Every judgment, ruling, or order, not being an order in bankruptcy, made by a judicial registrar may, upon the application of any person dissatisfied therewith, and upon such terms as to security for costs or otherwise as may be prescribed, be reheard by a judge of the principal County Court to which such judicial registrar is attached.

24. From and after the commencement of this Act, the judges of County Courts, other than the judges appointed under this Act, shall rank next after the judges appointed under this Act, according to the priority of their respective appointments; and the salaries now payable to such judges shall be increased by £300 a year; Provided, that no such judge shall receive a larger salary than £1800 a year.

25. For the purpose of enabling the provisions of this Act to be carried into effect without delay, it shall be lawful for the Lord Chancellor to offer to any judges of County Courts, not exceeding six in number, who shall be willing to retire, pensions by way of annuity to be continued during their respective lives, equal to the full salary to which judges of County Courts are entitled, and the Treasury is hereby authorised to pay the same accordingly: Provided, that no such pension shall exceed the sum of £1500 a year.

26. If, for the purpose of carrying into effect the provisions of this Act, and in order to make way for the formation of the new circuits, the Lord Chancellor shall deem it necessary to exercise the power vested in him of removing any judge of County Courts from the districts of which he is the judge, and in or in the neighbourhood of which he resides, and of appointing him to any other district or districts, it shall be lawful for the Treasury to allow and pay to every judge so removed, by way of compensation for the expenses attendant on his removal, such sum as shall in each case be considered just and reasonable; but this section shall not apply to any judge of County Courts appointed under the provisions of this Act to any principal County Court.

27. The judges of the principal County Courts, or any three or more of them whom the Lord Chancellor may appoint for the purpose, shall, so soon as conveniently may be after the passing of this Act, under the direction of the Lord Chancellor, frame such rules, orders, and forms for regulating the practice and procedure of the principal County Courts, and such scales of costs to be paid to counsel and solicitors in respect of proceedings under this Act, as may in their opinion be necessary for giving full effect to the provisions of this Act; and such rules, orders, forms, and scales of costs, certified under the hands of the said judges, and allowed by the Lord Chancellor, shall from and after the commencement of this Act be in force in every principal County Court, and be judicially noticed. The said judges, or any three or more of them so appointed as aforesaid, may from time to time, under the like direction, revise, or vary, or revoke any such rules, orders, forms, and scales of costs. They may, for the purpose of framing or revising

such rules, orders, forms, and scales of costs, adapt any rules, orders, forms, and scales of costs for the time being in use in the High Court of Justice. Any rules, orders, forms, and scales of costs so certified and allowed shall be deemed to be within the powers conferred by this Act, and shall have the same force as if they were enacted in the body of this Act.

Except so far as otherwise expressly directed by such rules, orders, forms, and scales of costs, the practice and procedure and the allowances of costs in the principal County Courts shall be regulated by the rules, orders, forms, and scales of costs for the time being in force for regulating the practice and procedure of the County Courts.

Nothing in this Act shall authorise any alteration of the general rules made in pursuance of the Bankruptcy Act, 1869.

28. The County Courts Act 1846, and the several Acts altering and amending the same, shall, so far as the same may be respectively applicable, be construed, together with this Act, as one Act; and this Act may be cited as the County Courts Act, 1877.

29. This Act shall come into operation on the second day of November next after the passing thereof, except as to sects. 6, 12, and 27, as to which sections it shall come into operation immediately on the passing thereof.

## SOLICITORS' JOURNAL.

IN our last issue we published (page 204) a letter, signed "Lex," upon the subject of passing from one branch of the Profession to the other. The following is the clause referred to therein, and which, we understand, forms part of the Legal Practitioners' Society's Bill of the present session:—"The stamp duty payable upon articles of clerkship, whereby any person who shall have been previously duly admitted to the degree of barrister-at-law in England first becomes bound to serve as clerk in order to his admission as a solicitor of the Supreme Court of Judicature in England, shall be £30, and no stamp duty shall be payable upon the admission of such person as a solicitor of the said Supreme Court of Judicature, and no stamp duty shall be payable on the admission to be a member of either of the four Inns of Court in England, or on the admission to the degree of barrister-at-law in England of any person who shall have been previously duly admitted as an attorney of Her Majesty's late superior courts of law at Westminster, or as a solicitor of the late High Court of Chancery in England, or as a solicitor of the Supreme Court of Judicature in England." A reference to our correspondent's letter shows that there is excellent authority for such an enactment as the above, in the fact that during recent years like provision has been made in the case of Irish barristers and Scotch advocates seeking to be called to the English Bar. It is worthy, too, of comment that while solicitors contribute £105 to the public exchequer, besides certificate duty, before they can practise, barristers only contribute £75. If this clause passes it will strengthen the hands of the chief law society in regard to modifying the rules of the Inns of Court.

MR. WILLIAM GORDON, M.P. (solicitor), the newly elected President of the Legal Practitioners' Society, introduced, on Friday, the 9th inst., the Legal Practitioners' Bill 1877, and the bill was, on the same day, read a first time. The name of Mr. W. T. Charley, M.P., also appears on the back of the bill. Mr. Bigger, M.P., has given notice of the rejection of the measure. The bill at present stands for second reading on the 13th of June next.

SOME months ago we announced that the Common Law Taxing Masters were in the habit of allowing the sittings fee of 15s. after appearance in an action upon taxation of party and party costs, and that rule has, we understand, generally obtained, until lately, when some, at all events, of the masters have only allowed this fee after statement of claim, or notice in lieu thereof has been delivered, or on an order to stay, or on a taxation under Order XIV., rule 1. Looking at the altered procedure, and the several steps that can be taken in an action in the absence of all pleadings, we feel strongly that the original plan should be adhered to of allowing the equivalent for the old term fee after appearance in all cases.

A GOOD deal has been said of late about solicitors sharing auctioneers' commissions with them, and the Council of the Incorporated Law Society has very properly denied the truth of the wholesale accusations of the kind that have been made against the solicitors. The representative body of the auctioneers also protested that the charge, so far as they were concerned, was untrue. We



have received a copy of a circular letter, dated 14th Feb. 1877, and marked "Confidential," and addressed by an auctioneer to solicitors. It is in these terms: "I beg to offer you my services for any sales by auction, valuations, or other business for which you need an auctioneer or estate agent. My connection is such as to ensure a satisfactory sale for property of every kind, and my knowledge and experience of the various branches of the business enable me to carry through efficiently all matters connected with it. I have a large auction room here for the disposal of furniture, stocks in trade, &c., when a sale is not desired upon the vendor's premises. My terms are the lowest that can be quoted consistent with proper attention, and I am willing to allow you a share of commission as follows: On net commissions not exceeding £10, one-third allowance; exceeding £10 and not exceeding £25, one-half allowance; exceeding £25, three-fifths allowance. I must beg you to understand that these allowances will not in any way prejudice your client's interests, as I do not charge a penny more in any case on account of having to share the profit. I simply rely on the increased number of commissions to recoup me for their reduced amount. I shall be happy to wait upon you at any time, or instructions by post will be promptly attended to." The author of this tempting bait seems to have the subject of the late discussion in his mind when writing the latter part of this letter. We hope the auctioneers' society will deal with this circular, which, strange to say, makes no mention of the rate of commission charged by the applicant.

THERE are probably few solicitors who are not acquainted with sect. 37 of 6 & 7 Vict. c. 73, which provides that solicitors are not to commence an action for fees till one month after delivery of their bills. In this section provision is also made for referring bills to a master for taxation, whether relating to business transacted in court or not; for taxation after a month has elapsed; for taxation after twelve months under special circumstances; for payment of costs of taxation; for an order of the court upon a solicitor to deliver his bill, and to deliver up deeds, &c.; for procuring evidence of delivery of bill of costs, and power is given to a judge to authorise action to be brought by the solicitor for his debt before the expiration of the month from date of delivery. And for a period of over thirty years solicitors have been content to labour under the disabilities contained in this section. Early in 1875 the Legal Practitioners' Society took action with a view to the removal of at least one of such disabilities, and the consequence was the passing of 38 & 39 Vict. c. 79, which repeals sect. 37 of the Act of 1843, from the words "provided also that it shall be lawful for any judge of the Superior Courts of law and equity," to the end of the section, and power is given in sect. 2 of the new Act for a judge to allow an action for costs, &c., to be brought in certain cases, although the statutory month has not expired. Our main purpose in calling attention to this enactment is to urge that the time has come when solicitors ought to insist upon the repeal of all enactments which place them, as regards their debtors, in a worse position than other ordinary creditors. Lately a case was reported in which a solicitor was sued by a person who owed the solicitor a much larger sum than he claimed against the solicitor, and yet, because the debt due to the solicitor was for a bill of costs not delivered when action brought against him, he was precluded from pleading the amount of his bill as a set off. Can anything be more unfair? The repeal of section 37 of 6 & 7 Vict. c. 73, so far as it affects the rights of solicitors to sue for costs, is certainly necessary, and we cannot understand why it is allowed to remain on the statute book. We observe that the Council of the Incorporated Law Society, in its last annual report, simply says that Mr. Gregory, M.P., was requested "to give the Bill his general support in Parliament." It is a pity Mr. Gregory did not move with a view to the repeal of so much of the section as is affected by the new enactment.

In reference to a letter signed "A Non Prizeman" in our last issue upon the subject of some effort being made to secure for solicitors a record of their several qualifications and distinctions, such as that furnished as regards barristers by the Law List, and also by the Inns of Court Calendar (published by Butterworths), we have received from the editor of The Solicitor's Diary, Law List, and Calendar (published by Waterlows), a notification to the effect that this very object has been attempted in the issue of the Diary for the present year, and that he hopes, with the assistance of solicitors, to be able, in a few years, to record in this Diary the several distinctions and special qualifications possessed by solicitors of the Supreme Court. We may add that we consider the plan an excellent one, but it can only be ac-

complished by the hearty co-operation of the solicitors throughout the country. There are, we know, a large number of solicitors who have distinguished themselves as well at the law examinations as at the universities, and these are matters which especially deserve to be chronicled in the Solicitors' Calendar. No doubt the official Law List is very one-sided in this respect, that while much general information is given as regards barristers, nothing of the kind is given as regards solicitors, such general information being considered (as our correspondent informed us) "inadmissible."

In another column we publish several queries as to the construction of Order III., rule 6, Order XIV., rule 1, Order XXI., rule 4, and Order XXXVI., rule 1. London practitioners would have little difficulty in answering our correspondents' enquiries, while in some of the district registries it is, we dare say, not so easy to ascertain the practice which obtains in the principal registry. We must, however, be permitted to say that some of our country correspondents' inquiries on points of practice are such as any tyro should be familiar with.

In consequence of numerous communications received, we publish the following form for use by county law societies when petitioning Parliament against Lord Redesdale's proposals in regard to Parliamentary Agency. This form has been used by the Incorporated Law Society, and we believe by other societies of solicitors:—

TO THE RIGHT HONOURABLE THE LORDS SPIRITUAL AND TEMPORAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND IN PARLIAMENT ASSEMBLED: The humble petition of the Law Society sheweth.—1. That your petitioners, as representing the practising solicitors of the United Kingdom, have considered the report of the joint select committee of the House of Lords and the House of Commons on parliamentary agency. 2. That in the opinion of your petitioners, the Profession of a parliamentary agent is essentially of a legal character, and requires an accurate acquaintance, not only with particular branches of law, but with the general principles and practice of the law, besides an acquaintance with the practice of Parliament and a sound knowledge of parliamentary drafting. 3. That the duties of a parliamentary agent are no more distinct from those of a barrister and solicitor than those of a barrister devoting himself to common law business are distinguished from those of a barrister devoting himself to chancery business, or than those of a solicitor confining himself principally to conveyancing and chancery business are distinct from those of a solicitor practising chiefly in bankruptcy and criminal law. 4. That in each of the above cases the barrister and solicitor is required to pass an examination in general law before he is allowed to devote himself to any one branch of the Profession. 5. That parliamentary agents should, in like manner, be required to pass the examination to which a barrister or solicitor is subject; and in that case, in order to test his proficiency in parliamentary practice, questions can be proposed at the examinations for admission to the Bar or to the roll of solicitors in that branch, as is now the case in all other branches of law. 6. That if all parliamentary agents in future are barristers or solicitors, there can be no difficulty in a candidate becoming a pupil or an articled clerk to a parliamentary practitioner for all or part of his educational period, in the same way as a pupil now studies, or is articled, with a barrister or solicitor practising in the particular branch to which he wishes eventually to devote himself. 7. That the Council of Legal Education and the Council of the Incorporated Law Society would always be able to provide qualified examiners in parliamentary law in every other branch of practice. 8. That a general examination by the Civil Service Commissioners, followed by a special examination in parliamentary practice only, would not be calculated to ensure so general a knowledge of law as is necessary for a parliamentary agent, although it is quite possible that there may be exceptional cases of first-rate ability without any test whatever. 9. That the proposed restriction to barristers and solicitors of the right to practice cannot be considered in any way as a monopoly, since it is open to anyone to enter one or other of these professions, and it is not proposed to interfere with any Parliamentary agents at present practising, nor to adopt a different rule with regard to Scotland. 10. That solicitors are subject to heavy taxes on articles of clerkship, admission, and practice, and it is not reasonable that practitioners in Parliament should be exempt from similar charges. 11. That it is undesirable to create an entirely new profession for the purpose of engaging in a particular branch of legal business, and the Legislature has acted in that way by opening to the whole Profession the peculiar and technical duties formerly performed by proctors, a step which has proved most advantageous to the public. 12. That although, if there be special restrictions whereby the number of Parliamentary agents may become very limited, it may reasonably be presumed that such limited number would probably be better acquainted with the practice, and give less trouble to the officers of the Houses of Parliament than a larger number of practitioners, yet it would be no more for the benefit of the public to create such a monopoly than to limit the number of practitioners in the other branches of the law. 13. That the tendency of practice is to concentrate itself, to a great extent, in the hands of those known to be most efficient in each particular branch; but many good reasons prevail to render the employment of more general practitioners advantageous in numerous cases, and this latter course should not be restricted by exceptional legislation tending to confine the business to a favoured few. 14. That in the report of a Select Committee of the House of Commons in 1835, the committee expressed an opinion that evil instead of good will accrue to the community if anything approaching to a monopoly or restriction to a

number of agents should be produced under the recommendation they had offered. 15. That although a scale of maximum charges may reasonably be imposed on Parliamentary agents, it is contrary to good policy, the principle of freedom of contract, and the interests of the public, to interfere with private arrangements as to agency or diminished charges, so long as such charges are not shared by unqualified practitioners. 16. That the practice of dividing charges between the country solicitor and the London agent has prevailed without objection for many centuries in Chancery, common law, bankruptcy, and in appeals to the House of Lords and Privy Council, and of late in probate and divorce business, and that there is no distinction between these cases and that of a Parliamentary agent, the country solicitor being as dependent on his London agent in points of practice in common law, Chancery, and Probate cases as the solicitor is on his agent in Parliamentary cases. 17. That inasmuch as special rules for regulating the admission and practice of Parliamentary agents may very materially affect the large body of barristers and solicitors, they should be afforded a reasonable opportunity of considering and submitting their views upon any such proposed rules, and that this is in accordance with the precedent of 1835, when considerable time elapsed between the presentation of the report and its adoption. Your petitioners therefore humbly pray your Right Honourable House that in any regulations that may be made with regard to proceedings on any petition or Bill, a provision be inserted to the effect that, with the exception of existing Parliamentary agents, none but barristers, solicitors, and writers to the signet shall be qualified to act as Parliamentary agents; that no prohibition be inserted in any such regulations against the division of professional charges between the Parliamentary agent and any qualified practitioner; that before any such regulations be confirmed by your Right Honourable House your petitioners may have an opportunity of being heard thereon. And your petitioners will ever pray, &c.

This petition embodies the whole of the arguments in favour of the *status quo*. It may perhaps be well to point out more clearly than in the above form the evil effects upon the legal work of the country occasioned by the monopoly of the Bar, and, further, that many country solicitors are even in the habit of undertaking Parliamentary work without employing any agent at all. We may add that the debates in both Houses of Parliament last July on the subject of Lord Redesdale's motion will be found fully reported in the LAW TIMES of 5th August last.

ELSEWHERE we publish a short report of an application to the Common Pleas Division for an order calling on a solicitor to pay over money to a client or to answer the matter in an affidavit. We are much afraid that this process is being at times resorted to in order to enforce payment of money which in any other case than that of a solicitor would be sued for in a court of law. Tradesmen often adopt criminal proceedings against customers to enforce payment for goods supplied, and the courts are all ready to condemn this practice. In the application to which we refer, the provisions of sects. 7, 8, 9, 10 of 37 & 38 Vict. c. 68, were entirely overlooked. It must not be forgotten that by these sections the Registrar of Solicitors may appear on the application, and his costs may be ordered to be paid by the party applying against the solicitor. If, therefore, a solicitor can satisfy the council that the application is an unfair one, the council are in a position to appear and defend the solicitor.

#### SPECIMEN DIGEST OF THE LAW RELATING TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 233.)

##### ARTICLE 49.

##### EFFECT OF SUCH AGREEMENTS.

Such an agreement under the Attorneys and Solicitors Act 1870 (33 & 34 Vict. c. 28), shall not affect the amount of, or any rights or remedies for the recovery of, any costs recoverable from the client by any other person, or payable to the client by any other person. Any such other person may require any costs payable or recoverable by him to or from the client to be taxed according to the rules for the time being in force for the taxation of such costs, unless such person has otherwise agreed. Provided always, that the client shall not be entitled to recover from any other person under any order for the payment of any costs which are the subject of such agreement, more than the amount payable by the client to his own attorney or solicitor under the same.

33 & 34 Vict. c. 28, s. 5.

Such an agreement shall exclude further claims in respect of the business in reference to which the agreement is made, except in the case of express exceptions.

Id. s. 6.

A provision in any such agreement that the attorney or solicitor shall not be liable for negligence, or that he shall be relieved from any responsibility to which he would otherwise be subject as such attorney or solicitor, shall be wholly void.

Id. s. 7.

Nothing in the Act contained shall be construed to give validity to any purchase by an attorney or solicitor of the interest, or any part of the interest,



ADAMSON (Jno.), Ripon, York, farmer. March 15; Coppin and Dent, solicitors, Ripon.

ASHWORTH (Geo. Wm.), Burnley, lime merchant. March 10; Artindale and Artindale, solicitors, 4, Hargreaves-street, Burnley.

BELLEY (Geo. H.), 51, Lendenhall-street, London, licensed victualler. March 21; Alfred Diggle, solicitor, Hibernia Chambers, London Bridge.

BEPHNEY (otherwise Bamford), Oxford, spinster. March 3; Harry Jno. Skinner, solicitor, Bampton.

BOSFIELD (George T.), 9, Clifton-crescent, Sutton, Surrey, Esq. March 19; Wilson, Bristows, and Carmichael, solicitors, 1, Cophall-building, London.

BREKEN (Maximilian), Lucknow, India, captain of the 15th Hussars. April 2; W. A. Crump and Son, solicitors, 10, Philip-lane, London.

BUTKIN (Jno.), Abbot's Bromley, Stafford, farmer. March 31; Gardner and Sons, solicitors, Croasley stone, Hugsley.

BAXTER (Geo.), Boyd House, Linthwaite, near Huddersfield. March 15; Ramsden and Sykes, solicitors, 33, John William-street, Huddersfield.

COOPER (Jas. Wm.), Wyke, Stafford, licensed victualler. March 25; Jas. Glover, solicitor, 94, Park-street, Walsall.

COWEN (Robert T.), 22, Vaughan-road, Camberwell, Surrey, teacher of music. March 30; Carr and Co., solicitors, 70, Basinghall-street, London.

CUDWORTH (Susanah), Burnley, Lancashire, widow. April 1; Artindale and Artindale, solicitors, 4, Hargreaves-street, Burnley.

CLARKE (Wm.), The Mall, Cold Norton, Essex, farmer. March 25; Chas. Clarke, The Hall, Cold Norton.

DEACON (Jas. Wm.), 35, Silwood-road, Brighton, Esq. Hunters, Gwatkin, and Co., 9, New-square, Lincoln's-inn, Middlesex.

DORNINGTON (Sarah E.), Home Styal, Chester, and of Edmondsham Tower, Bournemouth, Hants, spinster. April 10; Earle and Co., solicitors, 14, Brown-street, Manchester.

EATON (Christopher), Bromley, Kent, butcher. March 24; W. C. Compton, solicitor, 19, Great George-street, Westminster.

EATON (Sarah), Church-row, Bromley, Kent, widow. March 24; W. C. Compton, solicitor, 19, Great George-street, Westminster.

EVANS (Thos.), Pinxton, Derby, farmer. March 5; Handley and Radford, solicitors, Mansfield.

FRANKLIN (Francis), 114, Malda Vale, Middlesex, widow. April 1; Dangierfield and Blythe, solicitors, 24, Craven-street, Charing-cross, Middlesex.

FOSTER (James), Colchester, Essex, gentleman. March 2; Alfred Neck, solicitor, Colchester.

FUDGE (Jno. Holmes), 15, Eastcheap, London, and of 8, Florence-terrace, Grange-road, Bournemouth, Surrey, hatter. March 18; Harcourt and Macarthur, solicitors, 18, Moorgate-street, London.

GRIFFIN (Henry), Newport, Mon., brewer. March 20; W. J. and H. G. Lloyd, solicitors, Bank Chambers, Newport, Mon.

GRIFFIN (Alexander O.), formerly of the firm of C. and J. Webb and Co., carrying on business as woollen warehousemen and army contractors, at 17, Coleman-street, London, but late of Bromfield House, Stamford-hill, Middlesex. March 25; Parson and Lee, solicitors, Abchurch House, Sherborne-lane, London, E.C.

HODGE (Hydney B.), 35, Highgate-road, Islington, and 17, Fieldgate-street, Whitechapel, Middlesex, sugar refiner. April 1; John G. Bonner, solicitor, 38, King William-street, London, E.C.

HORDER (Mary), 9, High-street, Swindon, Wilts, spinster. April 2; Kinnair and Tounshill, solicitors, Swindon, Wilts.

HUNTER (Thos.), Victoria Cottage, Southover-street, Brighton, Sussex, gentleman. April 1; Harcourt and Macarthur, solicitors, 18, Moorgate-street, London.

HOWELL (Wm.), 61, Lower Marsh, Lambeth, Surrey, gentleman. April 25; E. A. Howell, 11, Philip-lane, London, and E. Chiswick, 84, Newton-hill, Surrey.

HAYWARD (Jno.), Unicorn Inn, Stafford-street, Market Drayton, Salop, innkeeper and horse dealer. March 24; J. G. Pearson, solicitor, The Hermitage, Market Drayton.

HOTTE (Francis Jas.), L.L.D., Atherstone, Warwick. March 24; J. C. Fowler, solicitor, 47, Ann-street, Birmingham.

INGRAM (Jno.), Huntingdon, nurseryman, seed merchant, and florist. March 15; Maule and Burton, solicitors, Huntingdon.

JOHNSON (Jno.), Wath-upon-Deane, York, wine and spirit merchant. March 17; Burdett Smith and Pye-Smith, solicitors, Norfolk-street, Sheffield.

JACKSON (Charlotte A.), 9, Loudoun-road, St. John's-wood, Middlesex, widow. March 4; J. T. Marshall, solicitor, 8, King's-road, Bedford-row, Middlesex.

LEWIS (Sarah M.), 27, Back-lane-place, Brighton, Sussex, widow. Feb. 21; W. A. Sole, solicitor, 2, Promenade-place, Cheltenham.

LELAND (Jno. B.), Kirkby Stephen, Westmoreland, surgeon. Feb. 25; Thos. H. Preston, a licitor, Kirkby Stephen.

LAMB (Elizabeth), Middleham, North Riding, York, widow. March 7; Geo. Groves, solicitor, Middleham.

LAWSON (Elizabeth), formerly of Fallowfield, near Manchester, but late of 9, Sandown-terrace, Waverley, near Liverpool, widow. March 15; J. H. Law, solicitor, Cathedral-gates, Manchester.

MALCOLM (Jno.), 60, Millbank-street, Westminster, tarpaulin manufacturer. Aug. 10; J. Gorn, solicitor, 27, South Molton-street, Oxford-street, Middlesex.

MANN (Wm.), Manchester, and of Brighton-lane, Strangeways, Manchester, fish and game dealer. April 11; Allen, Prestage, and Halkyard, solicitors, 63, Princess-street, Manchester.

MAWSON (Jno.), Disforth, North Riding, York, gentleman. May 1; Winn and Whittham, solicitors, 21, Market-place, Ripon.

MILNES (Jas.), Laverdon, near Olney, Bucks. April 1; Pattison and Co., solicitors, 11, Queen Victoria-street, London, E.C.

NEWMAN (Geo.), Bradford, Wilts, gentleman, formerly an innkeeper. March 31; Stone and Sparks, solicitors, Bradford-on-Avon.

PARKINSON (Chas.), Lee-green, Miffield, York, currier and leather dealer. April 2; Tennant and Bayner, solicitors, Dewsbury.

PERRON (Eliza), Astrican Villa, Howard-road, Stratford, Middlesex, widow. March 31; Noon and Clarke, solicitors, 16, Blomfield-street, London, E.C.

PORTRUGEN (Henry Wm.), Sutton House, Sutton at Hone, Kent, Inspector-General of Hospitals, 11, M. a Madras Army, retired. April 1; Clark and Co., solicitors, 24, Carter-lane, Doctors'-common, London.

RODHAM (Jane), Kirkby Stephen, Westmoreland, widow. Feb. 28; Thos. H. Preston, solicitor, Kirkby Stephen.

ROXTON (Henry), Fernside, Macclesfield, Worcester, Esq. March 10; L. D. Broughton, solicitor, 34, Paradise-street, Birmingham.

RAINS (Harriet), 154, Harnwood-street, Camden Town, Middlesex. April 9; D. Wade, solicitor, 14, Clifford's-inn, London.

ROOKE (Harriet), 8, Royal-crescent, Bath, widow. March 25; Burns and Rook, solicitors, 37, Gay-street, Bath.

ROSE (H. R.), 18, Clarendon-road, Lower Clapton, Middlesex, Hebrew P. sector Emeritus of Bucking College. March 22; H. J. and T. Child, solicitors, Paul's Back-house-court, Doctors'-common, London.

RAYNER (Emma D.), 37, Brecknock-road, Camden Town, Middlesex, spinster. March 31; W. Thomas, solicitor, 8, Gray's-inn-place, Gray's-inn, Middlesex.

ROWE (Jno.), Stowford, Devon, yeoman. March 31; Whitford and Bennett, solicitors, Courtenay-street, Plymouth.

SNEAD (Ralph), 71, Lower Marsh, Lambeth, Surrey, boot and shoe manufacturer. March 28; W. C. Compton, solicitor, 19, Great George-street, Westminster.

SPARKS (Sarah C.), 3, Ivory-street, Unlucks-road, Norwich, spinster. March 25; Surridge and Co., solicitors, 42 and 44, Lombard-street, London.

SUTTER (Jno.), Castle Donington, Leicester, gentleman. March 25; W. Turner Shaw, solicitor, Derby.

SMITH (Jno.), Instead Hall, Norfolk, farmer. April 6; Miller, Son, and Stevens, solicitors, Bank Chambers, Norwich.

WHITLEY (Benjamin), Stones House, Soysland, Halifax, gentleman. March 31; Jonathan J. Lennox, accountant, Halifax, and W. E. Carter, schoolmaster, Rishworth, Halifax.

WINDHROP (Anne S.), Dutton House, Leominster, widow. March 21; Sale and Son, solicitors, Leominster.

WILLIAMS (Leonard D.), Swansea, Glamorgan, Esq. April 6; Strick and Balfourham, solicitors, Fisher-street, Swansea.

WYSON (Jno.), 35, Loman-street, Southwark, sack collector. March 21; A. Duggies, solicitor, Hibernia Chambers, London Bridge Southwark.

WYRE (Ellen F.), 17, Chop-top-place, Baywater, Middlesex, widow. March 17; W. H. Stephens, 30, Bedford-row, London.

WYSON (Robt.), Woodbine-terrace, Gateshead, Durham, chemist. March 1; Shaltee Robson, solicitor, Townhall, Gateshead.

WYRE (Harriet C.), 101, Gloucester-place, Portman-square, Middlesex, widow. March 22; Tatham and Co., solicitors, 3, Frederick's-place, Old Jewry, London.

WHITE (Henry H.), Q.C., Lincoln's-inn, Middlesex, and of the First Rectory-grove, Clapham, Surrey, Esq. March 31; Woodroffe and Plaskett, solicitors, 1, New-square, Lincoln's-inn, London.

WATKINS (Jno.), Manchester, merchant. March 28; Swinburne, Parker, and Co., solicitors, 67, King-street, Manchester.

WOMES (John), Kersal Lodge, Higher Broughton, near Manchester, and also of Wigan, cotton spinner. March 10; Slater, Heells and Co., solicitors, 75, Princess-street, Manchester.

WOMES (Thomas), Kersal Lodge, Higher Broughton, and Wigan, Esq. March 10; Slater and Co., solicitors, 75, Princess-street, Manchester.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Debating Societies, as to the several Examinations, and as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

In our last issue (page 258) we published a note of the case *Ex parte Adams* (an article clerk), which will be found reported in 35 L. T. Rep. N. S. 751, Ch. D. We have so many applications upon points in connection with service under articles, the answers to which will in many cases be found in a careful consideration of the judgment of the High Court in this case, that we call special attention to it. The decision is especially useful as showing in what way, and under what circumstances, an assignment of articles of clerkship will be considered as satisfying the requirements of 6 & 7 Vict. c. 73, s. 3. On the other hand, without questioning the judgment in the case, we are convinced that a modification of the requirements of the Act is much needed, and the facts of this case especially point to such a want.

UPON the subject of our announcement that notices for the final examination, and notices for admission on the roll of solicitors can be renewed within one week from the end of the month for which such original notices have respectively been given, a correspondent writes: "In April last year I gave notice for the June examination, but, wishing to be examined in November, at the end of June I went to the Law Society's Buildings in Chancery-lane, to renew my notices. I was asked if my articles had expired, and on answering that they had not I was informed that the regulation above quoted only applied to cases in which 'articles had expired,' and therefore I could not renew my notice, but must give a fresh one, and must also have a new set of questions answered by the solicitor to whom I was articulated." We are glad to have this information, but the construction thus put upon the provision in the third schedule to the general rules and regulations of November 1875 is clearly incorrect.

THE following lectures and classes are appointed to be delivered and held in the hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Equity Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, lecture on Conveyancing, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

WHERE articles expire between the 9th April and 22nd May, candidates may be examined on the 24th and 25th April next; and if between the 21st May and 2nd Nov., may be examined on the 19th and 20th June next; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

In case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between

the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

THE days appointed in 1877 for the Preliminary Examinations are Wednesday 21st and Thursday 22nd February; Wednesday 16th and Thursday 17th May; Wednesday 11th and Thursday 12th July; Wednesday 24th and Thursday 25th October.

THE general rules and regulations as to the several examinations prior to admission on the roll of solicitors, and as to taking out and renewal of annual certificates, issued on the 2nd Nov. 1875, provide in effect "that if any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall, for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, or has failed to obtain such a certificate within twelve months from the date of his admission on the Roll, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, and for the purpose of obtaining such an order the applicant shall, six weeks before the application is intended to be made, give notice thereof as in the case of an original admission, and the affidavits in support of such application shall be filed at the Petty Bag Office, and a copy thereof shall at the same time be left with the clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such taking out or renewal, shall (if made) be drawn up on reading such affidavits, and an affidavit of such copies having been left and notices given. Upon an application to dispense with the required notice of intention to take out or renew a certificate, a summons must be served on the Registrar of Solicitors calling on him to shew cause within ten days why such taking out or renewal of certificate should not be allowed; and if no cause be shown to the satisfaction of the Master of the Rolls, he may make an order for allowing such certificate to be issued."

## INNS OF COURT.—(COUNCIL OF LEGAL EDUCATION).

### EXAMINATION OF CANDIDATES FOR PAM CERTIFICATES.

Easter Examination, 1877.

THE attention of students is requested to the following rules:

No student admitted after the 31st Dec. 1872, shall receive from the council the certificate of fitness for call to the Bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects, viz.: First, Roman Civil Law; secondly, The Law of Real and Personal Property; thirdly, Common Law; and, fourthly, Equity.

No student admitted after the 31st Dec. 1872, shall be examined for call to the Bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman Civil Law at any time after having kept four terms.

An examination will be held in March next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Monday, the 12th day of March next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the Bar, or whether he is merely desirous of passing the examination in Roman Law under the above-mentioned rules.

The examination will commence on Thursday, the 22nd March next, and will be continued on the Friday, Saturday, and Monday following.

It will take place in the Hall of Lincoln's-inn, and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order: Thursday morning, 22nd March, at ten, on Roman Law; Thursday afternoon, 22nd March, at two, on Constitutional Law and Legal History; Friday morning, 23rd March, at ten, on Common Law; Saturday morning, 24th March, at ten, on Equity; Monday morning, 26th March, at ten, on Real and Personal Property Law.

The oral examination will be conducted in the same order, and on the same subjects, as these

already marked out for the examination by printed questions.

**Note.**—Students admitted prior to 1st Jan. 1873, and who are candidates for a pass certificate, have an option of passing in Constitutional Law, and Legal History, or Roman Law; Common Law or Equity; and Real and Personal Property Law.

The EXAMINER in COMMON LAW will examine in the following subjects: 1. The Law of Contracts. 2. The Law of Torts. 3. Criminal Law. 4. The Judicature Acts. Candidates will be examined on general and elementary principles of law.

The EXAMINER in EQUITY will examine in the following subjects: 1. Trusts. 2. The Rights and Liabilities of Married Women. Candidates will be examined in the above-mentioned subjects.

The EXAMINER in the LAW of REAL and PERSONAL PROPERTY will examine in the following subjects: 1. The Creation, Devolution, and Disposition *inter vivos*, and by will, of Estates, and Interests in Real and Personal Property, including Estates and Interests, by way of Statutory use, and of Trust. 2. The Statutes of Mortmain. Candidates will be examined in the elements of the foregoing subjects.

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following books and subjects: 1. Stubbs' Constitutional History of England. 2. Hallam's Constitutional History. 3. Broom's Constitutional Law. Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

The EXAMINERS in ROMAN LAW will examine in the following subject—The Institutes of Justinian. Candidates will be examined in the above-mentioned subject.

#### EXAMINATION OF CANDIDATES FOR STUDENTSHIPS, HONOURS, AND PASS CERTIFICATES.

*Trinity Examination, 1877.*

The attention of students is requested to the following rules:—

As an encouragement to students to study Jurisprudence and Roman Civil Law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both Jurisprudence and Roman Civil Law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

No student admitted after the 31st Dec. 1872, shall receive from the council the certificate of fitness for call to the Bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects, viz., first, Roman Civil Law; secondly, the Law of Real and Personal Property; thirdly, Common Law; and, fourthly, Equity.

No student admitted after the 31st Dec. 1872, shall be examined for call to the Bar until he shall have kept nine terms, except that students admitted after that day shall have the option of passing the examination in Roman Civil Law at any time after having kept four terms.

An examination will be held in May next, to which a student of any of the Inns of Court who is desirous of becoming a candidate for a studentship, or honour, or of obtaining a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Tuesday, the 1st May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, or honour, or of obtaining a certificate preliminary to a call to the Bar; or whether he is merely desirous of passing the examination in Roman Law under the above-mentioned rule.

The examination will commence on Friday, the 11th May next, and be continued on the Saturday, Monday, Tuesday, Wednesday, and Thursday following. It will take place in the Hall of Lincoln's-inn, and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order: Friday and Saturday, the 11th and 12th May, at ten until one, and from two until five on each day, the examination of candidates for studentships in jurisprudence and Roman law.

The examination of candidates for honours and pass certificates will take place as follows:—Monday morning, the 14th May, at ten, on Equity; Tuesday morning, the 15th May, at ten, on Roman Law; Tuesday afternoon, the 15th May, at two, on Constitutional Law and Legal History; Wednesday morning, the 16th May, at ten, on Common Law; Thursday morning, the 17th May, at ten, on the Law of Real and Personal Property.

The oral examination will be conducted in the same order and on the same subjects as those already marked out for the examination by printed questions.

**NOTE.**—Students admitted prior to the 1st Jan. 1873, and who are candidates for a pass certificate, have an option of passing in Constitutional Law and Legal History, or Roman Law; Common Law or Equity; and Real and Personal Property Law.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW, AND ROMAN LAW.—Candidates for the studentships will be examined in all the following subjects:—I. Institutes of Gaius and Institutes of Justinian. II. Those portions of the Digest which relate to the Law of Servitudes, particularly the eighth book of the Digest. III. History of Roman Law. IV. Principles of Jurisprudence, with special reference to the writings of Bentham, Austin, and Maine. V. Elements of International Law. VI. Principles of Private International Law. Candidates for honours will be examined in those numbered 1, 3, and 4; candidates for a pass certificate in the Institutes of Justinian.

The EXAMINER in COMMON LAW will examine in the following subjects:—1. The Law of Contracts. 2. The Law of Torts. 3. Criminal Law. 4. The Judicature Acts. Candidates for a pass certificate only will be examined on General and Elementary Principles of Law; and from candidates for honours the examiner will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

The EXAMINER in EQUITY will examine in the following subjects:—1. Administration of Estates of Deceased Persons. 2. Specific Performance. 3. Fraud. 4. Suretyship. Candidates for honours will be examined in all the above-mentioned subjects. Candidates for a pass certificate in those numbered 1 and 2 only.

The EXAMINER in the LAW of REAL and PERSONAL PROPERTY will examine in the following subjects:—1. The Creation, Devolution, and Disposition *inter vivos* and by Will, of Estates, and Interests in Real and Personal Property, including Estates and Interests by way of statutory use, and of trust. 2. The Statutes of Mortmain. Candidates for a pass certificate will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following books and subjects:—1. Stubbs' Constitutional History of England. 2. Hallam's Constitutional History. 3. Broom's Constitutional Law. 4. The Principal State Trials of the Stuart Period. 5. The concluding chapter of Blackstone's Commentaries, being that "On the Progress of the Laws of England." Candidates for honours will be examined in all the above-mentioned books and subjects; candidates for a pass certificate only will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

#### MIDDLE TEMPLE.

The Masters of the Bench of this society, at a Parliament, held on the 9th inst., awarded the following Scholarships of 50 guineas each:—

International Law and Constitutional Law.—Harry Hewson, student of the Middle Temple.

Common Law, including Criminal Law.—Claude C. Molyneux Plumpton, student of the Middle Temple.

Equity.—James Aloysius Souly, B.A., London University, student of the Middle Temple.

Real and Personal Property.—Ernest William Radford, Trinity College, Cambridge, student of the Middle Temple.

#### INNER TEMPLE.

The Benchers of the Inner Temple have awarded the Pupil Scholarships of 100 guineas each:—

To Mr. B. P. Neuman, LL.B., London University, in the class of Equity;

To Mr. W. H. Solomon, St. Peter's College, Cambridge, in the class of Real Property; and

To Mr. H. R. Kuiper, LL.B., Trinity College, Cambridge, in the class of Common Law.

These prizes are to be devoted towards enabling the successful competitors to complete their legal education in barrister's chambers.

#### THE INCORPORATED LAW SOCIETY

##### FINAL EXAMINATIONS, 1876.—SPECIAL PRIZES.

On the report of the Court of Examiners the Council have awarded the following distributions:—

##### Timpron Martin Prize for Candidates from Liverpool.

To Mr. William Thomas Rogers, who from among the candidates from Liverpool in the year 1876 passed the best examination, and who attained honorary distinction, the council have awarded the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool.

Mr. Rogers served his clerkship with Messrs. Bateson and Co., of Liverpool, and obtained a prize in Nov. 1876.

##### Atkinson Prize for Candidates from Liverpool or Preston.

To Mr. Thomas Bateman Napier, who from among the candidates from Liverpool or Preston in the year 1876 has shown himself best acquainted with the law of real property and the practice of conveyancing, has otherwise passed a satisfactory examination, and has attained honorary distinction, the Council have awarded the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool.

Mr. Napier served his clerkship with Messrs. Charnley, Son, and Finch, of Preston; and obtained a prize in June 1876.

##### Broderip Prize for Real Property and Conveyancing. Open to all candidates.

Mr. John Dendy, jun., having, among the candidates in the year 1876, shown himself best acquainted with the law of real property and the practice of conveyancing, having passed a satisfactory examination, and having attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn.

Mr. Dendy served his clerkship with Mr. William George Sale, of Manchester, and Messrs. Sale, Shipman, and Seddon, of Manchester, and obtained a prize in Jan. 1876.

##### Scott Scholarship. Open to all candidates.

Mr. Thomas Bateman Napier being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields, London.

Mr. Napier served his clerkship with Messrs. Charnley, Son, and Finch, of Preston; and obtained a prize in June 1876.

##### Birmingham Law Society's Prize for Candidates from Birmingham.

The examiners also reported that from among the candidates from Birmingham in the year 1876 there was no one qualified to take the prize for that year.

The examiners also reported that from among the candidates from Manchester and Salford in the year 1876, Mr. John Dendy, jun., passed the best examination.

Mr. Dendy served his clerkship with Mr. William George Sale, of Manchester, and Messrs. Sale, Shipman, and Seddon, of Manchester; and obtained a prize in Jan. 1876.

#### BIRMINGHAM LAW STUDENTS' SOCIETY.

On the occasion of the thirtieth annual meeting in connection with the Birmingham Law Students' Society, the members dined together at the Midland Hotel. The chair was occupied by Mr. W. Foreyth, Q.C., M.P., and the vice-chair by Mr. S. Balden. There were also present Messrs. W. H. B. Roher, T. E. Spencer, H. Parish, F. W. Lowe, R. Duke, T. H. Gem, R. Free, B. Weekes, W. Johnson, Crowther Davies, J. E. Deakin, E. B. Rawlings, Jacob Rowlands, J. B. Hebbert, S. C. Hadley, Redgrave, Caddick, Canning, S. R. Shore (secretary), H. Goodman (treasurer), W. J. Sutton (librarian), &c.

In proposing the first toast, "The Queen and the Royal Family," the Chairman remarked that her Majesty had been graciously pleased to intimate her intention of opening Parliament next session in person, and he trusted that they might take that as an omen of the Queen's intention to show herself more frequently among her subjects. (Hear, hear.) He was quite sure that whenever she appeared amongst them she would be received with loyalty and heartiness. As the interests of her Majesty were inseparably interwoven with those of the rest of the Royal family, he should not seek to disavow them. (Hear, hear.)

The toast was drunk with enthusiasm.

Mr. Roher proposed "The Houses of Parliament;" and the Chairman, in responding, said he had no connection with the peerage—the Prime Minister had not confided to him his intention of drawing him to the House where he had himself gone—and he felt somewhat at a loss to return thanks for that august assembly, the House of Lords. He thought he might, however, as a citizen of a free country, say that there never

was a time when there was less antagonism between the House of Lords and the country, or when the country at large had more confidence in the House of Lords. (Applause.) There was a feature in connection with the House of Commons which he believed would ensure it a prolonged existence—it never set itself in foolish obstinacy against the strongly-expressed and determined will of the people. The House of Commons was an institution which grew with our strength, and as England became older, it seemed to be fonder of its House of Commons. Next week the new session of Parliament would commence, and he expected it would be a more lively session than we had had for some years. The ironclads of the Opposition were getting up their steam and preparing for action. He thought all—whether friends or foe—would charitably wish the Ministry a good deliverance. (Hear, hear.) Perhaps the present was the only occasion when a member of Parliament would address a meeting of his fellow-countrymen and not in the course of his speech allude to the Eastern Question. They knew that the Conference had done nothing, but he hoped the result would not be war—certainly not war in which England would be or could be engaged—but that a peaceful solution would be given which would secure to the unhappy provinces of Turkey something like good government, and spare Europe the calamity of a war. (Hear.) But besides the question of foreign politics, there were many questions of interest of a domestic nature to occupy their attention. He thought he might say with truth that seldom had there been a Parliament which had devoted itself more earnestly and more sedulously to the social condition and well-being of the people than the present Parliament, which began in the year 1874, and in that he took no more credit to his own party than the other, because, although they might differ as to the means and quarrel as to the different modes of carrying on the work, Conservatives and Liberals had one object in view—to promote the welfare and increase the happiness and prosperity of the people of this great empire. (Applause.)

The Secretary then announced the receipt of letters of apology for non-attendance from Mr. Motterham, Q.C. (judge), Mr. Loxdale Warren, Mr. A. Young, Mr. Jesse Herbert, Mr. A. Ryland, Mr. Saunders, Mr. G. J. Johnson, Mr. J. Horton, Mr. T. Martineau, and Mr. W. H. Tyndall.

The Secretary afterwards read the committee's annual report, which stated that never since its foundation—thirty years ago—had the society stood so high as at the present time. It appeared from the annual report of the United Law Students' Society, London, that the Birmingham Law Students' Society, was now by far the largest in the United Kingdom, besides being one of the oldest. During the past year twenty new ordinary members and seven honorary members had been elected, four out of the twenty-seven being graduates, and five students having passed into the rank of solicitors. The society now consisted of 201 hon. members and 67 ordinary, being a considerable increase on last year. Of ordinary meetings—of which there had been 600 exactly—nineteen were held last year for the purpose of discussing legal or jurisprudential moot points. The attendance at those meetings had varied from twelve to thirty-eight, with an average of twenty-one members per meeting. The debates on the whole had been very well sustained. The report contained details as to lectures delivered, and went on to state that the great event of the past year had undoubtedly been the transfer of the society's library to the commodious new premises of the Birmingham Law Society. The committee hoped that the next session would demonstrate the members' appreciation of the advantages they enjoyed. Many new books suitable for students had been added to the library, "and many other books also very suitable for students have been abstracted. The return of these will oblige." (Laughter.) In conclusion, the committee urged upon the members the necessity of regular attendance at the debates and lectures, and upon all solicitors the vital importance of their articulated clerks becoming members.

The treasurer's report stated that the society had paid all its debts and had a balance in hand of £9 16s. 2d., whereas at the commencement of the year it was in debt to the amount of £30 9s. The receipts for the past year amounted to £120—a much larger sum than had ever been collected in any previous year.

Upon the motion of Mr. Lowe, the reports were adopted.

Auditors, scrutineers, and committee having been appointed,

The Chairman delivered an address, in the course of which he said he thought it was impossible to exaggerate the utility of such an institution as the Law Students' Society. The danger in respect of the kind of education which a solicitor would receive was that of falling into habits of routine and mere technicality. He could not conceive anything better suited to make a man a sound

and accurate lawyer than the habit of discussing, as it were in open court, questions of law. No man could do that successfully without examining principles, sifting authorities, and making himself master, to a certain extent, of the science of law. The English law had been accused—as compared with the scientific system of other countries—of being barbarous, and as not deserving the name science. That was by no means true. They would find that the common law of England—if they studied it properly—could be generally solved into a certain number of great principles, which commended themselves to their reason as just and right, and it was in that sense, and that sense alone, that the law deserved a high encomium passed upon it. He did not think they ought to confine themselves solely to the study of the law. There was such a thing as literature, which might be cultivated not only with advantage to themselves but with success to others, because they might enlarge, strengthen, and refine their minds by making literature the hand-maid to law. (Hear, hear.) A good deal had been said lately about the advisability of amalgamating the two professions of a barrister and a solicitor. He was not at all surprised that the outside public should see no reason why the two professions should be distinct. The real reason—which to his mind was conclusive—why there ought to be a separation between the two professions was, that they never would have worked properly done unless there was a subdivision of labour. He did not believe that the public would save in point of money by the change. Certainly, if he undertook to do for his client both kinds of work—that of a solicitor and that of a barrister—he should charge for both just the same. (Laughter.) A more honourable profession than that of a solicitor could not well be conceived. A good man and a sound lawyer would always gain the respect and esteem of his fellow-men, and earn the rich reward through life of an approving conscience. No doubt the profession of the law had been open to reproach, and justly so, for it opened the door to a great deal of chicanery and something very often like fraud. The great characteristic of the law of late years had been its becoming less and less technical, and more and more leading to substantial justice. It was no doubt with reference to that tendency that the High Court of Justice was established, but he thought its establishment had been changes by no means desirable, and he saw no reason why the time-honoured names of English jurisprudence should have been swept away. There was no doubt that the High Court of Judicature was suffering from a pressure of business; and it was disgraceful that in a country like England, with all its wealth, its commercial intelligence, and its vast commercial interests, the judges at the present moment could not find a room in which to sit, but were obliged to ask almost piteously for a parlour or a closet where they might hold a court and transact the business of the country. He also thought that it was a melancholy thing to see ten of the Judges of England taken from the courts—where there were most important cases pending and waiting for judgment—to the Privy Council, for the purpose of determining whether a clergyman should stand east or north, or wear a black or a white gown, as if the whole interest of the Church of England depended upon the result. (Hear, hear.) Mr. Forsyth proceeded to refer to Mr. Norwood's bill, the object of which was to enable a client who retained counsel to bring an action against him if he neglected his business. If it had been pressed to a division he should have opposed the bill, but only on one ground. He felt strongly that Mr. Norwood had a good case of complaint, and he should have supported the bill if he had thought there was no other remedy, for he held that it was in the highest degree disgraceful for any man to receive payment for work which he could not perform. Still the people had the matter in their own hands to reform. Speaking of legal education, he said he did not see why there should be anything like a legal university in London to which students should be required to go. In conclusion, he urged the students to take such a course as should end, not only in their being successful lawyers, but kind and good men. He proposed "The Birmingham Law Students' Society."

Mr. S. C. Hadley, in responding, alluded to the fact that the rolls of the society had contained the names of a large number of eminent lawyers now practising in Birmingham and its vicinity, many of whom had acknowledged their indebtedness to the society for its assistance. Amongst others he might mention the learned Ex-president of the Birmingham Law Society, Mr. G. J. Johnson, who, in a recent lecture on Satisfied Terms, said he owed his acquaintance with the subject to a debate in which he took part when a student of the society.

The remaining toasts were "The Bench and the Bar," proposed by the Vice-Chairman, and responded to by Mr. Roher; "The Birmingham Law Society," proposed by Mr. Deakin, and

acknowledged by Mr. Johnson; "The Officers of the Birmingham Law Students' Society," proposed by Mr. Weekes and responded to by Mr. Shore.

The proceedings terminated with a hearty vote of thanks to the Chairman.

#### BRISTOL LAW STUDENTS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library, Small-street, Bristol, on Tuesday evening, Feb. 6. The chair was taken by L. A. Good-eve, Esq., barrister-at-law. The subject for discussion was, "That the doctrine of satisfaction is not beneficial." The affirmative was opened by Mr. Powell, seconded by Mr. Cross; the negative was opened by Mr. Millard, seconded by Mr. Carpenter. Other members having spoken on the question, the president summed up the arguments, and the motion, on being put to the meeting, was lost by a majority of two votes. A hearty vote of thanks to the president terminated the meeting.

#### HULL LAW STUDENTS' SOCIETY.

AN ordinary meeting of this society was held on the 6th inst. The point for discussion was the following: "Can an action be brought on a verbal contract for the sale of fixtures?" Messrs. Winter, Hobson, and Martinson argued in the affirmative, and Mr. Bell in the negative. The point was decided in the affirmative. Another meeting was held on the 13th inst., and a discussion took place on the subject: "Should the law of primogeniture be abolished?" Mr. Farrell spoke for the affirmative, and was supported by Messrs. Gordan and Lambert; the negative was taken by Messrs. Winter and Martinson. The question, on being put to the vote, was carried in the affirmative.

#### LAW STUDENTS' DEBATING SOCIETY.

AT the meeting of this society, held at the Law Institution on Tuesday, the 6th inst., Mr. Gibb in the chair, the question discussed was as follows: "A testator bequeaths a leasehold house to trustees for the residue of the term of eighty years for the benefit of A. He also makes a residuary bequest of all realty and personally. The term being about to expire in the testator's lifetime, he takes an extension of the lease for 100 years, and dies without having altered his will. Does A. take any interest under the will?" (See 1 Vict. c. 26, sect. 23, 24, *Re Gibson*, L. Rep. 2 Eq. 669; *Cox v. Bennett*, L. Rep. 6 Eq. 422.) Mr. Eady opened the debate in the affirmative, and, after considerable discussion, it was decided in that way by a majority of one vote. The secretary announced that at the recent L.L.B. examination of the University of London for honours, Mr. Archibald Arthur Frankerd, B.A., a member of this society, was awarded the exhibition in the first class. Thirty-two members were present at the meeting.

At the meeting on Tuesday last, the 13th inst., at the Law Institution (Mr. Eady, L.L.B., in the chair), a very interesting discussion took place on the subject of the taking of commissions by solicitors. Mr. Inderman (in the absence of Mr. E. C. Harris) opened the debate, stating that he believed the taking of commissions did exist to a considerable extent, and on behalf of those solicitors who had taken commissions, not considering there was any harm in so doing, he defended the practice, and argued that as the majority of solicitors considered there was no objection to taking commissions from brokers or insurance offices, so by analogy the taking of commissions from auctioneers was a justifiable course, and that it was not fair to stigmatise such a practice as it recently had been stigmatised both by the Incorporated Law Society and the Birmingham Law Society as wholly unprofessional and unjustifiable. Mr. Dabee opened the subject in a negative view, submitting that the taking of commissions from auctioneers opened a door of temptation to solicitors to employ always a certain auctioneer to the possible prejudice of the client, but he did not seem to consider that there was much (if any) objection to the taking of commissions from brokers or insurance offices. A good discussion ensued, when the majority of the members present were decidedly in favour of Mr. Dupree's view of the matter, and some members were even found to go so far as to argue that the taking of commissions in any shape by solicitors is an improper course. Two new members were present.

#### LEEDS LAW STUDENTS' SOCIETY.

A MEETING of this society was held on Monday the 12th inst. Mr. Serjt. H. T. Atkinson occupied the chair. The subject under discussion was, "Can a husband, by showing that he has forbidden his wife to pledge his credit, although no notice of that fact has been communicated to the tradesman, limit his liability for her contracts



for necessities?" The following cases, amongst many others, were cited: *Manby v. Scott* (2 S. L. C. 386), *Etherington v. Parrot* (1 Salk, 118), *Philpison v. Hayten* (L. Rep. 6 C. P. 38), *Montague v. Benedict* (S. C. 1 C. & P. 356), *Reneaux v. Teacle* (13 C. B. 627), *Jolly v. Rees* (C. B. 15 N. S. p. 628), *Howard v. Sheward* (L. Rep. 2 C. P. 148). There was a large attendance, though only eighteen members voted on the subject. The affirmative was carried by a majority of eight votes. A hearty vote of thanks to the chairman concluded the proceedings.

#### NOTTINGHAM LAW STUDENTS' SOCIETY.

THE third ordinary meeting of this society was held at the Grand Jury Room, Guildhall, Nottingham, on Friday evening, the 2nd Feb. The chair was taken by John Hodgson, Esq., solicitor. The question for discussion was, "That the Permissive Bill is worthy of support." The affirmative was opened by Mr. Joseph Bright, supported by Mr. W. H. Kay; and the negative by Mr. S. G. Warner. All the members present took part in the debate, and the question was decided in the affirmative by five votes to three. The meeting was attended by fourteen members.

#### PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Athenæum, Plymouth, on Friday, the 9th inst. (E. G. Bennett, Esq., in the chair). The business of the evening commenced with the election of Mr. F. E. Bennett as an ordinary member, this election making a total of ten ordinary members who have joined the society during the present session. The secretary stated that the draft of the new rules had remained on the table at the Law Library for upwards of a month without having been altered, and asked the opinion of the meeting as to their being printed; after a discussion on the subject, it was decided that the printing be proceeded with immediately. The subject for debate, "Can an agreement, the signature to which was procured by a threat of detention of a person's goods, or of injury to them, be repudiated by a party so coerced?" was then brought forward by Mr. Scall, Mr. Chubb being in the negative. Messrs. Harrison, Helpman, Fox, Gary, and Matthews also spoke on the subject. On the question being put to the vote, it was decided in the negative. At the next meeting of this society an imaginary action at Nisi Prius will be tried, the plaintiff claiming damages from a railway company for injuries received in a collision.

#### SOLICITORS' APPRENTICES' LEGAL DEBATING SOCIETY (DUBLIN).

A MEETING of the above society was held at their room, No. 6, Townsend-street, last Saturday, when the following subject was debated: "That the execution of Charles I. was justifiable."

#### UNITED LAW STUDENTS' SOCIETY.

At a meeting held on Wednesday, the 7th inst., a motion in favour of holding meetings for the discussion of legal subjects on the second and fourth Monday in each month, at the Law Institution, was carried unanimously. A report of the committee on the proposed establishment of a law library in connection with this society was laid on the table, and formed the basis of a full and lengthy discussion. The management is to be entrusted to a librarian, members being allowed to retain books for a fortnight, reports, pamphlets, and other papers for a week, subject to a further extension of time at the discretion of the librarian. In consequence of the length of time occupied, the debate stands adjourned *sine die*.

At the meeting held on Wednesday, the 14th inst., at Clement's-inn Hall, Strand, the following formed the subject of discussion: "That the grand jury system should be abolished." Mr. E. C. Rawlings opened the debate, and in a lengthy and exhaustive speech, set out the various arguments against the present system. After a full discussion, in which a number of members took part, the motion was carried by a majority of sixteen. Previously to the debate, Mr. F. B. Moyle was unanimously appointed librarian. The debate appointed for Wednesday next is, "That trading on Sunday should be allowed."

#### Queries.

EXAMINATIONS.—I was articled on the 1st July, 1875 for five years; when is the earliest time I can go up for the intermediate examination and final? G. H. F. [(1) January 1878. (2) June, 1880.]

— was articled for five years on the 1st Nov. 1875. When will be my earliest opportunity to present myself for the intermediate and final examinations? J. C. E.

[Intermediate June 1877; final, June 1880.]

INTERMEDIATE EXAMINATION.—Will you please inform me through the LAW TIMES whether it be possible to enter for the intermediate law examination anywhere out of London, as in the case of the preliminary, which is, or used to be held at some of the large towns, provided there were a sufficient number of candidates, and if so whether at Nottingham, Leicester, Derby, Manchester, or Liverpool? C. D. W.

[This examination is held in London only (at the Law Institution, Chancery-lane), four times every year.]

— I intend going up for my intermediate in the early part of next year. Can you tell me what books I shall be examined in? ARTICLED CLERK.

[The name of the books for 1878 will not be announced till July next.]

— (1) Is it usual for a country candidate for the intermediate to send his articles and answers to questions as to service direct to the Incorporated Law Society, or through the agents? (2) Is it necessary, when intending to serve the last year or the last six months thereof with the London agents, that an articled clerk for five years should be assigned, and please give reference. (3) Whether you can obtain your articles which have been lodged at the Incorporated Law Society immediately after the intermediate examination is over? INTERMEDIATE.

[(1) Either course may be taken; the latter is more usual. (2) No assignment is necessary. (3) Yes.]

READING FOR HONOURS.—I intend reading for honours. Will you tell me if I can obtain them in common law alone; or whether I must study equity as well, and, if so, what books should I read? A. B.

[No distinction is offered for proficiency in the common law paper alone. Read Smith's Equity Man and Hunter's Suit among the other books usually and properly studied.—ED. STUD. DEPT.]

## LEGAL NEWS.

CIVIL SERVICE.—LAW DEPARTMENT.—Mr. E. P. Wolstenholme has been appointed one of the six conveyancing counsel to the Chancery Division of the High Court of Justice, in succession to Mr. Thomas Lewin, deceased.

BANBURY QUARTER SESSIONS.—These sessions will be held on Monday next, 19th inst., before Mr. Stavely Hill, Q.C. Ten days' notice of appeal must be given to Mr. D. P. Pellatt, the clerk of the peace.

THE COPYRIGHT COMMISSION.—The Copyright Commission is still engaged upon the cheerful occupation of taking evidence, and has not yet even begun to consider how it shall "consider its report." The evidence taken already reaches the proportion of a moderately full library. Upwards of £1000 has been paid to the shorthand writers for taking notes of the evidence.—*Mayfair*.

MR. CROSS'S "Bill to amend the law relating to prisons in England" has been printed. In its principal provisions it does not differ from the Bill of last session. The prisons are to be transferred to the control of the Secretary of State, who is to appoint commissioners to manage them. The local obligation to maintain prisons is to cease, and their cost is to be defrayed out of moneys provided by Parliament.

THE TOWN CLERK'S TESTIMONIAL FROM THE CITIZENS OF WINCHESTER, on his marriage, valued at 70 guineas, was presented to that gentleman (Mr. W. Bailey) on Friday evening last week, at the Sessions Hall, and attracted a considerable body of the subscribers. The presentation was made, by the desire of Mr. T. S. Morris, by the Mayor (T. Stopher, Esq.).

NEW IRISH QUEEN'S COUNSEL.—The following Queen's Counsel have been called to the Inner Bar at Dublin:—North-East Circuit—John Monroe, called in 1863; Walter Boyd, LL.D., called in 1856; William S. B. Kaye, LL.D., called in 1855; Robert Seeds, LL.D., called in 1857. North West Circuit—Hugh Holmes, called in 1865; William McLaughlin, called in 1866. Connaught Circuit—Hugh Hyscouth, The MacDermot, called in 1862. Home Circuit—Richard Paul Carton, called in 1863; Charles Henry Meldon, LL.D., M.P., called in 1863; Patrick Martin, M.P., called in 1852; John James Twigg, called in 1851; Robert William Shackleton, called in 1848; John Francis Walker, called in 1840.

PROFESSIONAL SECRECY.—The Court of Cassation at Brussels has given an important decision relative to the privileges of priests in what is called "professional secrecy." The Abbé Wantelet had received from a member of his congregation the confidential declaration that he was about to fight a duel. The priest gave information to the police, who took the proper steps to prevent the meeting; but the Abbé, on being called to give evidence before the examining magistrate, declined to do so on the ground of his sacred functions. He was fined 50fr., and, he having appealed against that judgment, the court has now confirmed the sentence, ruling that all citizens are bound to enlighten justice, and that the priest cannot claim the benefit of Art. 458 of the Penal

Code of 1862, unless he has received the communication in confession; outside of that limit he cannot claim "professional secrecy."

ARE COLPORTEURS "HAWKERS"?—Mr. H. N. Bransby, on behalf of the local branch of the Colporteurs' Association, asked the opinion of the Magistrates at the Petty Sessions last week, as to the liability of colporteurs to take out licences for hawking books. Mr. Bransby said that though, according to the letter of the law, they were so liable, yet, in the metropolis, the exemption in the Act of publishers' agents was extended to colporteurs. The district book hawker was called, and confirmed Mr. Bransby's statement that he gained nothing whatever from the sale of books. He was paid a fixed salary. The Chairman said that the Bench were of opinion that, according to the letter and intention of the Act, a colporteur must take out a hawker's licence, but they would be willing to grant a case for a superior court. Mr. Bransby said that the Society he represented did not require this.

BARBISTERS' BENEVOLENT ASSOCIATION.—Sir John Karslake, Q.C., presided on Tuesday at the annual meeting of this Association, held in the hall of the Middle Temple. The warmth of the reception accorded to the chairman was unusually marked. Mr. Macroby read the report. During the past year 94 members had joined the Association, and donations to the amount of £121 had been promised or paid. The total amount of donations received was £2322. The annual subscriptions amount to £852, or £169 more than in 1875. During the present year the committee had received 15 applications for relief. In 12 instances grants had been made amounting to £586. Several of the cases were of a very distressing character. The chairman moved the adoption of the report. He dwelt upon the guarantees which that Association, founded four years ago, afforded that the relief should be given with discrimination and delicacy. The widowed ladies and others whom it assisted submitted their applications to professional men well acquainted with the circumstances. There had been 83 applications since the foundation of the Society, and 50 had been granted; but the Association was not yet so well supported as it expected to be, considering the wealth of the profession. He congratulated Mr. Lanyon, the secretary of the Association for what he had been accustomed to call the Home Circuit, on having added 69 members to the Society during the past year. A rule of the Association had deprived the committee of the presidency of Mr. Justice Manisty, one of the earliest and most assiduous workers in its cause. They had done well in selecting Sir Henry James in his stead; and now that we had a Ministry as nearly approaching perfection as possible (as Sir H. James would agree) Sir Henry would be able to devote more time to this Association than he could when legal offices were otherwise distributed. Baron Pollock seconded the resolution. Lord Justice Amphlett proposed the nomination of a Committee of Management, which included the names of many eminent counsel. Mr. J. J. Johnson, Q.C., seconded the resolution. Sir Henry James, Q.C., M.P., proposed a vote of thanks to Sir J. Karslake for presiding. He said that the Lord Chief Justice of England, Sir Alexander Cockburn, had written to express his great regret that he was prevented by illness from supporting the chairman. The Attorney-General had requested him to say that he was detained by his official duties in Parliament, and the Solicitor-General, although Sir H. James regretted that the cause of his absence was not parliamentary duties was nevertheless called elsewhere by public work. Four years ago Sir John Karslake had proposed a resolution for the formation of that Society, and his presidency was particularly appropriate. Other chairmen had adorned their meetings with high judicial distinction, but Sir John Karslake had been, perhaps, the brightest ornament of the profession and the Bar; and, even now, when members of that Profession wished, in the name of one man, to express everything which was manly, truthful, and straightforward, they spoke of John Karslake. He would not enter into a discussion on the merits of the Government. He knew of a place where the account given of them by Sir John Karslake was not universally accepted, and where it was believed that a Government, more nearly approaching perfection than the present, existed when Her Majesty had the advantage and assistance of Sir John Karslake's services. But those who, like himself, had tasted the joys of contrast with Sir J. Karslake, and those who had not, all joined heartily in welcoming him, and thanking him for his presence. Mr. Serjeant Parry seconded the vote, and the meeting broke up.

J. HOUNSELL, Esq., Surgeon, Bridport, Dorsetshire writes:—"I consider BUSTON'S NERVINE a specific for toothache. Very severe cases under my care have found instantaneous and permanent relief. I therefore recommend its use to the Profession and the Public as invaluable to all who suffer from toothache."—[Adv.]



## BANKRUPTCY LAW.

## NOTES OF NEW DECISIONS.

**BUILDING CONTRACT—LICENCE TO SEIZE ON BANKRUPTCY OF CONTRACTOR—SEIZURE AFTER FILING OF A LIQUIDATION PETITION, BUT WITHOUT NOTICE, PROTECTED.**—In March 1875 A. entered into a contract with a building club to erect some houses for them upon their land. The contract provided that if A. should neglect to proceed with the work in a proper manner to the satisfaction of the architect of the club, or become bankrupt or insolvent, or otherwise be rendered incapable of completing the contract, the architect should have power, after giving two days' notice, in writing to A., to appoint other persons to complete the contract, and also to seize and retain all materials, plant, and implements upon the ground, provided that A. had received money on account of the contract. On the 30th May 1876, the architects gave A. notice under the contract of their intention, at the expiration of two days, to employ other persons to complete the works, and warned him not to remove the plant, implements, and materials. The same day A. filed a liquidation petition. On the 2nd June the architects took possession of the plant, implements, and materials. The trustee under the liquidation having claimed the property seized by the architect upon the ground that his title related back to a date anterior to the day when the seizure was made. Held, that the effect of the proviso was to give the club an equitable lien upon the property seized, and that as the lien was perfected by seizure before notice of an act of bankruptcy, the transaction was within the protection of sect. 94 of the Bankruptcy Act 1869: (*Ex parte Dickin, re Waugh*, 35 L. T. Rep. N. S. 769. Bank.)

**COMPOSITION BY INSTALLMENTS—DEED OF INSPECTORSHIP—CONSTRUCTION—SUBSEQUENT BANKRUPTCY—LIABILITY OF SURETY.**—Where a surety has guaranteed the payment of an instalment under a composition deed, he is not released by the debtor's subsequently being adjudged a bankrupt. By resolutions duly registered, the creditors of a liquidating debtor agreed to accept a composition of 7s. 6d. in the pound, payable by three instalments, the last of such instalments to be guaranteed by G., the surety. By a subsequent deed of inspectorship the debtor was to be allowed to carry on his business; but in case he failed to pay the instalments due under the composition, the inspectors might apply for an adjudication in bankruptcy or an assignment of all his property; and further, that in the event of the said debtor being adjudicated bankrupt, or of an assignment of his property under the provisions of the deed, G. should thereupon stand released from his aforesaid guarantee. The debtor, upon the petition of a third party, was subsequently adjudged a bankrupt. Held, that such bankruptcy did not *per se* relieve G. of his liability as surety under the composition. Held, also, that the adjudication contemplated by the deed of inspectorship was one brought about by the inspectors, and not by a third party: (*Glegg v. Gibbey*, 35 L. T. Rep. N. S. 761. Q. B. Div.)

## COURT OF APPEAL.

## SITTINGS IN BANKRUPTCY.

Thursday, Feb. 15.

*Ex parte* TURNER, *re* ATTWATER.

Appeal to House of Lords—"Difficult question of law."—Discretion.

*F. O. Crump* applied for leave to appeal in this case to the House of Lords. It is reported 35 L. T. Rep. N. S. 682, and decided that sects. 94 and 95 of the Bankruptcy Act 1869 do not protect a bill of sale holder whose bill of sale is unregistered, and who takes possession before his debtor files his petition, if the debtor has committed a prior though secret act of bankruptcy.

*Winslow, Q.C.* and *Winch* appeared for the trustee.

The COURT (James, L.J., and Bramwell and Bagge, J.J.A.) refused leave on the ground that the point of law involved was not one of difficulty.

Solicitors: A. E. Copp; Knox.

## COURT OF BANKRUPTCY.

Monday, Feb. 12.

(Before the CHIEF JUDGE.)

*Ex parte* WILSON, *re* DEARDEN.

Letting furniture to hire—Order and disposition—Evidence of custom.

THIS was an appeal from a decision of the Manchester County Court upon a question of importance to furniture dealers and others. The appellant, Thomas Wilson, a cabinetmaker, carrying on business at Strangeways, Manchester, by agreement made in Oct., 1875, let to the debtor, Richard Henry Dearden, a tradesman at Manchester, a large quantity of furniture upon hire. The debtor presented a petition for liquidation on

the 28th April, 1876, when a receiver was appointed, who proceeded to the debtor's residence for the purpose of taking possession of the furniture. The receiver found that a portion of the goods had been removed on the same day by the appellant, and that the rest were in course of removal. The trustee under the liquidation, upon his appointment, claimed to be entitled to the furniture, on the ground that the same was in the debtor's "order and disposition" at the date of the petition being filed. To this it was replied that there existed a custom, well known to furniture dealers, to let furniture to customers upon the hiring system, and that, therefore, the reputation of ownership did not arise, so as to entitle the trustee to the property. The learned judge in the court below said, "What he had to determine was not whether the practice of supplying customers with furniture under contracts of this description was well known to furniture dealers, but whether it was so well known that the ordinary creditors of the bankrupt were likely to know of its existence;" and he decided against the alleged custom, and ordered the furniture to be delivered to the trustee. Mr. Wilson appealed.

Woodward appeared for the appellant.

*De Gez, Q.C.* and *Ford North* for the respondent.

The CHIEF JUDGE held there was no sufficient evidence of any general custom which would prevent the operation of the order and disposition clause of the Act, and dismissed the appeal with costs.

*Ex parte* MILNER; *re* HUMPHRIDGE.

Composition—Reduction of proof—Action—Injunction.

THIS was an appeal from the County Court of Glamorganshire, held at Newport.

In 1874 the debtor filed a petition for liquidation, and the creditors resolved to accept 5s. in the pound as a composition. Milner sent in a proof for £63: this was not admitted. The sum admitted to be due was £28, and the composition was tendered on that. Milner refused to receive it. He had already commenced his action to recover the £63, and in 1876 sought to proceed with it. He was restrained by the County Court Judge, and he appealed.

*F. O. Crump*, for the appellant, contended that the trustee appointed to pay the composition had no right to reject or reduce the proof, but should have obtained an inquiry in the Court of Bankruptcy (*Ex parte Boking; re Bostel*, L. Rep. 19 Eq. 261.) The tender of the composition on £28 was not a tender on the creditor's debt, therefore his right revived. The other creditors had all been paid before the end of 1874, therefore this was a question only between the debtor and the particular creditor. In *Ex parte Watson, re Watson* (L. Rep. 2 Ch. Div. 63), Mellish, L.J., said, "It has been laid down in previous cases that, where the objection to the composition is one which applies only as between the debtor and the particular creditor who is bringing the action, the action ought not to be restrained." He referred also to *Edwards v. Coombe, Ex parte Hodge; re Hutton*, and *Paper Staining Company v. Bishop*.

*Rosburgh, Q.C.* and *Doria*, who appeared for the debtor, were not called on.

The CHIEF JUDGE was of opinion that the action ought to be restrained. The matter should be completely outworked in the Court of Bankruptcy under sect. 72, and the Court of Bankruptcy was the proper tribunal in which to settle the question between the parties.

*Rosburgh* applied for costs, but they were refused on the ground that the trustee might have obtained an inquiry in 1874, and precluded the possibility of an action.

## COUNTY COURTS.

## NEWCASTLE COUNTY COURT.

Jan. 25 and Feb. 9.

(Before T. BRADSHAW, Esq., Judge.)

KIRKUP v. GREENER.

Sale of goods by sample—Implied warranty on sale by sample—Malting barley—Distinction between words of commendation and words of warranty.

Garbutt for the plaintiff.

Sewell for the defendant.

HIS HONOUR.—In this case the plaintiff, who is a commission agent, agreed to purchase, on the 28th Oct. last, in Newcastle market, by sample, a parcel of malting barley, then lying in the barn of the defendant, who is a farmer at Ryton, at 36s. a quarter. The defendant did not then know the exact quantity, but it turned out to be 184 bolls. The price was £82 10s. The plaintiff purchased that quantity, and after the purchase re-sold the entire parcel in one lot, by sample, as malting barley, to Messrs. Allison, brewers, of Sunderland,

at 37s. 6d., being an advance of 1s. 6d. a quarter on the price. On the 7th Nov. plaintiff paid for the barley. Defendant, after the sale of the barley, put it into sacks, and in these sacks it remained until the 24th Nov., when, by plaintiff's direction, it was forwarded to Sunderland, where it arrived in due course on the 28th Nov. Up to this point there is no dispute as to the facts. Shortly after the arrival of the barley at Messrs. Allison's, they came to the conclusion, upon examining the bulk, that it was not equal to the sample, that it was dirty, and sprouting to a considerable extent, and that it was not malting barley, that is, barley fit for malting at all. Accordingly, they refused to take it, and gave notice to that effect to the plaintiff. The plaintiff communicated that to the defendant, and it was arranged between the plaintiff and the defendant that they should go together to Sunderland and see the barley. They went a few days afterwards. Messrs. Allison: James Smith, their managing clerk, and Lealie, their maltster, were all there. Then a difference of opinion arose between Messrs. Allison and their servants and the defendant, the former alleging in substance that it was not according to sample, and that it was not malting barley at all; the defendant, on the other hand, asserting that it was quite as good as the sample, and would malt well. The result was that Messrs. Allison adhered to their refusal to take the barley, and rescinded their contract with the plaintiff. It is admitted that the plaintiff then requested the defendant to take it back, but he said he would have nothing to do with it. The plaintiff thereupon sold the barley out against the defendant. It realised £82 12s. net, and the plaintiff seeks to recover £19 18s., the difference between what he received on the resale and the £82 10s. he originally paid. It was resolved by a cornfactor at Sunderland, who gave evidence that it was not malting barley, that it was not according to sample, and that he got a fair market price for it. On the plaintiff's case being closed, Mr. Sewell, for the defendants, claimed a nonsuit on various grounds, and especially upon the ground that there is no implied warranty in law that the bulk shall be equal to the sample—the only implied warranty on sale by sample being that the sample was fairly taken, and he cited *Addison on Contracts*, 495, and *Soyers v. London and Birmingham Flint Glass Company* (37 L. J. 294, Ex.) I allowed Mr. Garbutt to amend his particulars so as to raise the real question at issue between the parties, and desired Mr. Sewell to call his witnesses so that I might get the facts. Mr. Garbutt for the plaintiff replied. I reserved my judgment to look into the authorities. It seems to be beyond all question that in the simple case of goods sold by sample, if the quality of the goods does not correspond with the sample, the remedy is to be sought in the power to rescind the contract on that ground. In such a case, Lord Chelmsford, says: "It is the duty of the purchaser to make a distinct offer to return, or in fact to return the goods, by stating to the vendor that the goods are at his risk, that they no longer belong to the purchaser, that the purchaser rejects them, that he throws them back on the vendor's hands, and that the contract is rescinded." *Conston v. Chapman* (L. Rep. 2 H. of L. Scotch App. 256). And Brett, J., in *Grimoldby v. Wells* (L. Rep. 10 C. P. 395), "The true proposition is, that if the purchaser on inspection finds the goods not equal to sample he has a right to reject them then and there, and is not bound to do more than reject them." He adds, putting a judicial construction on the passage cited above from Lord Chelmsford's judgment, that the Lord Chancellor's "language is to be construed not as cumulative, but as alternative." It, therefore, the transaction had been simply a sale of barley by sample, I agree with Mr. Sewell that the plaintiff must have submitted to a nonsuit; and for this reason that a person must unequivocally reject and dispossess himself of the goods which he seeks to reject as not being in accordance with the sample. To use the words of Lord Coleridge, C.J., in *Grimoldby v. Wells* (supra), "He must do nothing after he discovers that they are not in accordance with the contract in the nature of an exercise of dominion over the goods, or inconsistent with the property in them being in the vendor." But this was not, in my opinion, now that we have the entire question raised on the amended particulars, a sale of barley by simple *simpliciter*. It was a sale by sample of "malting barley." Mr. Sewell urged upon me that the word malting is an adjective of commendation only, and words of commendation do not amount to a warranty. The expressing "superior wine" and "superior old port," and other expressions of that nature, have undoubtedly been held to be mere words of commendation, and not of warranty. This, however, seems rather to belong to the class of cases of which *Smith v. Hughes* (6 L. Rep. Q. B. 597) is a recent example. There the question was of "old oats." The case did not turn upon the precise point before me:

but I refer to it because it was assumed throughout the judgments of Cockburn, C.J., and Blackburn and Hannen, J.J., that the word old was of the essence of the contract, and not a word of commendation. Here I am of opinion that the word "malting" is of the essence of the contract, and that in a sale of malting barley, where the purchaser buys by sample without an opportunity of inspecting the bulk, there is an implied warranty, not only that the sample shall be fairly taken, but also that the barley shall be suitable for the purposes of malting. Malting barley is, in fact, barley of a particular description, and intended for a particular purpose, perfectly well known to them who frequent the market and deal in such commodities, and perfectly well understood by both parties to this contract. The result of the authorities seems to be that if one sells goods by sample there is no other implied warranty than that the sample is fairly taken, and the purchaser's remedy, if the quality of the goods should not turn out to be equal to the sample, lies in his right to reject them. It is sufficient for this purpose if he give the seller notice that he rejects them, and that the goods are at the seller's risk; he is not bound to return them to the seller, or to offer to do so, or to place them in neutral custody. But if one sells by sample goods of a particular description as "old oats," "malting barley," where the adjective is of the essence of the contract, the purchaser having no opportunity of inspecting the bulk, the goods must not only when delivered correspond with the sample, but there is an implied warranty that they shall be saleable or merchantable under that description. In such a case the purchaser has a double remedy. He may either rescind the contract by giving notice to the seller that he rejects the goods, and that they are at the seller's risk; or he may, after giving the seller notice of rejection and getting his refusal to take back the goods, sell out against him, and sue him for any deficiency in the price on the resale. Here the weight of evidence leads me to find as a fact, that, although the sample was a fair sample of malting barley, the bulk was not equal to it. It was not malting barley at all. It was not, in fact, saleable, or in any way suitable for the purpose for which the seller knew it was intended. If this be so, there was a breach of the implied warranty that the barley was suitable for malting, and upon that the purchaser was entitled to sell out against the seller, he having refused to take back the goods, and to bring an action for the recovery of the difference between what he received on the resale, and what he paid. As the matter is of general interest, and of considerable importance to persons who are in the habit of buying by sample in the market, I give the defendant leave to take the opinion of the court above on a special case, to be approved of by me. My judgment is for the plaintiff, for £19 18s., the amount claimed.

#### NOTTINGHAM COUNTY COURT.

Thursday, Jan. 18.

(Before R. WILDMAN, Esq., Judge.)

T. H. TAYLOR (trading as Taylor Bros.) v. MIDLAND RAILWAY COMPANY.

*Carriers Act—Machine-made lace—Damage in transitu—Protection of carrier.*

THE plaintiffs claimed £48 0s. 2d., the value of a parcel of lace delivered to the defendants at Nottingham, on the 5th Oct. 1876, consigned to London, and which became damaged and spoilt in transit. The lace was machine made and was made entirely of silk.

Hind, of the firm of Wells and Hind, of Nottingham, said the defendants claimed protection under the Carriers Act (1 Will. 4, c. 68). He contended that they were not protected, as machine-made lace was expressly exempted from the operation of that Act by the subsequent amending Act of the 28 & 29 Vict. c. 94. He argued that the latter Act included all descriptions of machine-made lace, whatever the material of which it was made. He stated that the question in the case was one of great importance to the manufacturers of Nottingham, and of equal importance to the railway company, and whatever judgment his Honour might give it would be appealed against.

J. P. Young, of Birmingham, for the defendants, referred to the wording of the first section of the Carriers Act, which stated that common carriers should not be liable for the loss of or injury to certain specified goods, including "silk in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials," and also "lace." He also referred to the case of *Hart v. Bazendale* (6 Exch. 769), *Brunt v. Midland Railway Company* (33 L. J. 187, Ex.), *Butt v. Great Western Railway Company* (20 L. J. 241, C. P.), *Bernstein v. Bazendale* (38 L. J. 265, C. P.), and *Flowers v. Eastern Railway Company* (16 L. T. Rep. N. S. 329), and argued therefrom that whatever the action might be when manufactured or wrought up if made from silk, the

company were protected. It followed that before the passing of the amending Act the defendants would in a case like the present have been protected on the ground that the goods were silk wrought up, and also on the ground that the goods were lace. The Act of 28 & 29 Vict. c. 94, directed that the term "lace" in the Carriers Act "shall be construed as not including machine-made lace;" and he contended that the effect of the amending Act was merely to take away one ground of defence only. The amending Act did not state that machine-made lace of any description whatever was included, if such had been intended it would have been easy to have made the intention clear.

HIS HONOUR.—The question to be considered in this case is whether machine-made silk lace is still within the provisions of the Act for the protection of carriers, or is taken out of it by the amending Act, which excepts machine-made lace. There can be no doubt that but for the amending Act machine-made silk lace would be protected both as lace and as silk, but it is contended that the words of the amending Act include lace of any material whatsoever, so that if silk, or silver thread, or gold thread, be manufactured into lace by machinery it is not protected. If such was the intention of the Legislature it would have been easy to have expressed it by adding after the words "lace" the words "of any material whatsoever." In effect the construction contended for on behalf of the plaintiffs requires the Act to be read as if it contained these words. But since the Act only specifies lace, I am of opinion that silk in all its forms is still protected, and, consequently, machine-made silk lace, though not protected in respect of its denomination as lace, is protected in respect of its quality as silk. Otherwise this absurdity would follow, that carriers would be protected in respect of silk in the form of pieces, but not in the form of machine-made silk lace, which is capable of the greatest value in the smallest compass. For these reasons judgment must be entered for the defendants.

#### SUNDERLAND COUNTY COURT.

Friday, Jan. 19.

(Before E. J. MEYNELL, Esq., Judge.)

BROWN v. DODDS.

*Allowances to solicitors—Sect. 91 of the County Courts Act 1846 unrepealed by statute of 1875—Scale of costs of Nov. 1875, ultra vires, and not to be followed.*

IN this case damages of less amount than £5 had been recovered, and plaintiff's costs had been taxed and allowed by the registrar pursuant to the scale under sect. 8 of the County Courts Act 1875.

Robson, W. W. (solicitor), moved to review the taxation.

Holmes (solicitor) contra.

Robson submitted that the provision made for costs of attorneys by the County Courts Act of 1846 still subsisted, and regulated the present allowances, notwithstanding subsequent legislation. Under sect. 91 of that statute attorneys were not entitled to costs unless the debt or damage claimed should exceed 40s.; nor to more than 10s. unless such debt or damage exceeded £5; nor to more than 15s. in any case under the summary jurisdiction given by the Act, which provisions were absolutely binding on attorney and client. With regard to costs between party and party, the fees of an attorney were not allowable against the opposite party, where, in case of a plaintiff, less than £5 were recovered, nor where, in case of a defendant, less than £5 were claimed, or, in any case, unless by order of the judge. It was afterwards held that an attorney was not prevented from recovering fees, in the subject matter of the cause preliminary to the action. Now the question arose, whether sect. 91 of the County Courts Act of 1846 had been repealed by the statute of 1875, under which the scale of costs to which he objected as inoperative, had been framed? He contended that no express repeal of the section had been made. The Act of 1875 expressly repealed part of sect. 62 of the original Act, and it might be said that by implication sect. 8 of the late Act repealed sect. 91 of the former one, by empowering a scale of legal costs to be framed by judges and allowed by the Lord Chancellor, but the doctrine of "implied repeal" was not to be favoured. He admitted that sect. 3 was in the widest terms, but recollected that, even in Lord Mansfield's time, it was laid down that "general" expressions were to be taken *secundum subjectum materiam*. Sect. 8 of the Act of 1875 meant that a scale might be framed in all cases where the costs had not been already fixed by law; thus the scale might legally provide for costs chargeable by the solicitor to the client for matters preliminary to suit, a construction which made the statutes consistent with each other. The fundamental principle of County Courts legislation—easy and cheap

recovery of small debts—could not be got rid of and reversed by five of the judges of that court, and the approval of the Lord Chancellor. He contended that in no case under £20 could more than 15s. for solicitor's fees be recovered from the opposite party, and that solicitor's fees could not be legally indorsed on the summons in anticipation of their subsequent allowance by the judge. The allowances by the new scale were distributive; some of its items were chargeable between solicitor and client, and some—only those sanctioned by the Act of 1846—were chargeable between party and party.

Holmes supported the registrar's allocatur.

HIS HONOUR was not surprised at the point raised by Mr. Robson. The first appearance of the new scale raised a doubt in his mind whether it could override the express enactments of the Legislature. Other judges entertained similar doubts, but one of them at once held that the scale was wholly *ultra vires*, so far as it professed, or intended, to get rid of sect. 91 of the Act of 1846. It had been amended before a year old, and, in that being done, the mistake had been repeated. The judges had provided in the scale for fees to counsel in cases where less than £5 was recovered; they had also made the professional costs depend upon what the plaintiff chose to demand, and not upon what he recovered. His Honour had no hesitation in holding that the new scale, so far as it purported to apply to costs between party and party, in actions under £20, was wholly *ultra vires*, and could not be judicially followed. He ordered the taxation to be reviewed, and the solicitor's costs to be disallowed.

#### CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the Law Times being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

EXECUTIVE PROMPTNESS.—We think the following case of prompt executive ability should be brought under the notice of the Profession. At half past two yesterday we were consulted by a debtor, into whose house an execution for a sum over £50 was put, with orders for immediate sale. The debtor being anxious that his effects should be equally distributed among his creditors, we took him over to Ulverston, where Mr. Registrar Postlethwaite, having heard the facts of the case, consented to file the man's petition in liquidation, and proceeded, on the requisite evidence, to appoint a receiver, and restrain the execution creditors, which we were able to effect by service of the order upon the sheriff at half past five. Of the three hours between our receiving instructions, and restraining the sheriff, one hour and a quarter was spent on the road. I think your readers will agree with me that if all public functionaries and particularly all legal functionaries, were as prompt in attending to their executive duties as the learned registrar, it would be a good thing for solicitors, and a better thing for clients. We enclose the name and address of our firm but for obvious reasons, not for publication.

Feb. 14.

X. Y. Z.

WARE v. CORPE.—I have read with care the article in your journal of the 3rd Feb. (p. 237) on the judgment of the learned judge of the Westminster County Court, in the case of *Ware v. Corpe*. I have not been able to meet with a report of that case, and therefore take the facts as stated by your correspondent to be correctly stated; and assuming that to be so, I venture to differ with your correspondent as to the soundness of the learned judge's decision; regretting, in connection with your correspondent, that the case will not (as appears by his statement) go up to an appeal. The cases to which your correspondent refers, all appear to me to proceed on the principle that a nuisance, to be the subject of an action, must be an interference with the ordinary and reasonable comfort of the plaintiff, or such an interference as to injure his property. *Crump v. Lambert*, *Walker v. Selfe*, *Ball v. Ray* (referred to by your correspondent), and many other cases, all rest on the principle that to justify an action for an injury there must be, not a mere annoyance to the particular taste or feelings of the complainant, but a substantial injury to his reasonable rights or comfort. Now, what are the facts as I collect them from your correspondent's statement. The plaintiff, according to his own evidence, shows that the organ complained of was played about two or three times a week only, and that it was usually played from seven to ten in the evening. There is no allegation that it was played in the usual hours of professional or intellectual labour, viz., from nine or ten in the morning till six in the evening. And the other evidence on the part of the plaintiff went no further. In the case of *Hull v. Ray* (L. Rep. 8 Eq. 167) Lord Selborne, L.C., pointed

out this distinction—"that although the ordinary noises which may accompany the ordinary use of a house for its ordinary purposes, are not in point of law a nuisance; yet, where the occupant of a house uses it for an unusual purpose, and thereby causes substantial injury to his neighbour, that constitutes nuisance." Now, it is a matter of general knowledge, that as to London houses, occupied by cultivated persons, at least five houses out of ten have pianos, very frequently played in the evening, and very frequently an annoyance to the next door neighbours; and it is difficult to see the distinction between that use of a house with thin partition walls, and a similar use of a private chamber in a house occupied by several tenants. If in the case of *Ware v. Corpe* the organ playing had been in the daytime (say from nine to six) or for two or three hours in the middle or business period of the day, it is probable that the court would have granted an injunction restraining that particular use of the organ; for it would have fallen within *Ball v. Ray*, because it would have been used for a purpose most unusual in a house occupied by business men. But the use of an organ or other instrument in the evening, after the customary hours of business are over, is not for an unusual purpose, but on the contrary, for a very usual one, on the above grounds and the authorities. I submit that the judgment of the learned County Court Judge is consistent with the authorities, and with a common sense view of the circumstances of this particular case.

C. STEWART DREWRY.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

96. COUNTY COURTS.—Where, in the case of a default summons under the County Courts Act, 1875, sect. 1, the judge expresses his opinion that the particulars annexed to the summons are not sufficient, has he power to try the case on the merits, and then to mulct the plaintiff's solicitor, who issued the summons, in respect of the fees for entering plaint, &c., and attending the court on the hearing? I cannot find anything in the County Courts Acts or Order which would give him this privilege.

D. S.

97. VENDORS AND PURCHASERS ACT, 1874, SECT. 4.—A mortgagee of freehold estate dies intestate. His personal representative applies for discharge of the mortgage debt, and this the mortgagor proposes to do by way of transfer. Can the mortgagee's personal representative transfer the legal estate to the transferee under the above sect., that is, does such sect. apply to a transfer of mortgage or only to a re-conveyance on payment off by mortgagor, or an absolute extinction of the mortgage debt by sale of the mortgaged property? I shall be obliged if you, or some of your readers, will give an opinion on the point.

J. G.

98. ORDER III., RULE 6; 14, RULE 1; 21, RULE 4; 36, RULE 1.—If some of your experienced readers, would be good enough to answer the following queries, on simple points of practice, I should feel much obliged. (1) In a case where the writ of summons is specially endorsed under Order III., rule 6, and the defendant has, in his appearance, dispensed with a statement of claim, and the plaintiff does not avail himself of Order XIV., rule 1, by calling upon the defendant to disclose his defence to the action, when can the plaintiff sign judgment. It is optional with the defendant to deliver a defence, and if none be delivered, judgment cannot of course, be signed for want of it. If the plaintiff were to deliver a statement of claim, the defendant would then be bound to deliver a defence, otherwise judgment, but the cost of the statement of claim would probably be disallowed on taxation. Is the plaintiff obliged to go to trial, without pleadings, or what is the best course to pursue in order to obtain a judgment. (2) Where a defendant has not dispensed with a statement of claim, and the notice mentioned in Order XXI., rule 4, is delivered, and the plaintiff does not proceed under Order XIV., can the plaintiff sign judgment if no defence be delivered? (3) Is it the practice to add to the above notice the claim of the plaintiff, and to mention the place of trial, as in the case of an ordinary statement of claim. Such an addition, it would seem, would render unnecessary any subsequent application for an order fixing the place at which it might be desired to have the action tried. By Order XXXVI., rule 1, "where no place of trial is named in the statement of claim, the place of trial, shall, unless a judge otherwise orders, be the county of Middlesex." True.

(1) If plaintiff does not proceed under Order XIV., rule 1, he must give notice of trial, and proceed without pleadings. (2) Yes. (3) See the form of notice in schedule to rules. Of course place of trial should be stated, otherwise Order XXXVI., rule 1, applies.—ED. SOL. DERR.]

99. SUMMONS UNDER 11 & 12 VICT., C. 43, GRANTED ON A SUNDAY.—In a recent case before a bench of county magistrates, a summons under the above statute was objected to on the grounds that it and the information were granted and signed on a Sunday, on which day the summons bore date; this was admitted by the magistrate signing the summons; the objection was however overruled. 11 & 12 Vict., c. 43, sect. 4, provides that a warrant may be granted on a Sunday, and this would imply that without special legislation, a summons cannot be. Is not this the correct view, and Sunday being a dies non, should not the summons have been treated as though it had never been granted?

X.

100. CROSSED CHEQUES—ENDORSEMENT.—May I ask if the following summary of the past and present law of crossed cheques is correct? I am unable to arrive at a very satisfactory settlement of the matter in my own mind. Formerly the effect of crossing a cheque either with the name of a banker, or the words "and Co.," was to make that cheque payable only to a banker, so that it was supposed not to be negotiable, and the person to whom such crossed cheque was given must have paid it into the bank, and not to any other person. Now, however, the case of *Smith v. Union Bank of London* seems to have taken away this supposed security; so that if a cheque be crossed simply with the name of a banker, or the words "and Co.," this crossing has no effect on the cheque, and it still remains negotiable. To remedy this the Act 39 & 40 Vict., cap. 81, provides that where it is intended that a cheque shall not be negotiable, it is necessary to add to the crossing the words "not negotiable," and then it can only be paid to a banker, and cannot be passed on from one party to another, and any person who takes a cheque crossed with the words "not negotiable" takes it at his peril, and he will have no better title than the person from whom he took it. In short, under the new Act, a cheque crossed with the additional words "not negotiable," will really now give the same security as a cheque formerly crossed with simply the words "and Co.," was supposed to give.

E. H.

101. CONVEYANCING.—A wrote to B. as follows, "I will sell you the plot of land at H. for £500. If you agree to give this, write me and I will instruct my solicitor to prepare formal agreement." B. wrote in reply "I agree to give you £500 for the land at H." A's solicitor subsequently sent agreement to B., who refused to sign same on the ground that the letters formed a binding open contract. Was B's contention correct? I am under the impression that a case bearing on this point has been reported in the Law Times. If so I should be obliged by a reference thereto.

G. S. B.

102. SOLICITOR'S LIABILITY.—What is the liability of a solicitor to a vendor and purchaser respectively in a matter where he has acted for both? Cases will oblige.

G. S. B.

103. ACKNOWLEDGMENT BY A MARRIED WOMAN.—Will any of your readers favour me with their opinion as to whether lrs. 4d. or 2d. is the proper fee payable to a commissioner for taking the acknowledgment by one married woman of a deed and counterpart? Reg. Gen. Trin. T. 1874.

AN ORIGINAL SUBSCRIBER.

### Answers.

(Q. 93.) DOWER.—With reference to the answer of your correspondent "C. H. S.," I would mention that in a chancery suit in which I was engaged, it was assumed as a matter of course on the authority of *Spyer v. Hyatt*, (20 Beavan 621), that the widow's right to dower had priority over mere creditors of her deceased husband, notwithstanding the acts of Parliament to which your correspondent refers, and a sum of money was by arrangement awarded to her in lieu of such right.

Geo. NICHOLS MARCY.

—If, as I apprehend in this case, the lands themselves are not subject or liable to any debt or charge, then, I think, the purchaser's view is correct, and that a good title cannot be made, unless the widow consents for the purpose of releasing her dower. Sir John Romilly held, in the case of *Spyer v. Hyatt* (20 Beavan, 621), that, notwithstanding, the statutes 3 & 4 Will. IV., c. 104, s. 1, and 3 & 4 Will. IV., c. 105, s. 5, the widow's right to dower had priority over mere creditors of a deceased husband. Should further information be required than that afforded by reading the above case, I think it will be found in *Shelford's Real Property Statutes*, 7th edit., pp. 440 and 487, and *Tudor's Leading Cases in Conveyancing*, 2nd edit., p. 65.

A. P.

(Q. 90.) VENDOR AND PURCHASER ACT.—I think your contention is correct, and that the married woman can, by virtue of the Act, convey as a *feme sole*.

X. X.

(Q. 91.) WILL.—The devise of all trust and mortgaged estates vested in testator to B. passed the legal estate in such estates to B. A. has no estate in him to convey, and therefore, the Vendor and Purchaser Act does not apply. B. only can convey the legal estate.

X. X.

(Q. 94.) NEW RULES OF COURT.—The additional new rules of the Supreme Court which have been made since Dec. 1875, are those of February, June, and December, 1876.

HENRY MORTON.

(Q. 21.) STAMP.—How does the adjudication by the commissioners accord with the following proviso in the Stamp Act of 1790, s. 78: "Provided that a conveyance or transfer, made for effectuating the appointment of a new trustee, is not to be charged with any higher duty than 10s.?"

T. C.

### Application.

(Q. 1.) STAMP.—Referring to the answer given to this query in the Law Times of Feb. 10, 1877, I shall be obliged by the correspondent informing me whether the case in which the two 10s. stamps were adjudged necessary on an appointment of new trustees, and a conveyance of the trust estate by one deed, was a reported one. Would the two stamps be required if the appointment could, in conformity with the power, have been made by a writing under the hands of the parties, but was done by the same deed as the conveyance in order only to have one document.

MR. WILLIAM MERRICK, of 6, Old Jewry, E.C., Putney-hill, S.W., and Bradford-on-Avon, has been appointed by the Lord Chancellor a Commissioner to Administer Oaths in the Supreme Court of Judicature in England.

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

#### LAW CLASSES—CONVEYANCING.

THE Wednesday class will be discontinued, and gentlemen who have hitherto attended on that day are requested to transfer themselves either to the Monday or Tuesday class, as may best suit their convenience. E. W. WILLIAMSON, Secretary.

9th Feb. 1877.

### LAW AMENDMENT SOCIETY.

THIS society met on Monday evening at its rooms in the Adelphi, and the important question of "a public prosecutor" was fully discussed. Mr. H. W. West, Q.C., Recorder of Manchester, occupied the chair, and the question was introduced by a paper by Mr. R. Denny Urrin (barrister), who described in detail the Irish system of Crown prosecutions, with which he had become acquainted during his recent official employment as examiner in the courts in Dublin. The Irish system may be briefly described thus: In every county there is a Crown solicitor, who instructs certain counsel to prosecute, all being nominated by the Attorney-General for this particular duty. The reader of the paper pointed out the mischiefs arising from the very uncertain haphazard mode of conducting prosecutions in England, where now and then the Treasury takes up the case, but where ordinarily there is a kind of private action at law brought by the prosecutor, he being afterwards partially indemnified from the public purse. The system long and successfully used in Ireland was, with very few modifications, recommended, as infinitely more efficient, and as not likely to add to the public burdens in the way of additional cost. A discussion followed, in the course of which some plan of official or Crown prosecutions was spoken of as on all accounts to be preferred to that in use, but doubts were expressed as to the advantage of selecting particular counsel for this purpose. Mr. T. W. Saunders recommended that the magistrates' clerk should be entrusted with the duty of prosecuting. The chairman expressed his belief that a system of Crown prosecutors, while certain to entail very large additional expense, would not remedy most of the evils complained of; and he doubted whether prosecutions in Ireland were as well conducted and as successful as the reader of the paper had implied. Mr. H. Crompton and Mr. Safford spoke in favour of the appointment of an official prosecutor, while Mr. Rose deprecated it as a dangerous infringement of the rights of Englishmen. In his reply Mr. Denny Urrin stated confidently that, although juries are unwilling to convict in a certain class of cases—agrarian and political—in Ireland, yet that the Crown solicitors get up the prosecutions with great care and ability, and that in Ireland, while no private individual is placed in the obnoxious position of a prosecutor, every exertion is made to prevent a failure of justice. Votes of thanks having been awarded to the lecturer and the chairman, the society adjourned.

### THE DUBLIN LAW CLERKS' ASSOCIATION.

THE meeting preliminary to the annual general meeting was held last Monday evening, the president, Mr. F. M'Namara, in the chair. The scrutineers' report of the voting for officers and committee for 1877 was handed in. It declared the following gentlemen elected: Francis M'Namara, president; Edward Law, vice-president; E. J. Dodd, treasurer; W. O'Brien, secretary. Committee: John Dowling, A. Devereux, Alexander E. Jervise, J. Power, Thomas Flynn, James Donovan, Joseph M'Dermot, James La Prele, John Keegan, Edward Adams, and John Crook. Copies of the annual report of the outgoing committee for the year 1876 were delivered to the members. It dealt with the following subjects: The new branch of the association, which provides for the maintenance of members when sick or out of employment; the improved status and enlarged duties of law clerks, and the steady and continued influx of junior solicitors into the ranks of the salaried law clerks; the gradual and well sustained advance in salaries, and in the rate of remuneration for the preparation of costs; and concludes with offering the thanks of the association to the annual subscribers, and to E. Owen Armstrong, Esq., J. E. Madden, Esq., and others for donations of books. The secretary was directed to summon a meeting for Monday next, to receive and consider the report.

### SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, 14th Feb., Mr. E. Turner Payne (of Bath) presiding, the other directors present being Messrs. Brook, Hedger, Hunter, Lake, Paterson, Rickman, Smith, and Torr (Mr. Eiffe, secretary).



m of £205 was distributed in grants of 10s among the necessitous families of four-deceased members of the Profession, and a of £10 was made to a necessitous solicitor member. Three new members were added to the association, and other general business transacted.

## LEGAL OBITUARY.

This department of the *Law Times*, is contributed by **WALTON, M.A.**, and late scholar of Balliol College, Oxford, Fellow of the Genealogical and Local Society of Great Britain; and, as it is desired as a perfect record as possible, the families and of deceased members of the Profession will oblige by forwarding to the *Law Times* Office any dates and data required for a biographical notice.

### ADDENDUM.

**JONES MACNAMARA, Esq.**—The remains of gentleman, whose death was recorded in our column last week, were interred at Willesden Cemetery on the 8th inst., in the presence of members of the Bar and others, amongst being Sir Frederick Peel and Mr. Price (the commissioners), Sir Richard Cooch, Sir James, Q.C., Sergeant Robinson, &c. The Macnamara, we may add, was the author of "Paley on Convictions" and of "Paley on Railways." By his marriage with Eliza Morgan, daughter of the late Walter M. Esq., of Merthyr Tydvil, he has left two or three daughters. His elder son, Walter, died at the Bar at the Inner Temple in 1874, aged the Oxford Circuit, and his eldest son is married to Ralph Nevill, Esq., barrister-at-law, of Lincoln's Inn, and of Liverpool.

## COURTS AND COURT PAPERS.

**LANCASHIRE SPRING ASSIZES, 1877.**—Commissions for holding these assizes will be at Lancaster, on Thursday, 22nd Feb., at 10 o'clock on Tuesday, 27th Feb., and at Liverpool on Monday, 12th March.

For trial at Manchester can be entered on Monday with Mr. John Millner, at the office of the District Registrar, 57, King-street, Manchester, on Saturday and Monday, the 24th and 25th, during office hours.

For trial at Liverpool can be entered on Monday at the office of the Prothonotary and Associate, 13, Harrington-street, Liverpool, on Saturday and Sunday, the 9th and 10th March, during office hours.

Entry of causes at Lancaster will commence immediately after the opening of the commission on Thursday, the 22nd Feb., and will terminate at nine o'clock on the following morning.

Entry of causes at Manchester and Liverpool respectively will commence at the Assizes, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commission, and will close at nine o'clock on the day of the commission day.

Court will sit at Manchester on Wednesday, 28th Feb., at eleven o'clock in the forenoon, and at Liverpool on Tuesday, the 13th March, at ten o'clock.

Trial of special jury causes will commence at Manchester, on Saturday, the 3rd March, at eleven o'clock in the forenoon, and at Liverpool on the 16th March, at the same hour, unless otherwise ordered.

For trial of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the corridor of the court and library.

By order of the Judges.  
**E. PAGER, Prothonotary and Associate Prothonotary's Office, Liverpool,**  
9th Feb. 1877.

For direction of the Lord's Commissioners of the Treasury, Associate's fees will henceforth be in Judicature stamps.

## TABLE OF APPEAL AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Notes of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
ay. Feb. 17	Ward	Pemberton
y. Feb. 19	Clowes	Latham
y. Feb. 20	Pemberton	Merivale
y. Feb. 21	Leach	Latham
y. Feb. 22	Pemberton	Merivale
y. Feb. 23	Clowes	Merivale
y. Feb. 24	Leach	Latham
ay. Feb. 17	V.C. Malins.	V.C. Bacon.
y. Feb. 19	Latham	Farrer
y. Feb. 20	Milne	Teeddale
y. Feb. 21	King	Ward
y. Feb. 22	Milne	Teeddale
y. Feb. 23	King	Ward
y. Feb. 24	Milne	Teeddale
y. Feb. 25	King	Ward

	V.C. Hall.	Certificates of Sale and Transfer.
Saturday. Feb. 17	Milne	Merivale
Monday. Feb. 19	Farrer	Leach
Tuesday. Feb. 20	Holdship	Clowes
Wednesday. Feb. 21	Farrer	King
Thursday. Feb. 22	Holdship	Milne
Friday. Feb. 23	Farrer	Latham
Saturday. Feb. 24	Holdship	Farrer

The Easter Vacation will commence on March 30, and terminate on April 3, both days inclusive.

## THE GAZETTES.

### Professional Partnerships Dissolved.

Gazette, Feb. 2.

**HOTSON and HOWIE**, writers, Glasgow [John Hotson and Robert Howie]. Debts by Hotson. Feb. 1.

Gazette, Feb. 6.

**JENKINS and BENNETT**, solicitors, Chertsey (Thomas Moses Jenkins and Garrod Bennett). Jan. 30.

### Bankrupts.

Gazette, Feb. 9.

To surrender at the Bankruptcy Court, Lincoln's Inn-fields.  
**DICKSON, RICHARD**, solicitor, late Alexander, Hampstead, and Bedford-row. Feb. 7. Reg. Spring-Rice. Sols. Laurence, Plews, and Boyer. Sur. March 6.  
**GRANT, ALEXANDER**, wine merchant, Minorities. Feb. 7. Reg. Spring-Rice. Sols. Anning. Sur. Feb. 20.  
**HESTER, WILLIAM HENRY**, of the London Bankruptcy Court, Portugal-st. Lincoln's Inn-fields. Feb. Nov. 22. Reg. Spring-Rice. Sols. Russell and Co. Sur. Feb. 27.  
**RIDDELL, C. E.**, no occupation, Island of Guernsey. Feb. 7. Reg. Spring-Rice. Sols. Lumley and Co. Sur. Feb. 20.  
**SMITH, R. G.**, commission agent, Royal Exchange-buildings. Feb. 6. Reg. Broughman. Sols. Woolf, Crump, and Clark. Sur. Feb. 27.

To surrender in the Country.  
**BAKER, JOHN**, baker, Wells. Feb. 3. Reg. Foster. Sur. Feb. 20.  
**HARRIS, JOHN**, no occupation, Bexley. Feb. 5. Reg. Hayward. Sur. March 1.  
**JENNINGS, GEORGE**, seed merchant, Ockley. Feb. 5. Reg. Rowland. Sur. Feb. 23.  
**KENNEDY, WILLIAM**, and **KENNEDY, JOHN**, engineers and millwrights, Leeds. Feb. 5. Reg. Marshall. Sur. Feb. 23.  
**MAJOR, JOHN WILLIAM**, wheelwright and carpenter, Pinchbeck. Feb. 5. Reg. Gaches. Sur. Feb. 24.  
**SOREY, COOPER**, boot and shoe manufacturer, St. Austell. Feb. 7. Reg. Chilcott. Sur. Feb. 21.

Gazette, Feb. 13.

To surrender at the Bankruptcy Court, Lincoln's Inn-fields.  
**BENHAM, JOHN**, jun., iron founder, King's-road, Chelsea. Feb. 9. Reg. Keene. Sur. Feb. 20.  
**POOLEY, WILLIAM ALEXANDER**, brewer's agent, Bush-la, Cannon-st. Feb. Sept. 24, 1876. Reg. Murray. Sur. Feb. 20.

To surrender in the Country.  
**ANDERSON, WILLIAM GIBSON**, farmer, Brack's Farm, near Bishop Auckland. Feb. 6. Reg. Marshall. Sur. Feb. 27.  
**ASHER, JOHN**, innkeeper, Market Lavington. Feb. 3. Reg. Smith. Sur. Feb. 24.  
**CHAMP, WILLIAM**, butcher, Newcastle-under-Lyme. Feb. 8. Reg. Tennant. Sur. Feb. 23.  
**HACKING, JOHN**, beerhouse keeper, Higher Walton, near Preston. Feb. 10. Reg. Hulton. Sur. March 1.  
**MANFRED, JOHN**, mineral water manufacturer, Milton-next-Gravesend. Feb. 8. Reg. Hayward. Sur. March 1.  
**MILLER, AGNES**, schoolmistress, Manchester. Feb. 8. Reg. Kay. Sur. March 1.  
**PADLEY, GEORGE**, physician, Swansea. Feb. 9. Reg. J. Jones. Sur. Feb. 24.  
**ROPER, JOSEPH**, cotton spinner, Pemberton and Orrell, co. Lancaster. Feb. 8. Reg. Woodcock. Sur. Feb. 27.  
**SAMUEL, HENRY**, boot manufacturer, Newport, Mon. Feb. 9. Reg. Davis. Sur. Feb. 20.  
**SMITH, JAMES**, grocer and draper, Caswent, co. Monmouth. Feb. 9. Reg. Davis. Sur. Feb. 26.  
**TEAR, JACOB**, licensed victualler, Carnhalton. Feb. 5. Reg. Rowland. Sur. Feb. 27.  
**WATTS, WALTER JOHN**, shipowner, Harwich. Feb. 8. Reg. Barnes. Sur. March 3.

### Bankruptcies Annulled.

Gazette, Feb. 6.

**CREW, FREDERICK**, builder and contractor, Acre-la, Brixton. Oct. 12, 1876.  
**HALL, RICHARD SAMUEL**, oil and colour man, Lambeth-walk; Lower-marsh, Lambeth; and Bridge-road, Battersea. July 13, 1876.  
**STANDRING, SAMUEL**, cotton dealer, Oldham. Dec. 20, 1875.  
**STYLES, JAMES**, victualler, St. George-st-east. Dec. 16, 1869.

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 9.

**ABRAHAM, HENRY**, picture frame manufacturer, Hackney-road. Feb. 7. Feb. 22, at ten, at offices of Sols. Fisher and Co., Leicester.  
**ANDREWS, SARAH**, draper, Halifax. Feb. 5. Feb. 21, at three, at the White Lion hotel, Halifax. Sol. Boocock.  
**ASHMAN, THOMAS EMERY**, jun., stay manufacturer, High-st, Deptford. Feb. 5. Feb. 22, at one, at office of Sol. Lockyer, Gresham-buildings, Guildhall.  
**BAILEY, JAMES**, mider, Loughton. Feb. 6. Feb. 22, at twelve, at office of Sol. Welch, Loughton.  
**BASKERVILLE, JOHN**, patent medicine vendor, Sheffield. Feb. 5. Feb. 23, at eleven, at office of Sol. Forrest, Sheffield.  
**BREXON, RICE**, innkeeper, Whitland. Feb. Jan. 23. Feb. 19, at eleven, at office of Sol. Evans, Carmarthen.  
**BIRD, GEORGE**, commission agent, Manchester and Pendleton. Feb. Feb. 3. Feb. 23, at three, at offices of Sols. Sutton and Elliott, Manchester.  
**BOOCOCK, EDWARD**, baker, Leeds. Feb. Feb. 6. Feb. 22, at three, at office of Sol. Craven, Leeds.  
**BRYANT, WALTER WHARTON**, trunk manufacturer, Southampton. Feb. Feb. 3. Feb. 19, at three, at offices of J. J. Harlow, 30, Southampton-buildings, Holborn, London. Sol. Shuttle, Southampton.  
**BUCK, GEORGE MILLS**, grocer, Reepham. Feb. Feb. 6. Feb. 22, at twelve, at office of Sol. Kent, Norwich.  
**CARPENTER, JOSEPH LANT**, and **YEOMANS, HENRY**, web and brace manufacturer, Birmingham. Feb. Feb. 5. Feb. 21, at twelve, at the Queen's hotel, Birmingham. Sols. Saunders and Bradbury, Birmingham.  
**CLEAVER, ALFRED**, skating rink proprietor, Dugannon-cottage, Marble Rink, High-road, Knightsbridge, and Croydon. Feb. Feb. 5. Feb. 27, at two, at Kennan's hotel, Crown-st, Cheapside. Sols. Nash and Field, Queen-st.  
**COLGROVE, CHARLES**, tailor, Ball's Pond-rd. Feb. Jan. 31. Feb. 13, at two, at office of Sol. Clift, Cheapside.  
**COLLIDGE, JOHN WILLIAM**, miller, Kirby-in-Ashfield. Feb. Feb. 5. Feb. 22, at twelve, at office of Sol. Aston, Nottingham.  
**DAVIS, GEORGE**, innkeeper, Middlesbrough. Feb. Feb. 6. Feb. 30, at three, at office of Sol. Tweedy, Stockton.  
**DENNISON, JOSEPH**, confectioner, Birmingham. Feb. Feb. 5. Feb. 21, at two, at offices of Sols. Coleman, Coleman, and Springthorpe, Birmingham.  
**DIXON, THOMAS**, marine store dealer, York. Feb. Feb. 6. Feb. 21, at one, at office of Sol. Wilkinson, York.

**DORSET, RICHARD SMITH THOMPSON**, farmer, Warton. Feb. Feb. 5. March 3, at two, at the Holderness hotel, Beverley. Sols. Jennings, Wigmore, and Trig, Great Driffield.  
**DOUGID, JAMES DOUGID, HENRY PETER DOUGID, EDWARD DOUGID, WILLIAM FRANKS**, general merchants, Liverpool. Business Ayres, Rosario, Monte Video, and Valparaiso. Feb. Feb. 3. Feb. 20, at two, at offices of Harwood, Banner, and Son, accountants, 24, North John-st, Liverpool. Sols. Laces and Co., Liverpool.  
**EBERSON, EMANUEL**, woollen draper, Hull. Feb. Feb. 6. Feb. 21, at twelve, at the George hotel, Huddersfield.  
**ELLISON, JOHN**, woolstapler, Bafford. Feb. Feb. 7. Feb. 22, at eleven, at offices of Sols. Terry and Robinson, Bradford.  
**EVANS, JOHN**, victualler, Seaford. Feb. Feb. 7. Feb. 22, at two, at offices of Sols. Tyrer, Keaton, and Tyrer, Liverpool.  
**FENN, THOMAS ROGERS**, hosier, Guildford. Feb. Feb. 2. Feb. 20, at two, at Anderson's hotel, 164, Fleet-st, London. Sol. Darbidge, Guildford.  
**FITCHETT, JOSHUA**, painter, Southport. Feb. Feb. 5. Feb. 20, at three, at office of Sol. Threlfall, Southport.  
**FOSTER, ROBERT**, draper, Newcastle. Feb. Feb. 5. Feb. 22, at two, at offices of Sols. Chartres and Youll, Newcastle.  
**FRIEDBERG, JULIUS PAUL**, clerk, Grand Acre-ter, South Penge-park, Anerley. Feb. Feb. 3. Feb. 22, at two, at offices of Sols. Merriam, and Co., Sols. Merriam, and Co., King William-st.  
**FURNES, JOHN**, and **BRIDGE, DAVID**, ironfounders, Clayton-le-Moors. Feb. Feb. 5. Feb. 23, at three, at the Derby hotel, Accrington. Sol. Sutcliffe, Barnley.  
**GANNAWAY, THOMAS JOSEPH**, tailor, Southampton. Feb. Feb. 6. Feb. 19, at two, at offices of J. J. Harlow, 30, Southampton-buildings, Holborn, London. Sol. Shuttle, Southampton.  
**GOOCH, ROBERT STEPHEN**, builder, Belvedere. Feb. Feb. 6. Feb. 23, at one, at offices of H. Brown, 7, Westminster-chambers, Victoria-st, Westminster. Sol. Maynard, Clifford's-inn, London.  
**GORDON, ROBERT**, mantle manufacturer, Stockport and Manchester. Feb. Feb. 7. Feb. 22, at eleven, at offices of Pritchard, Englefield, and Co., Painter's-hall, Little Trinity-la, Queen Victoria-st, Sol. Edwards, Manchester.  
**GOURLEY, JAMES**, cabinet maker, Halifax. Feb. Feb. 4. Feb. 23, at four, at office of Sol. Storey, Grays, Berkhampstead.  
**GREEN, FREDERICK THOMAS**, grocer, Southsea. Feb. Feb. 6. Feb. 22, at half-past two, at the Chamber of Commerce, 145, Cheapside. Sol. King, Portsea.  
**HARRIS, JOHN**, dairyman, Alvey-st, Walworth. Feb. Jan. 31. Feb. 23, at three, at office of Sol. Belton, Vassall-rd, Camberwell New-rd.  
**HARTSHORN, EDWARD**, engineer, Dudley. Feb. Feb. 3. Feb. 20, at three, at office of Sol. Stokes, Dudley.  
**HAWKES, THOMAS**, woolled merchant, Newbury. Feb. Feb. 7. Feb. 27, at three, at offices of Ladbury, Collison, and Vinay, 59, Cheapside, London. Sols. Yarde and Loader, Gray's-inn.  
**HAYDEN, LEWIS WESLEY**, floor cloth manufacturer, Clifton-rd, Clapton-pk. Feb. Feb. 8. Feb. 23, at twelve, at offices of M. Banes 23, Basinghall-st. Sol. Mason, North-buildings, South-pl, Finsbury.  
**HENLY, JOHN**, farmer, Broad Hinton. Feb. Feb. 6. Feb. 21, at eleven, at the Goddard Arms hotel, Swindon. Sols. Bradford and Foote.  
**HENTLEY, WILLIAM**, general dealer, Scarborough. Feb. Feb. 3. Feb. 19, at three, at offices of Sols. Cornwall and Watts, Scarborough.  
**HIRST, ROBERT**, cloth merchant, Harrogate. Feb. Feb. 5. Feb. 22, at twelve, at offices of Sols. Richardson and Byron, Harrogate.  
**HUNT, THOMAS**, schoolmaster, Great Berkhampstead. Feb. Feb. 7. Feb. 21, at three, at offices of F. Holloway, 173, Ball's Pond-rd, Islington, London. Sol. Fenton, Ball's Pond-rd, Islington.  
**RODGSON, FREDERICK**, pork butcher, Doncaster. Feb. Feb. 3. Feb. 20, at three, at office of Sol. Heaton, Doncaster.  
**HOWARD, WALTER**, china dealer, Denmark-hill, Camberwell. Feb. Feb. 7. March 1, at two, at offices of Sols. Imrie, Ince, and Greening, St. Benet's-chambers, Fenchurch-st.  
**HUNT, THOMAS**, fustian cutter, Warrington. Feb. Feb. 6. Feb. 24, at three, at offices of Sols. Messrs. Radcliffe, Blackburn.  
**INGRAM, WILLIAM**, grocer, Shifnal. Feb. Feb. 3. Feb. 20, at half-past eleven, at office of Sol. Leake, Shifnal.  
**JACKSON, CHARLES**, wine merchant, Holbeach. Feb. Feb. 3. Feb. 21, at two, at the Chequers inn, Holbeach. Sols. Caparn and Widders, Holbeach.  
**JACOBS, SAMUEL**, and **JACOBS, LEWIS**, dealers in fruit, Wellington-st, Strand. Feb. Feb. 8. March 2, at twelve, at the Guildhall office house, Gresham-st. Sols. Thomson and Edwards.  
**JEPSON, WILLIAM**, draper, Blackburn. Feb. Feb. 6. Feb. 22, at three, at offices of Sols. Messrs. Radcliffe, Blackburn.  
**JOHNSON, MARY ANN**, and **SPEIGHT, MATTHEW**, grocers, Leeds. Feb. Feb. 7. Feb. 22, at three, at office of Sol. Snowden, Leeds.  
**JONES, JOHN DANIEL**, grocer, Brynmam. Feb. Feb. 4. Feb. 18, at three, at offices of Sols. Charles and Thomas, Cawker, and Co., accountants, Temple-street, Swansea. Sol. Beer, Swansea.  
**JONES, JOSHUA**, hatter, Manchester. Feb. Feb. 1. Feb. 22, at eleven, at the Pitt and Nelson Hotel, Ashton-under-Lyne. Sol. Tremwen, Manchester.  
**KING, THOMAS**, late grocer, Strathfield Mortimer. Feb. Feb. 7. Feb. 23, at eleven, at office of Sol. Ekins, Reading.  
**LAURENT, FRANK**, and **PETIT, AUGUSTE**, engravers, High Holborn. Feb. Jan. 1. Feb. 17, at two, at office of Sol. Kisch Law, JOHN, merchant, Bailey, near Leeds. Feb. Feb. 3. Feb. 28, at one, at office of Sol. Harle, Leeds.  
**LEEDHAM, JOHN**, corn dealer, Liverpool. Feb. Feb. 6. Feb. 22, at three, at offices of Sols. Francis, Almond, and Collins, Liverpool.  
**LEES, GEORGE**, horse dealer, Wolverhampton. Feb. Feb. 6. Feb. 22, at eleven, at the Cross inn, Meridall-st, Wolverhampton. Sol. Travis, Tipton.  
**LISTER, JOSEPH**, farmer, Boughton. Feb. Feb. 5. Feb. 20, at twelve, at offices of Newton, Jones, and Champion, East Retford. Sol. Jones, East Retford.  
**MCALLISTER, PATRICK**, draper, Newcastle. Feb. Feb. 6. Feb. 22, at two, at offices of Sols. Chartres and Youll, Newcastle.  
**MARTIN, GEORGE**, draper, Middlesbrough. Feb. Feb. 5. Feb. 22, at two, at the Queen's hotel, Leeds. Sol. Stubbs, Middlesbrough.  
**MARDEN, YATES**, joiner, Blackburn. Feb. Feb. 6. Feb. 27, at eleven, at offices of Sols. Messrs. Radcliffe, Blackburn.  
**MAUNDER, JOHN**, pianoforte manufacturer, Apollo Works, Charlton, King's-rd, Leighton-rd, and Torrington-avenue, Camden-rd, Kentish-town. Feb. Feb. 3. Feb. 24, at three, at the Cannon-street hotel, Cannon-st.  
**MAY, WILLIAM**, provision merchant, Croydon. Feb. Feb. 6. Feb. 19, at eleven, at the King's Arms hotel, Katharine-st, Croydon. Sol. Deans, Croydon.  
**MEAD, MARY**, dairy keeper, Clare-st, Clare-market. Feb. Jan. 31. Feb. 20, at two, at the Queen's hall tavern, Mason's-avenue, Basinghall-st, Sol. Wood, Great George-st, Westminster.  
**MEADOWS, SAMUEL**, gamekeeper, Marlesford. Feb. Feb. 7. Feb. 26, at two, at the White Hart hotel, Wickham Market.  
**MENHINT, JOHN**, baker, St. George, co. Gloucester. Feb. Feb. 6. Feb. 17, at eleven, at office of Sol. Meers, Bristol.  
**MOORE, GEORGE FREDERICK**, smith, West Woodlands. Feb. Feb. 6. Feb. 21, at two, at office of Sol. McCarthy, Frome.  
**MORGAN, THOMAS**, builder, Clifton, in Bristol, and Weston, near Bath. Feb. Feb. 5. Feb. 21, at two, at offices of Messrs. Parsons, accountants, Nicholas-st, Bristol. Sols. Burges and Lawrence, Bristol.  
**MORRALL, JOHN**, engineer, Bileston. Feb. Feb. 5. Feb. 20, at eleven, at office of Sol. Hall, Bileston.  
**MORRIS, ISAAC**, miller, Nettlecombe. Feb. Feb. 3. Feb. 21, at one, at office of W. J. Richards, 150, High-st, Newport, I. W. Sol. Urry.  
**NEWSOME, JOHN**, tailor, Honley, near Huddersfield. Feb. Feb. 6. Feb. 23, at two, at offices of Sol. Brooth, Huddersfield.  
**NICHOLS, EDWARD FREDERICK**, upholsterer, Wiesbeck St. Peter. Feb. Feb. 6. Feb. 22, at four, at Gamble and Harvey, 1, Gresham-buildings, Basinghall-st, London. Sol. Ollard, Wisbech.  
**NODSKOU, ALFRED**, hotel keeper, Cromwell-pl, South Kensington. Feb. Jan. 23. Feb. 21, at three, at the Guildhall tavern, Gresham-st. Sol. Mason, Gresham-st.  
**OATES, WILLIAM**, beerhouse keeper, Sheffield. Feb. Feb. 6. Feb. 23, at eleven, at office of Sols. Messrs. Webster, Sheffield.  
**PARKER, JOSEPH**, farmer, Swaby, near Alford. Feb. Feb. 5. Feb. 21, at half-past three, at office of Sols. Mason and Falkner, Louth.  
**PARKINSON, WILLIAM**, hairdresser, Gainsborough. Feb. Feb. 5. Feb. 28, at eleven, at office of Sol. Bladen, Gainsborough.  
**PECKTON, VINCENT WILLIAM**, draper, Scarborough. Feb. Feb. 7. Feb. 21, at one, at Abbot's hotel, York. Sol. Watts, Scarborough.  
**PIERSON, JOHN**, solicitor, Saltburn-by-the-Sea, and Middlesbrough. Feb. Feb. 6. Feb. 23, at two, at offices of Sol. Pierson, Middlesbrough.  
**PETERS, GEORGE**, jute dyer, High-st, Hemerton. Feb. Feb. 7. Feb. 22, at three, at office of Sols. Saffery and Huntley, Tooler-st, Southwark.





that kind is a matter of ten or twelve days. I have now a case pending in the Chancery Division, where I issued a summons for discovery of defendant's documents on the 14th inst. This was made returnable, not the next day, but on the 17th inst. (or at an interval of two clear days), when an order was made, and (Sunday intervening) nothing more could be done until Monday, the 19th inst., when the summons, with the chief clerk's endorsement, was obtained with a direction that it should be taken to the Registrar to be drawn up. This done, the proposed order has to-day (Feb. 20) been obtained from the registrar, with instructions that notice must be given to the defendant (who is defending in person) to attend to sign it, in order that it may be passed. This, probably, he will decline to do, in which event I am to be furnished with a 'special appointment' to pass the order for Saturday next, and I shall then obtain the order passed and entered, and be in a position to serve it on Monday next, just twelve days after the summons was issued. Surely this is an anomaly, and a delay which is unfair both to practitioners and suitors, and should be rectified immediately."

A POINT affecting the title to property to a considerable extent, and one upon which there is apparently no precedent, was decided by the Exchequer Division in the case of *Hand v. Hall*. The action was brought to recover a quarter's rent under a memorandum signed by both the plaintiff and the defendant, by which "the plaintiff agreed to let, and the defendant agreed to take, the premises in question from the 14th Feb. next ensuing, until the following Midsummer twelve months, and with right at end of that term for the tenant by a month's previous notice to remain on for three and a half years more." The defendant never entered into possession, but at the time the action was brought a quarter's rent was in fact due. The plaintiff contended that this agreement was a lease, in which case rent would begin to run from the commencement of the demise, though no possession were taken. The validity of the lease thus came into question, and the defendant contended that being for a term of more than three years, a deed was necessary to make it valid. The Court (CLEASBY and POLLOCK, BB.) in a considered and written judgment, held that the term demised was for more than three years, and that a deed was therefore necessary to make the lease valid. In the course of the judgment they laid the rule down broadly thus: "We think a demise for three years and for three years longer at the option of the lessee, could not be said to be a lease not exceeding three years, and would not be valid if by parol only."

It is to be regretted that a case of such importance to the public as *Jackson v. The Metropolitan Railway Company*, in which judgment was delivered in the Court of Appeal last Saturday, should have resulted in a difference of opinion among the members of the court. The accident which led to the action was brought about by a state of facts which must be familiar to everyone who is in the habit of travelling by the Metropolitan Railway. Thirteen persons were travelling in a compartment constructed to hold only ten, and others made a rush at the carriage as the train was starting, opened the door, and tried to force their way in. The plaintiff, who was sitting next the door, rose to prevent their getting in, and in consequence of the presence of the three extra persons in the carriage he was pushed against the frame of the door by the motion of the train, at the same moment a porter slammed the door, and his thumb was crushed. The verdict was for the plaintiff, and the Court of Common Pleas, on motion to enter a nonsuit, unanimously held that there was evidence to go to the jury: (31 L. T. Rep. N. S. 475.) The Court of Appeal was equally divided, COCKBURN, C.J. and AMPHLETT, J.A. holding that, looking at all the facts of the case, there was evidence of negligence, and the question was for the jury, KELLY, C.B. and BRAMWELL, J.A., on the contrary, being of opinion that there was no evidence, and the case ought to have been withdrawn from the jury. The court being equally divided the verdict for the plaintiff stands. The very existence of this difference of opinion appears of itself to afford some argument in favour of the view adopted by COCKBURN, C.J. and AMPHLETT, J.A., for since the decision of the House of Lords in *Bridges v. The North London Railway Company* (30 L. T. Rep. N. S. 844) it has been perfectly clear that the question of negligence or no negligence is one of fact, and therefore the difference of opinion arose from the judges taking different views of the facts of the case. This seems to show of itself that there was a question of fact capable of more than one explanation. It is clear that the injury was caused by the wrongful act of somebody; it is equally clear that it was not caused by the wrongful act of the plaintiff himself; it is equally clear that it was in part caused by the wrongful acts of those persons who had already got into the compartment after it was full in spite of the plaintiff's objection, and of those who were trying to get in. The only question then is whether the acts of the company or their servants, in the management of the station and train, and the regulation of the traffic, amounted to negligence, and contributed to the accident. If the overcrowding was caused by

a sudden and unexpected rush of passengers which the company could not be expected to provide against, and there were a sufficient staff of servants to regulate such traffic as could fairly be expected, and these servants did their best to prevent overcrowding, probably no reasonable jury would find a verdict against the company. On the other hand, if the occasion were one on which it must be known that there would be a crowd (as would be the case on a Bank Holiday or on Christmas Day), and there were only one or two servants on the platform, and no measures were taken to prevent overcrowding, the jury might not unreasonably come to the conclusion that there was negligence on the part of the company in carrying on their business, which brought about the accident. Surely all these questions are questions of fact for the jury, or as KEATING, J. said in *Hogg v. The South Eastern Railway Company* (28 L. T. Rep. N. S. 271), "If railway companies collect crowds for their own interest, it is for the jury to say what precautions they ought to take, and how far they have taken them."

#### THE MAINTENANCE OF BASTARDS BY UNIONS.

It is remarkable how modern legislation, in dealing with the maintenance of bastards and amending prior statutes on the same subject, has gradually lost sight of the main object which Parliament had in interfering at all. That object was not so much the relief of the mother as of overburdened ratepayers. We propose to refer shortly to past statutes and to the law as now regulated by 35 & 36 Vict. c. 65, and 36 & 37 Vict. c. 9.

The common law recognised no obligation on the part of a father or mother to provide for the maintenance of his or her natural children; and, in case of neglect by the parents, the parish was bound to provide all that was required in the shape of necessities. Great expense was in this way incurred by the different parishes, and it became essential by statutory provisions to remedy the law, and to tax the cost of bastard children on the proper parties. That the sole and simple object of the Legislature was to afford relief to the various parishes and not to advantage the mother, clearly appears from the first statute that deals with this subject (18 Eliz. c. 3). That Act commences, "Justices of the peace shall order the punishment of the mother and reputed father of a bastard," and sect. 2 provides as follows. "Concerning bastards begotten and born out of lawful matrimony (an offence against God's law and man's law), the said bastards being now left to be kept at the charges of the parish where they be born, to the great burden of the same parish, and in defrauding of the relief of the impotent and aged true poor of the same parish, and to the evil example and encouragement of lewd life: it is ordained and enacted that two justices of the peace shall, and may by their discretion, take order, as well for the punishment of the mother and reputed father of such bastard child, as also for the better relief of every such parish, and shall and may likewise by like discretion, take order for the keeping of every such bastard child, by charging such mother or reputed father with the payment of money weekly," &c., under pain of imprisonment. The next statute is 7 Jac. 1, c. 4, s. 7, under which a woman having a bastard becoming chargeable to a parish might be committed to prison for twelve months with hard labour. A similar spirit pervaded the Act 6 Geo. 2, c. 31, and authorised the commitment to prison of a man where he was charged on oath with being the father of a bastard chargeable, or likely to become chargeable, to a parish "until he shall give security to indemnify such parish or place." The provisions of 18 Eliz. c. 3, were still further enlarged by 49 Geo. 3, c. 68, s. 1, which enabled the reputed father of a bastard to be charged with expenses incident to the birth and order of affiliation, the former statute being found, "inadequate to the purposes of indemnifying parishes against the charges and expenses incurred by the apprehending and securing the reputed father." The objects of the several Acts of Parliament were for the more effectually indemnifying the parish from expense, and by giving it a more prompt remedy for attaching the putative father, and getting better security for his future appearance to answer an order of affiliation (1 Bott. 472; 2 Nolan, 286, 7). These Acts were virtually repealed by the Poor Law Amendment Act (4 & 5 Will. 4, c. 76), which cast the burden of maintaining an illegitimate child on the mother, and enabled the guardians of a parish or union, in case of the mother being unable to provide for a child's maintenance, to apply to the court of quarter sessions, who, after hearing the evidence on both sides, might make such order as was reasonable, "provided always that no such order shall be made unless the evidence of the mother of such bastard child shall be corroborated in some material particular by other evidence to the satisfaction of the court" (ss. 61 & 62). In the latter part of the section appears to be the origin of what is the defect in the present law; the evidence of the mother for the first time being apparently considered necessary. The law and procedure was again considerably altered by 7 & 8 Vict. c. 101, which provided that henceforward, "All powers for obtaining or making an order upon any putative father for the maintenance of a bastard child, shall cease and determine, except as hereinafter provided." And as by virtue of 3 & 4 Will. 4, c. 76, the burden of maintaining an illegitimate child was cast on

*Edwards* (16 Beav. 357), see particularly the third class of cases there referred to, and *Ingram v. Soutten* (L. Rep. 7 E. & Ir. App. 408; 31 L. T. Rep. N. S. 215, the conclusion at which we have arrived appears to us irresistible.

It is almost impossible to convey to the non-legal mind the endless varieties of difficulties likely to arise out of survivorship and substitutionary clauses, especially when evolved out of the little word "or," and made in favour of "descendants" or issue. In the case of *Re Dawes* we have, after much reference to authority, been enabled with some confidence to say that the issue of a deceased child take by substitution the share of their parent. Yet how faint an idea can anyone not a lawyer form of the questions to which such a gift to issue may not improbably give rise, as, for instance, in determining upon the class of issue entitled to be ascertained—whether issue predeceasing their parents take, whether issue must survive the tenant for life, whether the shares of issue taking by substitution are liable to divestment in favour of their issue (if any), whether such issue take *inter se*, *per stirpes* or *per capita*, whether as joint tenants or as tenants in common, &c. We are no advocates of verbosity or prolixity, but the outcry of many testators against the lawyers on this score is for the most part an insensate outcry born of ignorance. People not otherwise fools are apt to "rush in" with foolish brevity where lawyers "fear to tread." The limit which divides brevity from obscurity is very easily overpassed.

Another set of questions arising out of these survivorship clauses has been the subject of much criticism in the recent case of *Beckwith v. Beckwith*, in which the Appeal Court, consisting of five members, unanimously reversed the judgment of Sir C. Hall. Here, as stated 25 W. Rep. 282, a testator gave his residuary real and personal estate to trustees upon trust to divide the same among all such of his daughters, A. B. C. D. and E., as should be living at his death in equal shares; the share of each daughter to be held by his trustees for such daughter for life, with remainder in trust for her children, and in default of children (and subject to a general power of appointment as to £2000), the testator declared that as well as the original share of such daughter as any share which might accrue to her under his will should accrue "to his other daughters or other daughter surviving." All the daughters having survived the testator, D. died, leaving an infant son, and subsequently E. died a spinster. The Court of Appeal, reversing Vice-Chancellor Hall, (who had decided that the gift over to "other daughters surviving" ought to be construed as surviving at the testator's death), held that the period of survivorship referred to the death of any daughter without leaving children, and, therefore, that on the death of E. her share (subject to an appointment of £2000 by her will), had vested in A. B. and C. her surviving sisters. The case is of great value, and very instructive as a forcible illustration of the rule we have been considering, as to the period to which survivorship is to be referred, and as also showing that without a controlling context, survivor means survivor in the strict sense, and relates *prima facie* to an indefinite survivorship *inter se* rather than to survivorship at the death of a testator, or to survivorship at any period other than that of the death of the first taker, that survivorship will not, without something like clear necessity, be construed to mean the surviving a testator; also that without a clear implication "survivor" means "survivor" and not "other." By comparing *Beckwith v. Beckwith* with the decision of the Appeal Court in *Wake v. Varah* (L. Rep. 2 Ch. Div. 248; 34 L. T. Rep. N. S. 437), it will, we think, be possible, generally speaking, to determine with some considerable degree of certainty, whether there be or be not a context sufficient to control the natural or strict construction of the word "survivor." The form of the gift over, if such there be, not infrequently supplies an almost irresistible argument in favour of the more liberal construction under which "survivor" is read "other," as is well exemplified by *Wake v. Varah*.

#### TRUSTEES IN BANKRUPTCY AND THE LAW OF ESTOPPEL.

By the Common Law Procedure Act 1852 (15 & 16 Vict., c. 76), sect. 142, it is enacted that "The bankruptcy or insolvency of the plaintiff in any action which the assignees might maintain for the benefit of the creditors shall not be pleaded in bar to such action, unless the assignees shall decline to continue and give security for the costs thereof, upon a judge's order to be obtained for that purpose, within such reasonable time as the judge may order, but the proceedings may be stayed until such election is made, and in case the assignees neglect or refuse to continue the action and give such security within the time limited by the order the defendant may, within eight days after such neglect or refusal, plead the bankruptcy." And by the General Rules of Trinity Term, 1853 (22 & 23), it is further in substance provided that where a plea *puis darrein continuance* is pleaded the plaintiff shall be at liberty to confess such plea, and shall be entitled to the costs of the cause up to the time of pleading such plea. The case of *Bennett (Trustee, &c.) v. Gamgee and another* (35 L. T. Rep., N. S. 764), was concerned with the interpretation of these provisions. In it the

plaintiff having elected under sect. 142 of the Common Law Procedure Act 1852, not to proceed with and give security for the costs of an action originally commenced by his debtors, whereupon the defendants pleaded the liquidation *puis darrein continuance*, which plea was confessed by the plaintiffs, who signed judgment for their costs up to the time of the plea, under the rules above mentioned, estopped or prevented him from bringing a fresh action with respect to the same subject-matter with which the first was concerned. The Exchequer Division of the High Court, consisting of Chief Baron Kelly and Baron Cleasby, held that he was not, but we think that more than one strong reason could be produced to show that their decision is not altogether satisfactory.

The question naturally divides itself into two branches. First, was the plaintiff trustee estopped from proceeding in the second action by reason of the confession of the plea *puis darrein continuance* made by his debtors in the first? On this head we shall take the liberty of quoting at some length from a judgment delivered by that eminent lawyer the late Mr. Justice Willes in a case of *Newington v. Levy* (23 L. T. Rep. N. S. 70; on appeal, *Id.* 595), in which he laid down the proper interpretation that should be put upon the rules discussed in *Bennett v. Gamgee*. "We are of opinion," he said (721), "that the intention of rules 22 and 23 of Trinity Term, 1853, was not merely to allow the plaintiff to enter a *nolle prosequi* to the particular action, receiving costs instead of paying them, but to put an end to the litigation altogether as it stands at the time of the confession, the plaintiff electing to abandon the claim as it then exists, and to let the defendant go free in consideration of receiving the costs of the action which was properly commenced though met by an answer of matter subsequently arising. . . . We are satisfied that the intention of the rules of court, which it is observable have the force of a statute was to place the plaintiff making confession of the plea for the purpose of obtaining costs in substantially the same position as a defendant confessing the action; that the defendant is entitled upon such a confession to a final judgment that he go without day; that the effect is not that of a mere *nolle prosequi*, upon which the plaintiff would not have received costs, and that the plaintiff cannot afterwards assert in a fresh action any claim which he might have set up in the action he has bartered away." In addition to the judges, we have mentioned the decision in *Newington v. Levy* was approved by such authorities as Baron Bramwell and Justices Blackburn, Lush, Keating, and Montague Smith, and indeed in *Bennett v. Gamgee* its binding force was not denied, the judges merely endeavouring to distinguish it from the case before them. Baron Cleasby said that there could be no doubt that the debtors themselves would by the effect of the rules of Trinity Term be estopped from bringing another action, because the fact of their cause of action having once been the subject of a judgment, would be a complete answer to any fresh suit by the same parties for the same cause. "But," proceeded the learned Baron, "I am at a loss to see on what possible ground this can be put forward as a bar to the trustee's action, which has not been the subject of any judgment." The ground it is submitted would be that estoppels bind privies as well as parties, and that the trustee would in this connection be the insolvents' privy in or by operation of law. Privy, we are told, denotes mutual or successive relationship to the same rights of property (Greenleaf on the Law of Evidence, I. 216 sect. 189; Taylor on Evidence, I. 696). Bankruptcy might well be termed commercial death, and it is thought that there is precisely the same kind of privity between a bankrupt and his trustee as there would be between a deceased and his executor.

But, secondly, it may, we think, be asked, on what grounds a trustee, having once elected *quâ* trustee to abandon an action, should be permitted, still acting in the capacity of trustee, to bring a fresh action for the same cause? It is certainly not laid down in terms in sect. 142 of the Common Law Procedure Act 1852, that he shall be debarred from bringing such fresh action, but what is the necessary implication from the words used? What is the object and design of giving a man an "election?" Clearly that the election should be final and not rendered nugatory by the party to whom it is given being permitted to blow hot and cold at his own pleasure. Regarding the question in this light we think that two cases (*Kinnear v. Tarrant*, 15 East, 622, and *Briggs v. Cox*, 7 D. & R. 409), which were quoted on behalf of the plaintiff by his counsel in *Bennett v. Gamgee* are, if properly understood, authorities for the defendants. "The principles," said Justice Bayley, in the latter case (410), "laid down by the court in *Kinnear v. Tarrant* have explained and corrected some former cases in which it was held that assignees might proceed with actions commenced by bankrupts, and have decided that defendants may insist upon stopping such actions, and may compel assignees to become plaintiffs, and the reason of it is that it may thus be made to appear upon the record to whom the payment enforced by the judgment has been made. Then if assignees cannot proceed with a former action in the name of the bankrupt, it is clear that they may commence a new action in their own names, for else they would have no remedy at all." Both these cases were decided in the first quarter of the present century, but now, inasmuch as a trustee can "proceed



paid to magistrates' clerks throughout England and Wales. In 1851 an Act passed which gave the option of paying the clerks of justices by salary in lieu of fees. There can be no doubt that a compulsory measure would have become law long ago but for the difficulty of fixing upon a scale of fees applicable alike to town and country districts. This purpose has now been wisely abandoned, and various scales are proposed. We understand that the Justices' Clerks' Society is watching the progress of the present Bill, to which there are many objections as regards its details. We publish elsewhere a letter from an experienced clerk to justices of a large borough, which deserves attention, especially at the hands of magistrates' clerks.

In our last issue we announced that Mr. Biggar had given notice of the rejection of the Legal Practitioners' Bill. We now find that Mr. Biggar has adopted a similar course with regard to a number of other Bills, notably the Oxford and Cambridge University Bill, the Irish Judicature Bill, and the Justices' Clerks' Bill. But it looks as if the honourable gentleman's opposition amounts to all smoke and no fire, for to the last-named Bills he has in fact offered no opposition whatever, not even taking any part in the debates. This kind of opposition is in one sense rather to be courted, for while it does no harm, it misleads others who would, but for such notices, take action, perhaps without occasion, against a Bill.

We draw especial attention to a case of *Brown v. Dodds*, disposed of in the Sunderland County Court, and reported in our last issue, page 285. The question was one of costs, and it was successfully contended by the defendant's solicitor, before the learned judge, that in a case where a sum of less than £5 was recovered by way of damages, the scale of costs under sect. 8 of the County Court Act 1875 does not apply. This view was upheld by the court on the ground that sect. 91 of the County Courts Act 1846 still applied to the above case, notwithstanding subsequent legislation, so that in regard to cases like the present the recent County Court scale of costs under the Act of 1875 was *ultra vires*, and could not be acted upon. Our readers are, no doubt, aware that the recent scale provides for fees to counsel in cases where less than £5 is recovered. In any case it would be impossible to defend such a provision unless in most exceptional cases.

THE process of foreign attachment as used in the Mayor's Court of the City of London, is highly prized by the merchants and business men of the metropolis. The forms and proceedings, however, by which this particular machinery is set in motion, are still of a very antiquated character. The plaintiff is first issued by the plaintiff against his debtor, and while the debtor is left in blissful ignorance of this having been done, the garnishee is served with attachment by the Serjeant at Mace. This done, a summons is issued against the garnishee, which runs thus, "You are hereby summoned to be and appear in the Queen's Majesty's Court to be holden before the Mayor and Aldermen in the Chamber of the Guildhall," &c. We are not aware that the expression "Queen's Majesty's Court" is to be found elsewhere in any forms of legal process. It clearly recognises the fact, however, that the Mayor's Court derives its authority from the Crown, although in the ordinary process of this court, there is no such recognition nor are any such words used as those above given used in such process.

As we pointed out in our last issue, the Official Referees' Courts are unpopular with the Profession. Why is this? First, because the selection of the Government in filling these newly-created offices was not entirely matter for congratulation. The most experienced lawyers at the Bar should have been offered these posts. Secondly, the fees payable by suitors before these tribunals operate to drive lawyers and their clients to other courts where fees are less burdensome. As to this we are very glad to notice Mr. Martin's proposal in the House of Commons that such fees should be reduced at once. A very little need be done to make these useful tribunals popular, for the referees are required to sit *de die in diem*, and clients can instruct solicitors to appear and conduct their cases for them without being at the additional expense of counsel's fees. First-rate men are wanted as referees and a substantial reduction of the court fees, which ought to be charged upon a different principle to that which now obtains. This done, and, as we pointed out last week, the common law masters would not then be occupied with references when they should be despatching the ordinary business at Judges' Chambers. The fact is, these masters ought to be left entirely free for chamber work—i.e., summonses

and taxing costs, their attendance at Westminster might well be dispensed with, as their duties could be undertaken by subordinates, as is the case with the associates of the High Court, and certain masters should be appointed to deal exclusively with taxation of costs, by which means greater uniformity in regard to taxations would be once secured.

A RECENT visit to the Master of the Rolls Court, in Rolls-yard, Chancery-lane, would almost have led one to suppose it was long vacation time. The court is closed, or was so during the middle of the week. The business of this court (including some very heavy cases actually waiting for trial) is thus now completely at a standstill. Sir George Jessel is sitting in the Court of Appeal as president of that court, two of the judges of the court being on circuit. But, worse still, neither members of the Bar nor solicitors can learn when the Rolls Court will open again, and this in face of the fact that one of the cases which would be sure to be in the paper involves the examination of witnesses who are in distant parts of the country. Under the old procedure this uncertainty was never experienced. It was then only a question of waiting a term or two. The business in the chambers of the Master of the Rolls is not of course at a standstill; but as recently as Wednesday last a solicitor's clerk, on applying for a two hours' appointment on a summons to proceed with certain inquiries directed by a decree, was informed that no such appointment could be given until after the Easter Vacation, owing to the pressure of business in the chambers. London solicitors often find it difficult to satisfy country solicitors for whom they are agents, as to the cause for delay in this matter or that action; but this difficulty is increased tenfold when a solicitor's client inquires of his solicitor the cause of delay in getting his matters disposed of in a particular court or in particular chambers. The localisation of business is, as we affirmed in our last issue, page 275, the true and only permanent remedy for the existing state of things.

ALMOST every solicitor practising in the Isle of Man is styled an advocate, and in many parts of Scotland and Ireland solicitors are so styled when they are in the habit of practising in the local courts. We notice in Waterlow's Solicitors' Diary many country solicitors in England and Wales are also so described. We see no reason why the term advocate should not be used and applied to all country solicitors who habitually practise before County Courts and in police courts. This would prove of use to solicitors in London and elsewhere, when instructing a local advocate on behalf of a client requiring to be represented in a local court.

A CORRESPONDENT in writing to us upon the subject of the continued encroachments of unauthorised persons upon the Profession, calls attention to the fact that solicitors themselves are unwise enough to give occasional encouragement to such persons. He says: "Would you believe that some solicitors encourage these men? A case came under my notice this week. A London solicitor, whose address I enclose, sent a writ, copy, and affidavit of service, addressed to the high bailiff of the County Court here, and asking him to allow his clerk to serve writ and make affidavit, and on return of papers, the solicitor promised 7s. 6d., the proper charge being 14s. 7d. I call this a breach of etiquette, and certainly not likely to raise the standard of the solicitors' Profession." No doubt the more usual course is to employ local solicitors as agents to effect service of process, and this should be followed as far as possible for obvious reasons. On the other hand, a high bailiff of a County Court is certainly the one person, outside the Profession, who may be properly employed for such a purpose being paid of course the proper charge. The only danger is that under bailiffs are often employed who are not always too particular as to the mode of service.

WE frequently hear of proposals for the amalgamation of the two branches of the Profession. To this we have always been opposed, though we insist upon the absolute necessity for a freer interchange between the two branches. An amalgamation of another kind is in contemplation; that between the English and Irish Bars, and we are bound to say that while here and there it might prove disadvantageous to certain members of the Bar, it is a proposed reform which deserves the support of the public and the Profession. Any scheme which serves to widen the present narrow limits of the profession of the Bar, that is, which serves to admit a greater number of men into the same field of labour, must tend to produce better advocates and better lawyers than

would otherwise be the case. In the House of Commons, on the 13th, Sir Colman O'Loughlin introduced a Bill to enable members of the Bar of England to practise in Ireland, and members of the Bar of Ireland to practise in England, and further to empower Her Majesty to assign, by commission of assize, judges of the High Court of Justice in Ireland to go circuit in England, and judges of the High Court of Justice in England to go circuit in Ireland. The Bill was read a first time, and we propose to publish the same in our next issue.

THE president of what we will call the mixed division (Probate, Admiralty, and Divorce), Sir James Hannen, has recently offered some useful observations on points of practice which must not be overlooked by solicitors. In a divorce case of *Robinson v. Robinson* an application was made to the court to strike out a portion of the respondent's answer, which charged the petitioner with adultery on many occasions. This novel application was made on the still more novel ground that by a verdict of a jury on a previous trial these very charges were found to be not proved; indeed, negative. The judge refused the application, and in doing so observed "The application is not founded on any affidavit, but is based on the assumption that, as I was the judge before whom the issues of the former petition were tried, I have judicial knowledge of the same charges that were in issue. This is a mistake. All applications that involve a reference to another cause should be supported by an affidavit of some facts, because it is a mere accident the same judge presides on two occasions. If I were to make the order prayed for, there would be nothing to show the grounds upon which I have proceeded. But, apart from that question, I think the respondent is entitled to insist on the question being raised by replication, in which it will be incumbent on the petitioner to state with exactness the facts on which she relies to show the respondent is estopped from setting up the charges he now makes." Another point arose in an ordinary suit for judicial separation, in which the allegation that the respondent was living in adultery, was, in part, proved by the evidence of the petitioner's solicitor, who swore that the respondent told him the name of the person with whom she was so living. In granting a decree of judicial separation as prayed the President said, "I hope what I am about to say will be remembered and acted upon by solicitors. It is very disadvantageous that evidence should be cut down to a minimum, casting upon the Court, in some instances, the task of drawing inferences from very slight facts. It is to be remembered that these are not suits similar to those in other divisions, in which only the parties are interested, but the public are supposed to be interested in these litigations being conducted in a particular manner, so that the court should be satisfied that there is no 'arrangement' between the parties to bring about a decision of the Court—an arrangement where the petitioner is not seeking in some covert manner to obtain the decree of the court for a purpose other than the relief from the marriage tie. It is obvious, if the court were to act simply upon a letter written by one of the parties, it would give the greatest facility for such an arrangement. In the court which this division now represents, it has not been the custom to rely only upon the confessions of the party. I do not lay down a legal proposition that the court will not do so; but it is to be remembered it is only in cases of absolute necessity that a confession of the party alone should be relied upon, and where the evidence of the adultery is to be obtained it should be brought before the court. If I find the warning I am now giving, and which I have before adverted to, is not acted upon, I shall be obliged to postpone such cases until further evidence is obtained." We entirely agree with the observations of the learned Judge, but as to what causes the effect of which the President of the Court here complains, it is only fair to solicitors to say, that it arises from a desire on their part to save suitors in this division expense by offering in support of a case that evidence which is most immediately at hand, such as confessions and letters. As a rule, however, the witness box is not the place for a solicitor, especially when it is for the purpose of giving evidence of certain admissions made by the opposite party, it not being in contemplation at the time that such admissions or statements would be so given in evidence. We do not say there is anything at all irregular in a solicitor giving such evidence, but it is a practice which solicitors will do well to discourage, as it would tend to their degenerating into mere agents for obtaining evidence. While referring to the business of this division of the High Court, we take the opportunity of reproducing Sir James Hannen's observations in a recent case about the use of printed forms of wills and the litigation and expense that too frequently follows from their use. The judge pointed out the extreme



treat as professional misconduct, to be visited by a sentence of dismission, the transaction of business on agency terms, which is the common custom of the legal profession.

5. That Bills be promoted by parliamentary agents only, but that oppositions to Bills may be conducted either by parliamentary agents or "other persons, whether on the roll or not."

It will be seen that the effect of these regulations is the separation of parliamentary agency from the profession of the law, and its constitution as a separate profession; in other words, the creation of a new and restricted body, holding a precisely similar position to that which the body of proctors formerly held with respect to probate and divorce business. The committee has adopted and recommends the same principle of restricting and subdividing professional duties of a legal nature into different sections, which Parliament distinctly negatived when it united the proctors to the general body of solicitors, and the ecclesiastical advocates to the general body of barristers: and on previous occasions when it threw open the Lord Mayor's Court of London to the general body of the Profession, when it abolished the exclusive privileges of the serjeants-at-law, and when it extinguished the ancient institution of the Six Clerks in the Court of Chancery.

That this object, the creation of a distinct and narrow body, is intended by the leading members of the committee, is shown by the language of paragraph 4 of Lord Redesdale's draft report, where he says: "The committee, considering (*inter alia*) that uniformity of practice is best secured when the practitioners are not too numerous, and can afford to devote themselves exclusively to the duties of their profession, are of opinion that it is not desirable to increase indefinitely the number of parliamentary agents, and that the examination test should be of such a character as to exclude all persons not qualified for actual practice." Further, a recommendation proposed by Mr. Adam in his evidence, and adopted by Lord Redesdale in his draft report, to the effect that parliamentary agents must reside within half a mile of Parliament, and be in constant personal attendance at their offices, points distinctly to the exclusion of Lincoln's-inn and city firms from the conduct of parliamentary business. It is true that these proposed paragraphs were struck out in settling the report; but notwithstanding this, the actual recommendations are pointed in the same direction; and the evidence of Mr. Adam and Mr. Warner, the two parliamentary officers who are specially attached to Lord Redesdale, show that their feeling in reference to the future arrangement for the appointment of parliamentary agents is not so much to exclude the practitioners who may creep into the business without any legal knowledge, training, or education, as to impose such difficulties as shall, as far as possible, exclude those members of the trained and educated legal profession who consider that parliamentary practice is not beyond the power of an educated lawyer to acquire, and that parliamentary business, which practically lasts about six months of the year, is not so difficult that it may not be combined with other branches of legal practice. For example, Mr. Adam's evidence shows his very strong leaning in favour of a small and limited body of parliamentary agents, and against solicitors. See his evidence, qq. 158 to 162 and 177 to 185, especially the following passages:

"The parliamentary agents may be divided into two classes. First, those who devote themselves exclusively to the practice of their profession; and, secondly, those who act also as solicitors in ordinary practice, and who transact the greater part of their parliamentary work through what they call their parliamentary clerks (a thing unheard of in former times, and in my opinion greatly to be deprecated). The first class, with scarcely an exception, perform their duties to Parliament and to their clients in a most satisfactory manner. . . . In all these respects, the second class as a body are in strong contrast to the first. So far from assisting Parliament, they are, from their want of practical knowledge, an absolute and great hindrance to business. They are constantly making blunders, out of which the officers have to do their best to assist them, sometimes unsuccessfully.

"Do you consider that restricting the work of parliamentary agency to solicitors or barristers would be expedient or not?—I do not think that it is at all expedient; some of our very best agents are neither solicitors nor barristers.

"That may be so; but do you think that if we are to make rules which are to confine the practice to persons who are held to be specially qualified for the purpose, the introduction that, as one of the qualifications, he should be a solicitor, may not be of advantage?—I do not think it an advantage; my experience is just the other way; I find that where a parliamentary agent is also a solicitor, in too many cases the suitor has to pay two solicitors and one very bad parliamentary agent."

"Surely you cannot consider the qualification of an acquaintance with the business of a solicitor to be objectionable in a parliamentary agent?—Not at all; but, on the other hand, I do not think it indispensable.

"Would not the examination which a barrister or a solicitor necessarily passes be a qualification towards acting as a parliamentary agent?—Certainly not; it has nothing whatever to do with parliamentary agency.

"Of course it does not give him a knowledge of standing orders or anything of that kind, but to a certain extent it would be a qualification, would it not?—I do not think it would the least in the world as a parliamentary agent."

In one respect Mr. Adam is inaccurate. The principal solicitors who combine parliamentary with general practice, attend to it personally just as much as gentlemen who are parliamentary agents and not lawyers. It will also be observed that Mr. Adam draws no distinction between trained and educated lawyers who understand and personally conduct their own parliamentary business, and the persons without legal training or education, whom the present state of things has allowed to creep into practice, and to exclude whom for the future is the real object to be attained. Mr. Adam does not say if the instances which he quotes are derived from the former or latter class, but he mixes the two classes together. As Mr. Adam was not educated as a lawyer, he does not understand that a knowledge of practice is not nearly so important and difficult in acquisition as is a comprehensive acquaintance with the principles of law, and with the numerous and important range of subjects with which the statute law of the United Kingdom deals, and of all which a parliamentary agent should have an adequate knowledge. But Mr. Warner, counsel to Lord Redesdale, shows his strong bias in a still more marked way; and it led him into a most singular mistake. His duty is to criticize the draft Bills deposited in Parliament, and to submit them, with his notes, to the Lord Chairman. He came before the committee prepared with Bills which he produced for the express purpose of illustrating the bad drafts which came before him from what he called the unqualified class; and the first he produced was from the office of a very eminent firm of solicitors, who unite a considerable parliamentary practice to a very large agency and general practice. On this he had noted: "This Bill must be sent to counsel to be properly drawn; it is unworthy of a great corporation."

I cannot show the infelicity of Mr. Warner's selection better than by reading a short extract from the speech of the Lord Chancellor, delivered in the House of Lords on the 24th July 1876. He said: "I find that one of the instances of the necessity for that which was given was in reference to an important Bill upon a subject which has in some way or other attracted considerable attention out of doors, a Bill which passed through the House conferring certain powers upon the corporation of Birmingham last year; and when it came into his office, I am informed by a communication, the counsel of my noble friend said that the Bill must be sent to counsel to prepare and draft, and that it was unworthy of a great corporation like that of Birmingham to submit to Parliament so important a Bill without its being submitted first to counsel to be properly settled; and he said that the Bill had been introduced by a parliamentary agent who was a member of a large firm of solicitors, but not in much practice as a parliamentary agent. Now, I am authorized to say that this Bill was drawn by Mr. Reilly. I have myself seen the Bill; I have occasion to see the learned counsel about various things, and I have seen this Bill, and I am bound to say that a more properly drawn Bill, a Bill more worthy of being termed a work of art with respect to the manner in which it is drafted, I have not seen; and I consider it a very unfortunate instance to bring forward to sustain charges of that kind made before the committee."

I cannot but believe that had that Bill reached Mr. Warner's hands from a member of the Parliamentary Agents' Society, his note would have been different, and would in any event have been couched in less peremptory language.

I venture to think that this policy—the narrowing of the body of Parliamentary agents—so far from being a benefit to the public, would be a serious injury; and if the business is to be limited to those who devote themselves entirely to it, very serious injury will accrue to the public. The mischief of this is very well put by Mr. Theodore Martin, representing the small body of twenty-two gentlemen who call themselves the Parliamentary Agents' Society, in his evidence (q. 87); and the statement is the more valuable that he did not see the irresistible inference to be drawn from it, but gave it for another and different purpose. He says: "In the pressure of business very important transactions, have to be concluded; we are all very much hurried because there are, perhaps, several committees sitting

which we have to look after: many of these transactions involve enormous sums: they are very important things: between ourselves I have known these transactions concluded by mere word of mouth: we say 'so and so and so and so' is agreed. Now we have not time to put this in writing. I trust to your seeing it carried out before the committee."

I apprehend that respectable firms of solicitors may be trusted to carry out verbal arrangements equally with the twenty-two gentlemen who, Mr. Martin thinks, are alone trustworthy. But this evidence explains the serious injury to the public of too narrow a body of Parliamentary agents. Ten or twelve committees are often sitting at the same time during the busy part of the season, besides the Examiners and Standing Order Committees: and it often happens that some of the leading Parliamentary agents are each employed in five, six, or seven different rooms at the same time. Counsel are engaged in the same way; and it often happens, entirely from this cause, that business involving enormous sums is transacted or hurried through in the absence of the professional assistance on which a country solicitor is relying, with corresponding injury and anxiety to the parties mainly interested, and to the public.

I now come to the conditions which are requisite for a Parliamentary agent: and I cannot do better than take the statement of the very eminent gentleman whom I have mentioned, Mr. Theodore Martin. He considers (q. 130) they are—

1. That he should be liberally educated.
2. That he should have a general knowledge of law.
3. That he should have the special knowledge required for Parliamentary practice.

As regards the first, it is one of the special requisites which the Incorporated Law Society has provided for; nothing need be said as to it. As regards the second, I warmly agree in the high importance of a knowledge of law, and I deem it the great and principal requisite. But I see no method of securing that training and education in the common and statute law of England, which are the great and important part of a Parliamentary agent's knowledge, other than a thorough and adequate professional training. It is the great and high importance of this knowledge and training upon which I base my contention, that Parliamentary agency is a branch of the great profession of the law, and that the members of that branch ought to attain to it through the same preliminary steps as are prescribed for the practice of all other branches of the law. These preliminary steps and that preliminary training have been required in the interest of the public, and the public suffers if a due and thorough legal training—not a mere amateur study, but such a study as a professional lawyer is alone likely to undertake—be not made a primary requisite. That training and education can alone be obtained by requiring that Parliamentary agents must be lawyers.

The report of the joint committee is very strong on this point. It says (par. 5): "The profession of a parliamentary agent requires an accurate acquaintance with particular branches of the law, and especially with the practice of Parliament; also a sound knowledge of parliamentary drafting." But the means of securing this "accurate acquaintance with particular branches of law," comprising, in fact, nearly all the chief branches, are singularly inadequate. By par. 10 it is advised that not only lawyers, but any graduate of a university, and any person who shall have passed a Civil Service examination, may apply to undergo the special examination "directed to ascertain his fitness for immediate practice as a parliamentary agent," which, Lord Redesdale stated in the House of Lords, would be merely in parliamentary practice.

What is the objection to requiring a legal training? Mr. Adam seems to think the fact of a few parliamentary officers having given up their position in 1836 in order to commence practising the profession of a parliamentary agent is a sufficient ground, and it is the only alleged objection. But these gentlemen had acquired their legal knowledge in Parliament, and were, no doubt, thoroughly fitted for their duties. There is no ground to apprehend a second parliamentary exodus; and the only consequence of admitting, in future, untrained lawyers as parliamentary agents is, that a class of men, who have acquired some knowledge of parliamentary practice as working clerks in large offices, will be enabled to set up on their own account without having gone through the adequate legal study and training which is required from every other branch of the legal profession.

Mr. Martin's objection to a legal training is more difficult to understand. He was a duly admitted Scotch solicitor, and practised for many years in the Supreme Court of Scotland; but he tells us that several of the younger members of parliamentary houses have joined the old houses, and "educated themselves specially for the pro-

fession of parliamentary agents without having served their articles, or being called to the Bar. "These," he says, "are men who have all had, first, a liberal education, and generally a special education, more or less legal." But the Legislature does not consider that an education "more or less legal" is a proper qualification for practising the other branches of the law, that an education "more or less medical" is a sufficient preparation for practising as a recognised physician or surgeon, or an education "more or less nautical," a suitable training for the command of an ocean steamer. I have no reason to suppose that the gentlemen referred to by Mr. Martin are not duly qualified, but I strongly urge that it would have been more satisfactory to the public and to those gentlemen's own clients if they had been articled at the beginning of their studies, and had possessed a duly authorized certificate of an adequate legal education, instead of a vague testimonial of having had "an education more or less legal."

I now come to the third of Mr. Martin's requisites—a knowledge of parliamentary practice—which, in his view, and in that of some other witnesses, and more especially of Mr. Adam, seems to be the all-important requisite, and to be so difficult as to require those who have learned it to be constituted into a separate profession framed on the model of the old proctors. Lord Cairns, in his speech, already quoted, says of it: "I want to know what parliamentary practice really is, and it will be necessary to agree upon some definition of it. But, my Lords, there is this objection to such an examination, that any special examination upon only a limited number of subjects must necessarily be considerably smaller and more restricted than examinations into general subjects; and I do maintain that persons who are fit to be on the roll of solicitors, and fit to be called to the Bar, are undoubtedly fit to practise as parliamentary agents in your Lordships' House, or in the other House of Parliament, and they would in a few weeks, or even in a few days, be able to acquire all the special knowledge which it is necessary to obtain in order to promote the passage of private Bills through Parliament."

I will venture to give my own experience on the subject, which fully bears out his Lordship's remarks. In the year 1854 I was advised to undertake parliamentary business. I was then a practising solicitor, and had served a part of my articles to a firm which conducted parliamentary business, but I had not previously had any personal practice in parliamentary agency. I decided, after consulting one or two experienced friends, to do so. I very carefully studied the standing orders and May's Parliamentary Practice, and compiled for my own use out of the somewhat dislocated code a systematic book of practice with reference to the promotion of private Bills. With that study I undertook the promotion of a private Bill, carried it through in face of a very serious opposition in both Houses, and in doing so I avoided a pitfall of practice which then existed, into which my opponent, the principal partner of one of the three great houses so much praised by the officers of the houses for their perfect knowledge of their duties, fell; the consequence of his error being that all my opponent's witnesses were excluded from giving evidence before the House of Lords. Whether the result would have been different I do not of course know, but my opponent's error of practice led to the inability of his clients to put their case before the committee. I should hardly have thought well to bring this fact forward but for the very strong language used by the witnesses who gave evidence before the joint committee as to the errors made by solicitors who undertake Parliamentary practice as contrasted with the alleged perfection of the select body of agents in performance of their duties.

It is true that outside the standing orders there is a small quantity of unwritten practice which has to be acquired, consisting chiefly of routine work, as to the particular departments of the two Houses in which Bills and amendments have to be deposited, when and how they are to be printed, when and how they are to be settled, and the House Bills lodged and examined; also the conduct of opposed standing order cases, the memorials relating to which are certainly specimens of special pleading which would have rejoiced the heart of a special pleader of half a century ago. But the whole of this practice is not nearly so difficult as the practice of the Chancery Division of the Supreme Court, and its acquisition would be rendered comparatively easy by the preparation of a small body of rules or some addition to the present standing orders.

There is one branch of the report which treats of a totally different subject, viz., the division of profits between solicitors and agents, a system which prevails generally between country solicitors and their London agents in ordinary law business. For some reason this is supposed to lead to utter dishonesty and manufacturing of improper and irregular charges. Mr. Adam says that "in his

opinion it is one great cause for the degenerate state into which he is afraid parliamentary agency is falling;" and even Mr. Martin indulges in an imputation that an agent who charges on this system "has sacrificed his independence, and will not deal with the proofs of witnesses in the same way as he (the witness) and others who do not participate in profits do." It is strange that such imputations should be made. I never heard the system usual among solicitors, as regard their general business, charged with any such consequences; and, moreover, the illustration given by Mr. Martin—viz., the unnecessary increase of the quantity of evidence for the purpose of increasing cost—is a wrongful act, the inducement for which exists, whether the practice of the legal profession be adopted or not. A parliamentary agent, whether he shares fees or not, receives considerable additional charges if a case before committee be protracted over three days, which ought to be concluded in two; but I never heard suggestions of wilful, and therefore dishonest, prolongation made against parliamentary agents on this ground. I cannot help expressing my surprise at such imputations being made by them, and my conviction that they are wholly unfounded and unworthy of the very eminent gentleman by whom they were stated to the committee. Cases of malpractice may have taken place with some of the untrained practitioners who now creep in; but with legal firms of eminence such unprincipled conduct is as unknown and impossible as with Mr. Martin's own firm: and the division or non-division of profits does not affect the question.

The real error as regards costs is the existence of two separate sets of costs for the solicitor and the parliamentary agent, by which, in many cases work is doubly paid for, and the labours of a taxing-master increased. Parliament ought to fix a particular remuneration for a particular work—by whomsoever done—and to let that work be charged for in one bill and not two separate bills. It has, in fact, made some provision pointing in that direction, by providing, as to a few of the scale charges, that if the solicitor act as Parliamentary agent he should receive for a certain attendance the double fee. Great trouble and confusion are caused by the separation. I have known much time and trouble devoted by Mr. Adam, as taxing-master, to the question whether certain work ought to be done by the solicitor or the parliamentary agent, and to treat it as a serious ground of complaint that work was done by one which in the usual course should be done by the other; and even to insist so rigorously on the usual routine, as to require the charges to be transferred from the one bill to the other before he would tax the bills. But this is really a question which it is not within the duty of Parliament to interfere with; and, recollecting as I do how very strongly the present Government (in the debates on the Agricultural Holdings Act) insisted on the great importance of upholding the sacred rights of "freedom of contract," I can hardly believe that they will sanction so complete a violation of that rule as to render the private agreements between solicitors and agents a matter of public investigation. I venture to think that if the future admission of agents were restricted to the educated and trained lawyers of the country, and the system of charging placed on a simple and intelligible basis, instead of the duplicated plan which now exists, we should hear no more of such complaints.

I now proceed to sum up the objections which appear to me to exist to the recommendations of the report of the joint committee.

1. They make no provision that parliamentary agents shall in future be trained and educated lawyers, but they specially propose that any graduate or person who has passed an examination by the Civil Service Commissioners may become a parliamentary agent on passing a special examination in parliamentary practice. This recommendation is made, notwithstanding they had previously reported that "an accurate acquaintance with particular branches of the law" was required. It is surely a serious injury to the public, that, if accurate knowledge of law is required, an authoritative diploma conferring a right to practise shall be granted, not to trained lawyers, but to gentlemen who have received what Mr. Martin calls "an education more or less legal."

2. It is a serious injury to the legal profession, who have paid the necessary stamps and gone through the special training necessary to acquire the accurate knowledge of law required by the committee, that the most valuable and lucrative branch of professional practice should be entrusted to persons who have not taken the prescribed steps to obtain that culture, but who may have picked up sufficient knowledge to get through the special examination in practice without having performed the conditions which the Legislature has (in the public interest) imposed upon those who wish to become members of an honourable profession. Still more is it an injury that solicitors should be out off from that direct access to Parliament on

behalf of their clients which they formerly possessed.

3. The restriction of the Profession of a parliamentary agent to a small body consisting of comparatively few members, is a most serious injury to the public, and will infallibly lead to the members of that body being habitually occupied in several committee rooms at the same time, with a result to the public and the suitors which may often be disastrous.

4. The introduction of a separate examination in Parliamentary practice is quite unnecessary and unadvisable. The subject is not sufficient to require such machinery. The "accurate acquaintance with particular branches of the law" required by the committee is best attained by the existing means—namely, the legal examination of the Incorporated Law Society—and it is a very simple course to authorise that body to add a division to the existing subjects, which shall comprise an examination in Parliamentary practice, and, if necessary, to make a special certificate for that department. Similar provisions might be made as to solicitors in Ireland and Scotland if thought necessary.

5. The power of striking off the roll, proposed by the report, is far too peremptory. For professional misconduct, of course, such a penalty should be duly applied—but judicially, and after a fair hearing—and proper provision should be made for that purpose. But "neglect of rules" is one of those wide phrases which may be seriously misapplied. The accidental omission to deposit an amended Bill in due time before committee is not a fault for which such a penalty should be possible; and the submission for taxation of an unduly large bill of costs (which Mr. Adam thinks—q. 200—should be visited with the same punishment) is surely an extraordinary ground for such a course. Again, the existence of contracts or arrangements between solicitors and agents as to division of profits—which is by par. 16 recommended to be made the subject of a rule (and for breach of which striking off the roll is therefore authorised)—is specially one of those matters for which, even if thought objectionable, an absolute prohibition to practise would be a most improper and excessive punishment.

6. The division of professional charges is one of those subjects which is specially a matter of freedom of contract. Excepting the imputations made by some of the witnesses as to dishonest conduct having arisen from it—which, however, is not supported by any single fact, nor even the quotation of an anonymous instance—this seems a matter which in no way affects the public or the clients. The real amendment wanted is the consolidation of the two scales of charges now authorised, and that amendment would be a benefit to the public generally as well as to the taxing masters.

In conclusion, I would only say that the main object of the committee—the ensuring a thoroughly trained, educated, and competent body of gentlemen as Parliamentary agents—is one which I warmly approve; but the recommendations of their report fail to attain the end they have in view, while the means they propose, which confirm and render permanent the exclusion of solicitors, as a body, from direct access to the officers of the House, and interpose a new and narrow profession between them and the promotion of Bills in Parliament, will, if adopted, produce injurious effects both to the legal profession and the public, which strenuous efforts should be made to avert.

#### HEIRS AT LAW AND NEXT OF KIN.

MAY (Jeffery), formerly of Sutton Cheney, Leicester, gentleman. Heir at law, to send in by March 15th to Ewenk and Partington, solicitors, 3, South-square, Gray's-inn, London. March 14: at the chambers of V.C.H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

(Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.)

GRAHAM (Wm.), Pewell, near Abingdon, Berks. Esq. £78 14s. Three per cent. Annuities. Claimant said Wm. Graham.

LODGE (Thos.), Velindre, Aberwill, Carmarthenshire, farmer. £48 0s. 4d. New Three per Cent. Annuities. Claimant, said Thomas Lodge.

SUN (Emma), wife of George Sun, a Lieut.-Col. in H.M. Royal Bengal Engineers. £248 5s. 3d. New Three per Cent. Annuities. Claimant, said Emma Sun, wife of Geo. Sun.

STRANGE (Emily Charlotte), Marholm, near Peterborough, Northamptonshire, spinster. £20 New Three per Cent. Annuities. Claimant, said Emily Charlotte Strange, spinster.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CARDIFF NATIONAL ADVANCE AND DISCOUNT COMPANY (LIMITED).—Petition for winding-up, to be heard March 2, before the M.R.

ELECTRIC POWER COMPANY (LIMITED).—Petition for winding-up, to be heard March 2, before V.C.H.

LINDRIDGE COLLIERY COMPANY (LIMITED).—Petition for winding-up, to be heard March 2, before V.C.H.

MIDDLEBOROUGH AND STOCKTON TRAMWAYS COMPANY (LIMITED).—Petition for winding-up, to be heard Feb. 24, before V.C.B.  
 DEFICIENT IRONWORKS COMPANY (LIMITED).—Petition for winding-up, to be heard Feb. 24, before the M.R.

### CREDITORS UNDER ESTATES IN CHANCERY.

#### LAST DAY OF PROOF.

BIRCHAM (Wm.), Swaine-green, Calverly, York, stock. April 11; Thomas W. Browning, solicitor, Bradford.  
 April 19; V.C.M., at twelve o'clock.  
 BELLINGHAM (Wm.), 33A, Oxford-street, and of 41, Acklam-road, Nottingham, Middlesex. March 31; P. G. Collins, solicitor, 6, Bedford-row, London. April 13; V.C.M., at twelve o'clock.  
 BODEN (Wm. Thos.), Ringmore, Devon, gentleman. March 19; Jno. Whidborne, solicitor, Teignmouth, Devon. March 22; V.C.H. at twelve o'clock.  
 BURLAND (Jno. H.), Wellington, Somerset, grocer. March 17; Thos. B. Ranson, solicitor, Wellington. March 23; M.R., at eleven o'clock.  
 CARLON (Jno.), 11, Grevill-place, Kilburn, Middlesex, Esq. March 27; G. E. Thomas, solicitor, Carlton Chambers, 8, Regent-street, Middlesex. April 11; V.C.H., at twelve o'clock.  
 COLLEY (Edwd. H.), formerly of Bristol, and afterwards of Chancery-lane, Dorchester, late of Australia. Oct. 31; Jno. L. Press, solicitor, Bristol. Nov. 14; V.C.M., at twelve o'clock.  
 DODGE (Osian Euclid), formerly of St. Paul, Minnesota, U.S.A., secretary of the Chamber of Commerce of St. Paul, and afterwards of 16, Beaufort-buildings, Strand, London. May 1; Darley and Cumberland, solicitors, 26, John-street, Bedford-row, Middlesex. May 14; V.C.H., at twelve o'clock.  
 ELWORTH (Wm.), North Wheatley, Nottingham, farmer. April 2; Samuel Jones, solicitor, East Retford, Nottingham. April 11; V.C.M., at twelve o'clock.  
 HORSBY (Gerard), Liverpool, watch manufacturer. March 15; J. B. Wilson, solicitor, 41, Lord-street, Liverpool. March 22; V.C.M., at twelve o'clock.  
 HOW (Jno. S.), Mostyn House, Mostyn-road, Brixton, Surrey, gentleman. March 17; D. Woolf, solicitor, 79, Queen-street, Cannon-street, London. March 23; V.C.H., at twelve o'clock.  
 HULKE (Robert), Hanley, Stafford, eating house keeper and beer seller. March 16; Stevenson and Hamshaw, solicitors, Hanley. April 18; M.R., at twelve o'clock.  
 ILLIDGE (Thos. B.), The Cedars, Acce Lane, Brixton, Surrey, Esq. March 27; D. Woolf, solicitor, 79, Queen-street, Cannon-street, London. March 23; V.C.H., at twelve o'clock.  
 JONES (Catherine), 18, Cranmer-road, Brixton-road, Surrey, spinster. March 23; J. Fraser, solicitor, 16, Farnival's-inn, London. April 10; V.C.H., at twelve o'clock.  
 KENT (Thos.), Fen Ditton, Cambridge, farmer. March 21; Clement Francis, solicitor, Cambridge. April 12; V.C.H., at twelve o'clock.  
 KITCHER (Geo.), Asheldham, Essex, farmer. March 17; H. W. Catliff, solicitor, 2, Gresham-buildings, Basinghall-street, London. March 27; V.C.B., at twelve o'clock.  
 LATCH (Joa.), Newport, Monmouth, merchant. March 8; Thos. M. Llewellyn, solicitor, Newport, Mon. March 23; V.C.H., at twelve o'clock.  
 LEWIS (Henry), 66, Vassall-road, Brixton Surrey. March 17; G. H. Claydon, solicitor, 10, Lancaster-place, Strand, London. March 23; V.C.H., at twelve o'clock.  
 LUMLEY (Jas.), the younger, Sharples, near Bolton, cotton spinner. March 16; Milne and Co., solicitors, 2, Harcourt-buildings, Temple, London. March 23; M.R., at twelve o'clock.  
 MITCHELL (Jno. A.), Hill Top, near Kendal, Westmoreland, gentleman. March 17; Garnett and Co., solicitors, Liverpool. March 24; M.R., at twelve o'clock.  
 RUTFORD (Thos.), Poole, March 16; G. J. Brownlow, solicitor, 24, Bedford-row, London. March 24; V.C.H., at twelve o'clock.  
 SAWDON (Jno.), Pickering, York, gentleman. March 13; Frank Parkinson, solicitor, Pickering. March 27; M.R., at twelve o'clock.  
 THORPE (Reha.), late of Curry Rivell, Somerset, farmer, and previously of Dailwood, near Honiton and Axminster, Devon, farmer. March 15; Robt. B. Peron, solicitor, South Petherton, Somerset. March 29; M.R., at eleven o'clock.  
 VOYLES (Henry Jno.), 121, Stoke Newington-road, Middlesex, licensed victualler. March 31; Henry Child, solicitor, 2, Paul's Bakershop-court, Doctor's-commons, London. April 7; V.C.H., at twelve o'clock.  
 WHESTER (David), 4, Norfolk-road, St. John's Wood, Middlesex, Esq. March 14; J. C. Burgoyne, solicitor, 160, Oxford-street, London. March 23; M.R., at eleven o'clock.  
 WILLETT (Chas.), May Bank, Wolstanton, Stafford, gentleman. March 27; Jos. Knight, solicitor, Newcastle-under-Lyne, Stafford. April 10; M.R., at eleven o'clock.  
 WILSON (Richard), Springfield-villa, Grosvenor-park, Camberwell, Surrey, gentleman. March 10; J. Croft, solicitor, 21, Bucklersbury, London. March 21; V.C.M., at twelve o'clock.

### CREDITORS UNDER 22 & 23 VICT. C. 35.

#### Last Day of Claim, and to whom Particulars to be sent.

ARROWSMITH (Peter), Hare and Hounds Hotel, Broad-street, Pendleton, Lancaster, gentleman. March 31; Weston and Co., solicitors, 10, Norfolk-street, Manchester.  
 ASHTON (Thos.), formerly of Kingsbury, Warwick, and late of Temple Langherne, St. John, Redwardine, Worcester, Esq. March 24; F. Parker, solicitor, 3, Forgate-street, Worcester.  
 AUGER (Wm.), Burnham, Essex, oyster merchant. April 3; Gopp and Sons, solicitors, Chelmsford.  
 BAKER (Francis), Maldon, Essex, spinster. March 16; James S. Pope, solicitor, Trinity-street, Colchester.  
 BARNES (Edwd.), Byfield, Northampton, farmer. March 1; C. B. Reece, solicitor, Daventry, Northamptonshire.  
 BARRINGTON (Francis L.), Hetton Hall, Durham, Kearney Abbey, near Dover, and Piccadilly, Middlesex, Esq. March 31; Gamlen and Son, solicitors, Gray's-inn, London.  
 BARK (Thos. Snow), M.D., F.R.S., 7, Portland-place, Middlesex. April 30; H. C. Coote, solicitor, 37, Curstons-street, Chancery-lane, London.  
 BLAKE (Emma), Handsworth, widow. April 1; F. M. Barton, solicitor, 33, Union-passages, Birmingham.  
 BLAKE (Robt.), Handsworth, Stafford, jeweller. April 1; F. M. Barton, solicitor, 33, Union-passages, Birmingham.  
 BOYER (Richd.), 14, Old Jewry Chambers, London, and of 6, Highbury-park, Highbury, Middlesex, solicitor. April 14; Jno. Boyer, Cooper's Hall, Basinghall-street, London.  
 BRIGHTON (Henry), Shottesham, Norfolk, machine proprietor. March 9; Edwin Laverack, solicitor, County-buildings, Kingston-upon-Thames.  
 BRUCE (Wm. D.), late of Spanish Town, Jamaica, one of H.M.'s judges in the said island, formerly of Lincoln's-inn, Middlesex, and of 4, Garlick, Blackmann, barrister-at-law. May 16; W. Compton-Smith, solicitor, 64, Lincoln's-inn-fields, London.  
 BUDIBENT (Cornelius), Horsthorpe, Lincoln, farmer and trader. June 1; Jno. W. Budibent, Worlaby, near Brigg, Lincoln.

BURLEW (Jessie), Risthull, Kent, spinster. March 13; Young and Co., solicitors, 2, St. Mildred's-court, Poultry, London.  
 CROFT (Henry), Doncaster, innkeeper. March 19; Col. Jones, Little-walk, and Park, solicitors, Doncaster.  
 COLE (Arthur), Walk, Mid. near Broughton-in-Furness, shoemaker and clogger. March 17; Thos. Butler, solicitor, Broughton-in-Furness.  
 COLLIER (Henry), Twickenham, Middlesex, butcher. March 31; Guillaume and Sons, solicitors, 124, Fleet-street, London.  
 COHEN (Sarah), Farnham, Surrey, widow. March 22; Holst and Mason, solicitors, Farnham.  
 CRANE (Jas.), Beckside, Colton, Lancaster, farmer. March 17; Thos. Butler, solicitor, Broughton-in-Furness and Millom.  
 CROFT (Wm.), Lapford, Devon, land agent. April 11; J. W. Petherick, solicitor, Southamptn, Exeter.  
 DAVIS (Eleanor A.), York Buildings, Southampton, spinster. April 10; Hickman and Son, solicitor, 7, Albion-place, Southampton.  
 DAVIS (Jas.), Thos. York-buildings, Southampton, gentleman. April 10; Hickman and Son, solicitors, 7, Albion-place, Southampton.  
 DICKINSON (Jno.), Abbott's Hill, Hertford, and 1, Upper Grosvenor-street, Middlesex, Esq. May 1; Birchnam and Co., solicitors, 46, Parliament-street, Westminster.  
 DICKSON (Harriet), 24, Portman-square, Middlesex, widow. March 21; Maynall and Pemberton, solicitors, 29, Whitehall-place, London.  
 FARRER (Thos.), Gatefield, Howdill, Sedburgh, West Riding, York, yeoman. March 31; C. G. Thomson and Wilson, solicitors, Finkle-street, Kendal.  
 GARNON (Wm.), Hassop, Derby, farmer and innkeeper. March 31; Cutts, Jones, and Middleton, solicitors, Chesterfield.  
 HAMILTON (Jno.), 156, Lee Bank-road, Birmingham, gentleman. March 29; Whately, Milward, and Co., solicitors, 41, Waterloo-street, Birmingham.  
 HARWOOD (Elizabeth), 7, Beulah-place, Wood Green, Middlesex, widow. March 23; S. G. J. Alford, 16, Vicarage-road, Camberwell, Surrey.  
 HENSTED (Anne), Newbury, Berks. April 17; Mecey and Son, solicitors, Thatcham, Berks.  
 HERRICK (Hannah), 2, North-street, Red Lion-square, Middlesex, widow. April 2; C. E. Brawbridge, solicitor, 7, Great James-street, Bedford-row, Middlesex.  
 HOPKINS (Jno.), Argool Hall, Llangollen, Denbigh, Esq. May 1; Longueville, Jones, and Williams, solicitors, Oswestry.  
 HUGHES (Elizabeth), Henar House, near Llanrwst, Denbigh, widow. March 26; J. Lee, solicitor, 7, Frederick's-place, Old Jewry, London.  
 HURDIS (Mary Anne), Vicar's Cross, near Chester, spinster. March 27; Bridgman and Co., solicitors, Westminster-buildings, Newgate-street, Chester.  
 JACOB (Chas.), 29, St. George's-road, Piccadilly, Middlesex, Esq. March 31; F. Bolt, solicitor, 4, Skinner's-place, Queen Victoria-street, London.  
 JEFFERSON (Jno. H.), Cuninghame, Cumberland, yeoman. March 15; Garrick and Son, solicitors, Wigton.  
 JESSON (Jno.), Travers Farm, Bold, Lancaster, farmer. March 21; Ansell and Son, 21, Helen's.  
 JONES (Geo. Paske), 3, Euston-place, Leamington, Esq. March 29; Paterson and Co., solicitors, 40, Chancery-lane, London.  
 KENDALL (Thos.), 26, Norfolk-place, Bateman's-row, Shore-ditch, Middlesex, stationer's machinist and engineer. May 1; F. W. and H. Hilbery, solicitors, 32, Crutchedfriars, London.  
 KIRK (Thos.), Sutton, East Riding, York, gentleman. March 14; Owt, Atkinson, and Wake, solicitors, Quay-chambers, Hull.  
 LUDDE (Jas.), 277, Caledonian-road, Islington, Middlesex, fishmonger and purveyor. March 23; Digby and Liddle, solicitors, 1, Circus-place, Finsbury-circus, London.  
 MARSHALL (Wm. R.), 102, Amerham-vale, New Cross, Kent. April 18; Hollingsworth and Co., solicitors, 4, East India-square, London.  
 MCNEIL (Jas.), Church-street, Preston, tailor and draper. April 1; W. and A. Ascroft, solicitors, 4, Cannon-street, Preston.  
 MURRAY (Dorothy), Chester-le-Street, Durham, widow. March 23; T. W. Stewart, solicitor, 7, Commercial-buildings, Side, Newcastle-upon-Tyne.  
 NEALE (Wm.), Reigate, Surrey, brewer. March 25; G. Carter Morrison, solicitor, Reigate.  
 PALMER (Edwd.), 91, Hackney-road, Middlesex, japanned furniture manufacturer. June 8; G. W. Naunton, solicitor, 34, Chancery-lane, London.  
 PARKER (Richd.), 10, formerly of 35, Thistle-grove, West Brompton, Middlesex, gentleman. April 9; Wansey and Bowen, solicitors, 2, Moorgate-street, London.  
 PAYNTER (Ann), Borkenna, Cornwall, and 13, Upper Phillimore Gardens, Kensington, Middlesex, widow. March 8; W. H. Bennett, solicitor, 14, Red Lion-square, Middlesex.  
 PIERSON (Jno.), Beech House, The Mount, York, land agent. March 15; H. Watson, solicitor, 1, Queen's-terrace, Middleburgh.  
 PULLEN (Robert), otherwise known as Robert Sellick Pullen, formerly of Stapleton-road, but late of Gloucester-road, Bristol, clothier. March 25; H. H. Beckingham, solicitor, Albion-chambers, Broad-street, Bristol.  
 RADLEY (Elizabeth), Workop, Notts, spinster. March 31; Hodding and Beever, solicitor, Workop.  
 RAWLINSON (Thomas), Moss Farm, Knowsley, Lancaster, farmer. March 31; Ansell and Son, solicitors, St. Helen's.  
 REED (Lawson H. B.), Stratford-place, Middlesex, Esq. April 2; Johnachs, Upton, and Co., solicitors, 20, Austin-friars, London.  
 RIDDALE (Edwd.), formerly of Durdill, York, but late of Barnsley, York, gent. eman. April 17; Fenton and Owen, solicitors, Huddersfield.  
 SALES (Francis Jno.), Wood-street, Woolwich, gent. eman. March 29; E. Hughes, solicitor, 38, Green's-end, Woolwich.  
 SATMARZ (Rev. Paul), Great Easton Rectory, near Dunmow, Essex, and of 34, Pembroke-road, Kensington, Middlesex. March 16; Johnsons, Upton, and Co., solicitors, 20, Austin Friars, London.  
 SEWARD (Eliza), Knightbridge, Kingsclere, Southampton, widow. March 31; F. Talbot, solicitor, 62, Northbrook-street, Newbury.  
 SHILSON (Wm. Dinham), Trevarrick, St. Austell, Cornwall, and Ford Park, Mutley, Plymouth, oilcifer and banker. March 31; G. W. Derry, solicitor, 17, Courtenay-street, Plymouth.  
 SKOWN (Wm.), Manby, Lincoln, tea hawker. April 14; Falkner and Owen, solicitors, Louth.  
 SNOWIE (Alexander), 4, O'ency-crescent, Kentish Town, Middlesex, clerk at the Bank of England. March 13; C. C. Ellis and Co., solicitors, 19, St. Swithin's-lane, London.  
 SWEETING (John), Burnham, Essex, oyster merchant. March 1; Gopp and Son, solicitors, Chelmsford.  
 TYLER (Jas.), formerly of Buck-street, Camden Town, Middlesex, and late of Prince's-Bishopric, Buckenham, merchant. March 12; S. B. Booth, solicitor, 3, Gray's-inn-square, London.  
 VICKENSTAFF (Jno.), Ditton, Lancaster, farmer. March 1; Banks and Kendall, solicitors, 13, High street, Prescott.  
 WALTER (Geo.), 40, Ashbury-road, Sheffield, fender grinder. March 31; F. W. Wilson, solicitor, 2, Surrey-street, Sheffield.  
 WARD (Jno.), East Mersea, Essex, farmer. March 25; Jno. Woodward, farmer, East Mersea.

WARING (Sarah), Workop, Nottingham, spinster. March 31; Hodding and Beever, solicitors, Workop.  
 WILSON (Betty), Broughton-in-Furness, spinster. March 17; Thos. Butler, solicitor, Broughton-in-Furness.  
 WOODS (Mary), Southport, Lancaster, widow. March 21; Mayhew and Adeock, solicitors, 24, Standish-street, Wigan.  
 WORTHINGTON (John), 2, Camden-place, Preston, gentleman. March 1; H. Threlfall, solicitor, 25, Lord-street, Southport.  
 WRIGHT (Wm.), Littlebury, Essex, bricklayer. April 1; Jos. John Robson, grocer, Saffron Walden, and Allen J. Wright, bricklayer, Littlebury.  
 YOUNG (Eliza), Poplar Villa, Surbiton Hill, Surrey, widow. March 31; Dod and Longstaffe, solicitors, 16, Berners-street, Middlesex.

### LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Societies, as to the several Examinations, as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

At the Final Examinations held in the Hall of the Incorporated Law Society during 1876, two gentlemen, since admitted on the roll, especially distinguished themselves, as appears from the information published in our last issue (page 281). We refer to Mr. T. Bateman Napier, of Preston, who carried off one of the society's prizes last year, and who was also awarded the Atkinson gold medal and the Scott Scholarship, the latter open to all candidates; and to Mr. John Denby, jun., of Manchester, who took one of the society's prizes last year, and who also carried off the Broderip gold medal, open to all candidates, and was reported as having passed the best examination of any candidate from Manchester or Salford during 1876. Here, then, we have two solicitors who each carried off three separate honours at their Final Examination. The rewards take the form of reports, medals, and books. What solicitor can fail to regret that the Incorporated Law Society has no more substantial reward to offer to such students of the law? We venture to say that had these two gentlemen been students for the Bar their rewards would have been a small income for a fixed number of years in addition to the usual certificates. The Inns of Court cannot successfully defend their claim to the exclusive application of their accumulated wealth to promoting the study of the law by students for the Bar only. There would be little difficulty, we apprehend, in ascertaining approximately what sums have been paid into their exchequer by the solicitors' profession in times gone by, especially about the time of the reign of Queen Anne. But, apart from this consideration, it is impossible not to feel that the time has come when the solicitors' profession should make an united effort to found valuable scholarships and exhibitions for the purpose of encouraging the study of the law by men destined to enter their ranks. The whole subject deserves the serious attention of the Council of the Incorporated Law Society. They are really the masters of the situation now that they are the examiners, and the attendance of one of the common law masters at each Final Examination is simply a useless form, which ought to be dispensed with. Indeed, the examiners can hardly feel otherwise than that the presence of the common law taxing masters at the examinations in the society's hall is an intrusion. For what earthly reason is a taxing master placed over all the other examiners, and over the president of the society himself, when bills of costs are waiting to be taxed, and there is a large arrears of business at chambers.

The following lectures and classes are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Conveyancing Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; the Wednesday class in Conveyancing has been discontinued, and gentlemen who have hitherto attended on that day should transfer themselves to the Monday or Tuesday class; Thursday, 1st March, lecture on Equity, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

WHERE articles expire between the 9th April and 22nd May, candidates may be examined on the 24th and 25th April next; and if between the 21st May and 2nd Nov., may be examined on the 19th and 20th June next; or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

In case of the death of a principal during articles, fresh articles should always be entered into without loss of time. The time which elapses between



the day of the death of the principal and the day of the date of fresh articles being entered into, does not count, so that the further articles must be for a time sufficient to make up for this loss of service, as well as for the unexpired term of the original articles of clerkship.

THE remaining days appointed in 1877 for the Preliminary Examinations are Wednesday 16th and Thursday 17th May; Wednesday 11th and Thursday 12th July; Wednesday 24th and Thursday 25th October.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

NOTICES for the final examination, and notices for admission on the roll of solicitors can be renewed within one week from the end of the month, for which such original notices have respectively been given. For further information see the Regulations of November 1875 (third Schedule). We understand that the examiners consider that this only applies where articles of clerkship have expired. In this view we cannot, however, concur. The regulations in question do not seem to admit of any such restriction.

#### PRELIMINARY EXAMINATIONS

##### BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO SOLICITORS.

PURSUANT to the judges' orders, the preliminary examination in general knowledge will take place on Wednesday the 11th, and Thursday the 12th July 1877, and will comprise—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. Writing a short English composition.
4. Arithmetic.—The first four rules, simple and compound; the rule of three; and decimal and vulgar fractions.
5. History of England, and geography of Europe and of the British Isles.
6. Latin.—Elementary.
7. 1. Latin. 2. Greek, Ancient. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 7 at the Examination on the 11th and 12th July, 1877:—

- In Latin—Cicero, De Senectute; or, Virgil, Æneid, Book II.
- In Greek—Homer, Iliad, Book VIII.
- In French—Chateaubriand, Voyage en Amérique, from page 267 to page 342; or, Racine, Athalie.
- In German—Goethe, Goetz von Berlichingen; or, Schiller, Maria Stuart.
- In Spanish—Cervantes, Don Quixote, cap. xxxi. to lii. both inclusive; or Moratin, La Moji-gata.
- In Italian—Manzoni's I Promessi Sposi, cap. i. to viii. both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 7, each candidate will be examined in two languages, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the judges' orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the languages in which they propose to be examined, the place at which they wish to be examined, and their age and places of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

#### FORM OF NOTICE.

##### Preliminary Examination.

Notice is hereby given, that            aged            who was educated at            intends on the 11th and 12th days of July next, to present himself for examination at            previous to entering into articles of clerkship, and that he proposes to be examined in the            and            languages.

Dated the            day of            1877.

[Signature of Candidate.]

Present address:

Christian and surname, and the address at which letters will reach the applicants must be inserted in the notice.

#### BARROW-IN-FURNES LAW STUDENTS' SOCIETY.

A MEETING of this society was held in the Secretary's Office, 2, Lawson-street, on Wednesday evening, the 14th inst., Mr. J. H. Thompson in the chair. The subject for discussion was:—"A. leases to B. for years. The lease contains a covenant that B. shall not assign, without the licence of A; B. afterwards, without the licence of A, bequeaths the term by will and dies. That such a bequest is a forfeiture of lease." Mr. R. D. Duncan, supported by Messrs. Hommingway, H. Walker and Webber, argued for the affirmative, and Mr. J. C. Walker for the negative. No cases were cited on either side. It was argued for the affirmative that a devise by will was the voluntary act of the party, that leases usually contain clauses of exception where assignment by will is permitted, and its omission is by inference evidence of parties' intentions; that since 1845 deed necessary for a lease, that point not before courts since 1845, and that in *Doc v. Bevan*, *Doc v. Evans*, and other cases referred to in the law books the point was merely incidentally mentioned, and these cases occurred before deeds were necessary, and that covenants are construed strictly against covenantor. For the negative it was contended that a breach of covenant does not work a forfeiture of the lease, and no condition for re-entry appeared in the subject for discussion, that devise by will was an assignment by operation of law, and that courts of law lean always strongly against forfeitures. Mr. Duncan having replied, the affirmative was carried by a small majority.

#### BOLTON ARTICLED CLERKS' SOCIETY.

THIS society held its fifth ordinary meeting on Wednesday, the 14th Feb. inst., at the Bolton Law Society's Rooms, Wood-street, when a large number of members attended. Mr. G. J. French was in the chair, and announced to the meeting that the society had been accepted into union with the United Law Students' Society, London, a piece of information which was received by the members with great satisfaction. A very entertaining essay on the "Feudal System" was then read by Mr. Pennington, after which Mr. Winstanley opened the question of the evening, "Is it desirable to Abolish Capital Punishment?" in the affirmative, and was supported by Mr. Cullen. Mr. Chambers and Mr. P. Watkins ably opposed them, and an animated discussion on the point ensued, Mr. Cooper speaking on the affirmative, and Messrs. Pennington, Gee, and others on the negative side of the debate. After the chairman had summed up, the question was put to the meeting, and was decided in the negative by a majority of six.

#### BRISTOL LAW STUDENTS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library, Small-street, Bristol, on Tuesday evening, Feb. 20. The chair was taken by E. A. Harley, Esq., solicitor, and the following subject was discussed:—"A. and B. are the owners of two adjoining houses. A. takes his down, and for the purposes of rebuilding makes such excavations as reasonably cause B. to fear for his house, which he 'ties up.' Is A. liable for the expenses of such 'tying up'?" The affirmative was opened by Mr. Jacques, seconded by Mr. Strachan, and the negative by Mr. Blake, seconded by Mr. Foster. Messrs. Moreby, Pease, and Carpenter also joined in the debate. On the question being put to the meeting the affirmative was carried by a majority of two. A vote of thanks to the chairman was passed. Mr. T. C. Caparn retired from the committee, and was thanked for his services to the society.

#### HUDDERSFIELD LAW STUDENTS SOCIETY.

A GENERAL meeting of this society was held at the County Court House, Queen-street, on Monday evening last, Mr. James Yeoman in the chair. After the transaction of some preliminary business, the chairman explained the provisions of the Appellate Jurisdiction Act of last session, showing the constitution of the Court of Final Appeal, the power to create life peers as lords of appeal in ordinary, the power to enable the court to sit during the prorogation or dissolution of Parliament, the provisions for the gradual merger of the Judicial Committee of the Privy Council, the power to enable actions and proceedings to be disposed of by a single judge of the High Court, and the limitation of the wide powers of appeal conferred by the Act of 1873. Mr. Hastings summarised the provisions of the Rivers Pollution Prevention Act 1876, explaining the different natures of the pollutions provided against, the powers entrusted in the hands of sanitary authorities exercisable under the control of the Local Government Board to carry into effect the

reforms contemplated by the statute, and the jurisdiction conferred upon County Courts to restrain persons from the commission of offences against the Act. Mr. Piercy sketched out the main provisions of the Elementary Education Act 1876, touching upon the declaration contained in the Act as to the duty of every parent to see to the education of his child, the provisions regulating the employment of children in factories, the payment of school fees for poor parents, the provisions relating to industrial schools, and to wastrel children, the powers given to poor law guardians and town councils, where no school boards exist, to enforce some of the provisions of the Education Acts, and the powers for the dissolution of boards under certain circumstances. An interesting discussion took place on each statute.

#### LAW STUDENTS' DEBATING SOCIETY.

AT a meeting of this society, held at the Law Institution on Tuesday last, Mr. S. Garrett, B.A. in the chair, the subject for discussion was as follows:—"A testator directs the trustees under his will to lay out a sum of money in the purchase of an annuity for A., with a limitation over in favour of his residuary estate on certain events happening: have the residuary legatees any right to enforce the limitation over in their favour on certain events happening?" Mr. Robinson opened the debate in the affirmative, the negative being sustained by Mr. Harris and Mr. G. H. Bowen. After a lengthy discussion the chairman summed up, and the votes being equal the point was decided by his casting in the negative. Eighteen members were present. The subject for discussion on Tuesday next is as follows:—"Should the Gothenburg system for regulating the liquor traffic be introduced into England?"

#### LEICESTER LAW STUDENTS' SOCIETY.

THE tenth meeting of this society for the session 1876-77 took place in the Law Library, Friar-lane, Leicester, on the 14th instant, G. H. Blunt, Esq., in the chair. The question for discussion was, "That the codification of our Corpus Juris is desirable and practicable." Mr. Chamberlain opened the debate in the affirmative, and was followed by Mr. Green and Mr. Hinks in the negative, and Mr. Browning, Mr. Harvey, and Mr. Dickinson in the affirmative. The chairman summed up, and the question being put to the vote the result was a tie, whereupon the chairman gave his casting vote in the negative.

#### LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE fourth meeting of this association was held on Monday, the 19th inst., at the Law Library, Cook-street, F. M. Hull, Esq., B.A., in the chair. After the transaction of the formal business the chairman called upon Mr. Crossfield to open the debate in the affirmative on the following question:—"Is the separate estate of a married woman liable on a quasi contract, e. g., for the repayment of money paid to her by mistake, or on a consideration which has wholly failed?" Mr. G. L. Collins followed in the negative, after which a discussion ensued, in which Messrs. Algar, C. H. Collins, Thompson, Melhuish, Lightbound, Rogers, and Broadbridge took part. Mr. Crossfield having replied the question was put to the meeting, and decided in the affirmative by a majority of six. There were twenty-two members present.

#### MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE seventh ordinary meeting of this session was held at Cross-street Chambers on the 13th Feb. last. James Cottingham, Esq., B.A., Barrister-at-Law, occupied the chair. The following members were present: Messrs. Harwood, Jas. Simpson, Flower, Higham, W. Slater, Miller, Ellis, Atkins, Wilde, E. Hewit, Hampson, Etheredge, Nadin, and the secretary. The following was the subject for discussion:—"If in ignorance that the debtor secretly carries on a trade, the sheriff pays over the proceeds of sale under an execution to the execution creditor, and afterwards, but within fourteen days of the sale is served with a notice of a petition, upon which an adjudication is made, is the sheriff liable to the trustee for the amount so paid over?" (Bankruptcy Act 1869, sect. 87; *Ex parte Spooner, re Smith*, L. Rep. 10 Ch. 168. Compare *Norton v. Walker*, 18 L. J. 234, Ex.; *Lloyd v. Harrison*, 35 L. J. 153, Q.B.) On the suggestion of the learned chairman the question was amplified by adding thereto the fact of a regular seizure and sale having previously taken place, and that the execution was levied for a sum exceeding £50. In the absence of Messrs. Berry and Eaton the chief speakers appointed in the affirmative, the secretary opened the proceedings, and insisted upon the sheriff's liability, upon the ground that there is no clause in sect. 87 of the Bankruptcy Act of 1869, giving the sheriff immunity for all





acts done by him thereunder, whereas there was such a saving clause in sect. 73 of the Act of 1861. Mr. Harwood pleaded the cause of the negative, remarking on the hardship which such a liability as that in question would produce, and quoting the case of *Ex parte Villars, re Rogers* (L. Rep. Ch. App.), in which, under somewhat similar circumstances, the sheriff was held not liable. Mr. Higham followed in the affirmative, and dealt with Mr. Justice Erle's judgment in the case of *Lloyd v. Harrison*. Mr. Hewit, on behalf of the negative, submitted that it would be unreasonable to suppose that the sheriff would be cognizant of the circumstances of every person within his bailiwick. Mr. Etheridge and Mr. Hampson then addressed the meeting, the former in the affirmative and the latter in the negative. Mr. Simpson contended that the decision in *Balme v. Hutton* (9 Bing. 471), was an authority in favour of the affirmative; and Mr. Ellis remarked upon the relation back of the act of bankruptcy. Messrs. Flower and Nadin also spoke, and the secretary replied, whereupon the chairman summed up, showing the precise application of *Ex parte Villars* and its bearing upon the point at issue. He considered the argument that at the time of payment the proceeds were the property of the trustee irresistible, and that the sheriff in not holding such proceeds for fourteen days, but parting with them before he was bound to do so, had rendered himself liable as he (the chairman) was not aware of any law compelling the sheriff to pay over the proceeds to the execution creditor within the period of fourteen days. On being put to the meeting the affirmative view was adopted *nem. con.*

Mr. Millar proposed and Mr. Ellis seconded a vote of thanks to the chairman, which was carried by acclamation and appropriately acknowledged.

#### NOTTINGHAM LAW STUDENTS' SOCIETY.

The annual dinner of this society was held on Friday evening, the 9th Feb., 1877, at the Flying Horse Hotel, Nottingham. The chair was taken by W. A. Richards, Esq., solicitor (in the absence of the president, S. G. Johnson, Esq.), and the vice-chair by Arthur Williams, Esq., solicitor. There were also present about thirty members of the society and several visitors.

The chairman proposed the toasts of "The Queen and Royal Family," and "The Army, Navy, and Reserve Forces," the latter being responded to by Sergeant Black (a solicitor), of the Robin Hood Rifles.

The secretary then read the report of the committee for the session ending December 1876, which pressure on our space necessitates our holding over.

A statement of the treasurer's accounts was also presented, which showed that the financial position of the society was satisfactory.

The chairman proposed "The Nottingham Law Students' Society," congratulating it on its present prosperity, and wishing it every success. The toast was drunk with enthusiasm, and the vice-president of the society, Mr. C. L. Rothera, B.A., replied, hoping that all articulated clerks in the town would become members, and that the solicitors would give their support.

The remaining toasts were "The Mayor and Corporation of Nottingham," proposed by Mr. Williams, and responded to by Mr. Councillor Fraser; "The Legal Profession," proposed by Mr. J. Hodgson, and responded to by Mr. C. Butlin; "The Visitors," proposed by Mr. P. Woodward, and responded to by Messrs. J. M. Perry and A. F. Kirby; and "The Ladies," proposed by Mr. W. H. Stevenson, and responded to by Mr. D. Whittingham.

Several songs and a recitation were given, and the proceedings, which had throughout been of an enjoyable character, terminated.

#### THE DUBLIN LAW CLERKS' ASSOCIATION.

The annual meeting was held last Monday evening, at the offices, 207, Great Brunswick-street. The attendance, which was comparatively small, included Messrs. Segrave, Crowley, Dodd, M'Namara, Flynn, Adams, Devereux, and Sheridan. The chair was taken by Mr. M'Namara, who had been for the sixth time re-elected president. The treasurer announced the receipt of annual subscriptions of £1 1s. each from John Mathews, Esq., P. J. Kelly, Esq., and T. Coolough, Esq. A vote of thanks, proposed by Mr. Crowley, and seconded by Mr. Sheridan, was unanimously accorded to these gentlemen. The President moved the adoption of the report (which, owing to pressure on our space, we are unable to print in *extenso*, but a resume of which has already appeared), and concluded by exhorting the incoming committee to work sedulously for the interests of the association during their year of office, so that at the end of their term some real work could be shown to have been accomplished and some real progress made. Mr. Devereux seconded the adop-

tion of the report. The association was out of debt and had a large balance in hand, and there had been a slight increase in the number of paid-up members. He did not concur in everything in the report, but there were tangible signs of improvement. Mr. Segrave supported the motion, and urged the new committee to institute lessons in conveyancing and in the principles of equity. Unless the law clerks of the future mastered the elements of these subjects they would be pushed aside in the competition for the superior clerkships by the junior solicitors who were now becoming law clerks in such steadily increasing numbers. The report was then declared carried.—*Irish Law Times.*

#### UNITED LAW STUDENTS' SOCIETY.

At the weekly meeting held at Clement's Inn Hall, Strand, on Wednesday, the 21st inst. The subject for discussion was, "That trading on Sunday should be allowed." The Hon. Sec., Mr. Rubinstein, opened the debate in a speech of some length, pointing out the inconsistency of the various statutes at present in existence upon the subject, and calling attention to the want of occupation and amusement for the masses of the people upon their only holiday in the week. An interesting debate, in which many of the members joined, ensued, the motion being ultimately lost by eight votes. The subject for next Wednesday's meeting is, "That the law and custom of primogeniture is contrary to public policy." The members down to support the motion are Messrs. P. Thornton and T. D. Stevens; to oppose Messrs. W. C. Owen and E. Hickson.

#### WOLVERHAMPTON LAW STUDENTS' SOCIETY.

The general annual meeting of this society was held in the Law Library, Darlington-street, on Friday, the 9th inst. Among those present were Mr. F. T. Langley (in the chair), Messrs. Andrews, Barber, Bayley, Chesdale, W. J. Dent, Cresswell, Howl, Lawrence, Manby, Page, and A. B. Smith. The reports of the committee and treasurer were read and adopted. From the former it appeared that the society now numbers seventy-three members, and that there have been held sixteen ordinary meetings of a very successful character during the year. The treasurer's report showed a considerable balance in hand. The following gentlemen were then elected as the committee for the present year: Messrs. Barber, Cresswell, Dent, Lawrence, Page, A. B. Smith, and A. Whitehouse; Mr. Cresswell was re-elected honorary secretary, and Mr. Dent honorary treasurer. A vote of thanks to the chairman terminated the proceedings. The first annual dinner of the society took place at the Star and Garter Hotel, Victoria-street, on Tuesday, the 13th inst. There was a large assemblage of honorary and ordinary members of the society. Mr. Henry Underhill (town clerk) presided, and Mr. John Neve occupied the vice chair. After the usual loyal and patriotic toasts, Mr. Lawrence proposed "The Legal Profession," which was responded to by Mr. Plumptre and Mr. Thorne. The chairman, in proposing next the toast of the evening, "The Wolverhampton Law Students' Society," said it gave him great pleasure to preside over a meeting of the young students of the law such as the present, and he proceeded to remark upon the usefulness of the society, and the advantages it afforded to its members. The toast, which was drunk with enthusiasm, was responded to by Mr. A. B. Smith and Mr. Barber. The Vice-Chairman, in an appropriate speech, next proposed "The Officers of the Society," which was responded to by Mr. Cresswell. The healths of the chairman and vice-chairman, proposed by Mr. Brevitt and Mr. Page, were then heartily drunk, and the proceedings brought to a close.

#### Queries.

EXAMINATIONS.—I was articled on the 9th Dec. 1876, for five years. When is the earliest time I can go up for the intermediate and final examinations? E. T.

[(1) June, 1878. (2) Nov., 1880.—Ed.]

—[In the answer to "J. C. E.," in our last issue, page 283, bottom of first column, read "June, 1878," instead of "June, 1877." By a printer's error the figure "7" was substituted for "8."—Ed.]

—Articled 7th May, 1876; can I enter for the intermediate, November, this year? B.

[If articled for five years, yes.—Ed.]

—I was articled for five years on the 15th Aug., 1873. What is the earliest time I can present myself for the final examination. E. L. H. E.

[June 1878.—Ed.]

—In your issue of the 6th Jan. last, in answer to the query of "M. N.," you say: "Admission (on the roll) can now be obtained at any time after expiration of articles, and passing the final examination, provided the applicant is 21, and the necessary notices have been given." You would greatly oblige me, and I think many other articleed clerks, if you would give the information in your next issue respecting these necessary notices, and a form of each. O. P.

[These notices will be found in "Butlin's Examination Guide," page 128, and in the Articleed Clerks' Handbook," page 64. Both books are published by Stevens and Sons.—Ed.]

ADMISSION ON ROLL.—I passed my final examination last month, but do not intend at present to practise as a solicitor, intending to offer myself for the ministry. As ill health or other unforeseen contingencies might force me to relinquish the latter profession, I wish to know whether, after a lapse of any half-a-dozen years, I should be able to practise as a solicitor on being admitted, or whether any other preliminaries would be necessary for this end. I should be obliged if some of your correspondents would inform me as to this, and also whether any, and what, steps are advisable now. U.

[Your certificate is only available for admission on the roll within six months from its date. In any case you should be admitted. See further information in our "Law Students' Journal" columns.—Ed.]

FINAL EXAMINATIONS.—(1) What are the extra subjects for the final examination; are they not 1. Bankruptcy, 2. Criminal Law, 3. Divorce and Probate Law? (2) If I answer questions under any of these heads do they count towards a pass; and, therefore, is it not advisable to answer every question I can, on the whole paper, whether I am trying for honours or not? H. H. H.

[(1) Yes. (2) Yes.—Ed.]

#### MAGISTRATES' LAW.

##### NOTES OF NEW DECISIONS.

SEWERS—POWER OF LOCAL AUTHORITY.—WHAT IS A "STREET?"—The term "street" both in its general meaning, and by the Oldham Borough Improvement Act 1865 (Acts Local and Personal, 28 & 29 Vict. c. 311), includes a private road, for passage over which a toll is charged, and over which the public have no right of way. The plaintiff was the owner of a private road at Oldham, and set up a toll bar at one end, and charged tolls for passengers. The defendants, without any further notice than the erection of a board with a printed notice thereon, proceeded to dig and construct sewers in the said road. The plaintiff moved for an injunction to restrain them from proceeding with the work. Motion refused. Held, that the corporation was empowered to construct such sewers, both under sect. 4 of the Utilisation of Sewage Act (28 & 29 Vict. c. 75), s. 16, and the Public Health Act 1875 (28 & 29 Vict. c. 55), and by their Private Act. The special rights and powers given by a Private Act of Parliament are not taken away by the general provisions of a Public Act: (*Taylor v. The Corporation of Oldham*, 35 L. T. Rep. N. S. 686. M.R.)

#### REAL PROPERTY AND CONVEYANCING.

##### NOTES OF NEW DECISIONS.

ADMINISTRATION SUIT—PARTIAL DISTRIBUTION OF ESTATE—EXECUTORS' MISTAKE—COSTS.—A testator by his will gave his residuary estate to his executors upon trust to divide the same equally among his grandchildren on their respectively attaining twenty-one. There were six grandchildren, but the executors mistakenly supposing one grandchild not to be entitled under the will, divided the residue into five shares, paid to four of the grandchildren their shares, and retained one share for the fifth grandchild, the plaintiff, who, on attaining twenty-one, filed a bill for the administration of the testator's estate. A decree was made declaring that the sixth grandchild was entitled to a share of the residue, and on taking the accounts it was found that the executors had applied part of the residue in the repair of houses specifically devised, and that a larger sum was due from them than they had admitted, and that the four grandchildren who had received their shares had been overpaid. Held, that the costs of the administration suit ought to be paid out of the whole estate, as if no distribution had taken place, so as to charge the executors with the share of costs attributable to the distributed shares: (*Hilliard v. Fulford*, 35 L. T. Rep. N. S. 750. Chanc. Div.)

#### COMPANY LAW.

##### NOTES OF NEW DECISIONS.

WINDING-UP—PRACTICE—TIME FOR APPEALING—Order LVIII., rule 9, provides that "the time for appealing from any order or decision made or given in the matter of the winding-up of a company, under the Provision of the Companies Act 1862, or any Act amending the same, or any order or decision made in the matter of any bankruptcy, or in any other matter not being an action, shall be the same as the time limited for appeal from an interlocutory order under rule 15." Rule 15 fixes the limit of twenty-one days for bringing an appeal from an interlocutory order. Held, that under rule 9 an appeal from an order to wind-up a company ought to be brought within twenty-one days: (*The National Funds Association Co.*, 35 L. T. Rep. N. S. 689. Ct. of App.)

## MERCANTILE LAW.

## NOTES OF NEW DECISIONS.

**BANKER'S DEPOSIT NOTES—CHANGE IN FIRM, AND DEATH OF FORMER PARTNER—PAYMENT OF INTEREST BY NEW FIRM—RELEASE OF FORMER PARTNER.**—A firm of bankers was in the habit of receiving money on deposit, paying interest thereon, and giving deposit notes. Whenever a change was made, either by additional payments or by drawings out, in the amount of the deposit, the old deposit note was given up, and a new one given for the new balance. In 1872 two new partners were taken into the firm. One of the original partners died in the same year, the other original partner died in 1874. The business was carried on by the new partners alone until 1875, when the bank stopped payment. The firm continued to receive money on deposit, giving notes as before, such notes bearing the same signature as those issued by the original partnership. The new firm also paid, or credited, interest to the depositors until the bank failed. After the failure the depositors carried in proofs against the estates of the bankrupt partners, and then sought to prove for the balance against the estate of an original partner. Held, that the depositors had by their acts accepted the liability of the new partners in lieu of that of the old partners, and that the latter were consequently released: (*Billborough v. Holmes*, 35 L. T. Rep. N. S. 759. Chanc. Div.)

## LEGAL NEWS.

THE judge of the Ilkeston County Court has censured two bailiffs for having handcuffed prisoners for debt on their way to prison, and threatened to discharge them on a repetition of the offence.

**ILLNESS OF CHIEF BARON PALLES.**—The Chief Baron of the Irish Court of Exchequer is stated to be suffering from an attack of scarlet fever, induced, it is said, by the unhealthy condition of the Exchequer Court.

THE very latest and most ridiculous case of the "insanity plea" has occurred in San Francisco, where one of a gang of professional bondsmen, indicted and tried for furnishing "straw bail," pleaded insanity as a reason for signing a 1000 dol. bond, and swearing that he was worth 6000 dol.

**THE FOLKESTONE RITUAL APPEAL.**—No day has been appointed up to the present time by the judicial committee of the Privy Council to give judgment in the Folkestone ritual case, and as two of the ten judges have proceeded on circuit, it is probable that the judgment will not be given until after the Easter recess.

**A BANKRUPTCY TRUSTEE SENT TO GAOL.**—An auctioneer, of Dartmouth, called Widdicombe, was trustee of the estate of a farmer named Bond. He had neglected to file the accounts, his excuse being that the committee of inspection would not sign them. This, it appears, was because, as they said, he had not done his duty in getting in the bankruptcy estate; and the judge, Mr. Fortescue, on Wednesday sent him to gaol until he should purge himself of his contempt.

THE Dublin correspondent of the *Times* says, on Wednesday: "The observations of the Lord Justice of Appeal upon the Vice-Chancellor yesterday, and upon other occasions, have excited a strong feeling of dissatisfaction among the members of the Bar, and a requisition has been signed by a large number of Queen's Counsel and other barristers, requesting the father of the Bar to convene a meeting to be held on Saturday next for the purpose of considering the language and observations of the Lord Justice Christian in several recent cases, and especially in *King v. Anderson*, and to consider whether such language and observations are calculated to affect the administration of justice and the profession of the Bar."

THE Right Hon. Edward Gibson, A.M., Q.C., M.P., her Majesty's Attorney-General for Ireland, was, on the 15th inst., sworn a member of the Privy Council in Ireland, and assumed his seat at the board accordingly. Mr. Gibson is the second son of Mr. William Gibson, formerly Taxing-Master of the Court of Chancery. He was born in 1837, and was educated at Trinity College, Dublin, where he graduated B.A. in 1858, and M.A. in 1861. He was called to the Bar in Hilary Term 1860, and joined the Leinster Circuit. In July 1872, he was called to the inner Bar. He was elected M.P. for the University of Dublin, in the Conservative interest, in January 1875. On the elevation of the Right Hon. George A. C. May to the Chief Justiceship of Ireland, Mr. Gibson was appointed Attorney-General, and his seat for the University of Dublin having thereupon become vacant, he was, on Feb. 13th, inst., re-elected M.P. for that constituency, without opposition.—*Irish Law Times*.

## BANKRUPTCY LAW.

## LEEDS COUNTY COURT.

Wednesday, Feb. 7.

(Before W. T. S. DANIEL, Esq. Judge.)

*Ex parte BARNFATHER; Re YEWDALE.*

## Liquidation.

HIS HONOUR.—This is an application by the trustee to expunge a proof for £3000, made by W. Braithwaite, which the trustee had previously admitted. The application is made under rule 73, in pursuance of leave given by the court under the special circumstances of this case. The facts are as follows:—The debtor, John Yewdale, carried on the business of a woollen manufacturer, at Rawson and Leeds, and for some time prior and up to Oct. 1870, kept his banking account with Messrs. Beckett and Co., of Leeds, who had allowed him a limited overdraft. This overdraft he had availed himself of, and in Oct. 1870, he wanted, for the purposes of his business, a further advance of £3000, which Messrs. Beckett refused to allow him to draw for. He then applied to his father-in-law, Samuel Atkinson, to become security to the bankers for £3000, to be advanced to the debtor, he agreeing to give Atkinson counter security. Thereupon Atkinson had an interview with Mr. W. D. Beckett, one of the partners in the banking firm, and agreed to give them his promissory note for £3000, payable to their order three months after date, and to deposit with them certificates for £5000 South-Eastern Railway Stock, as security upon the bank crediting the debtor's drawing account with £3000. This arrangement was assented to and duly completed. The promissory note was given, and the railway certificates were delivered to the bankers, and the debtor's account was credited with the £3000, and he drew upon it accordingly to the full amount of the £3000. At the same time it was arranged by Atkinson and the bankers that if the debtor should not have reduced his account by £3000 by the time the note arrived at maturity Atkinson should take it up, and if the amount was so reduced, the note and railway certificates should be given up. This arrangement was completed on the 27th Oct. 1870, and by a deed dated the same day, and made between the debtor of the one part, and Atkinson of the other, and duly executed by the debtor, after reciting that Atkinson had, at the request of the debtor, now advanced to him the sum of £3000 for security, for which sum the debtor had that day given Atkinson his promissory note, payable three months after demand, with interest at 5 per cent. per annum, and had agreed to execute such further security, as thereafter contained. The deed then contained a covenant by the debtor with Atkinson that he would pay the £3000 to Atkinson on the 27th of Jan. next, with interest thereon in the meantime, without deduction; and also if the £3000 should remain unpaid after the 27th Jan. next, to pay interest at 5 per cent., by half-yearly payments, on the 27th Jan. and 27th Oct. in every year, so long as the £3000 remained unpaid. And by the same deed, by way of further security, the debtor assigned to Atkinson a policy on his (the debtor's) life, granted by the Provident Life Insurance Company, dated 16th Dec. 1868, No. 26,051, for £8000, at an annual premium of £364 6s. 8d., and all bonuses thereon, with the usual provision for enabling Atkinson to receive the moneys due on the policy if they became due, or to sell the policy, and out of the moneys so to be received, to repay himself the £3000, and interest and costs, and pay any surplus to the debtor, and the debtor covenanted in the meantime to pay the premiums and keep up the policy. The debtor did not reduce his banking account by the 27th Jan. 1871, and Atkinson did not pay his note to the bank, and the bankers allowed matters to remain as they were until the 13th April 1872, the debtor having in the meantime kept down the interest on the £3000. On that day the bankers required Atkinson to pay them the £3000. It was not convenient to Atkinson to do so, and the debtor was unable to pay the money. It appears that Atkinson then consulted his solicitor, the late Mr. Dibb, who promised to advance him the £3000 out of moneys which he and his partner, Mr. Braithwaite, held on a joint account, to enable him to pay his promissory note to the bankers on receiving from them the £5000 railway stock, and the joint and several promissory notes of the debtor and Atkinson for £3000, payable on demand, leaving the mortgage of the policy in the possession of Atkinson as a counter security to him. This arrangement was carried out. The £3000 was advanced by Dibb and Braithwaite, and applied in paying Atkinson's note to the bankers, who thereupon delivered up the railway certificates to Dibb and Atkinson, and the debtor and Atkinson signed and delivered their joint and several promissory notes, dated 30th April 1870, for £3000, payable on demand to them, or the survivor, or their or his order, with interest at

5 per cent. per annum in the meantime, payable half-yearly. The mortgage deed and policy remained in the possession of Atkinson; interest on the £3000 was duly paid by the debtor from April 1872, up to the half-yearly day of payment preceding the filing his petition. This petition was filed on the 29th Jan. 1876. Dibb having died in the meantime, Braithwaite, as the survivor, on the 30th May 1876, tendered his proof for £3000, the only consideration stated being the joint and several note for £3000, signed by the debtor and Atkinson, a copy of which note was inserted in the proof. This proof was admitted by the trustee. Atkinson did not tender any proof, and the trustee was prepared to pay Braithwaite the dividend on the £3000, but required Atkinson to give up to the trustee the policy for £8000. This Atkinson refused to do, insisting that he had a right to retain it for the purpose of recouping himself whatever sum he might be called upon to pay Braithwaite, to make good the £3000 and interest, after having had credit for the dividend he should receive on his proof; but he should not tender any proof upon the estate, nor has he done so. Under these circumstances, the trustee on the 1st Nov. 1876, gave notice of motion for an order restraining Atkinson from selling or otherwise dealing with or surrendering the life policy of £8000, and for an order directing him to give up the policy, and also the debtor's note for £3000, dated 27th Oct. 1870, to the trustee, and to release the mortgage of the same date. This motion was heard before me on the 22nd Nov., and I directed the motion to stand over till the 6th Dec. next, with liberty for the trustee to take such proceedings as he might be advised for expunging Braithwaite's proof. On the 6th Dec. the further hearing was by consent adjourned to the 20th Dec. On the 15th Dec. the trustee, instead of moving to expunge the proof under the liberty given by the order of the 22nd Nov., gave Braithwaite notice that he rejected the proof. On the 20th Dec. the original motion came on again, and it was ordered that the trustee do withdraw his notice, dated the 15th Dec. 1876, of his rejection of Braithwaite's proof, and be at liberty to apply to the court to consider the propriety of expunging this proof. And, further, that the trustee do pay to the Provident Institution the premium then due on the policy, and also pay Atkinson costs of the application up to and including the costs of that day; and further, the trustee undertaking to abide by any order the court may think fit to make as to costs or damages in case the court should be of opinion that Atkinson shall have incurred or sustained any costs or damages by nature of that order, that Atkinson be restrained from selling or otherwise dealing with or surrendering the policy until the 11th Jan. next, and that the further hearing of the original motion stand over until the 10th Jan. next. On the 5th Jan. the trustee served a notice on Atkinson for the 10th Jan. to consider the propriety of expunging the proof of the 30th May 1876, and to order accordingly. Both motions came on to be heard before me on the 10th Jan. last, and were argued by counsel on both sides. On behalf of the trustee it was contended that there was only one debt of £3000, for which proof could be made against the estate of the debtor. That if Braithwaite's proof were allowed to remain, the estate would have paid the debt, and the policy must be given up by Atkinson, or that Braithwaite's proof must be expunged for want of consideration as between the payee and the debtor. On the part of Atkinson it was contended that, as he held the policy for valuable consideration given by him to the debtor, and he had not come in to prove against the estate, he was entitled to retain his security unless the trustee redeemed it by paying him his debt in full. I was of opinion, upon the hearing of the original motion, that the court had no power to take the policy out of the hand of Atkinson and hand it to the trustee, except upon the terms of paying Atkinson in full, he not having come in under the liquidation. I was of opinion he was, as regarded the right to retain the policy, in the position of a secured creditor, whose rights are regulated by the 40th section of the Bankruptcy Act 1869. I shall, therefore, dismiss the original motion of the trustee, so far as relates to the delivery of the policy by Atkinson to him, with costs, and regard will be had to the costs already ordered to be paid. As to the other motion by the trustee, that Braithwaite's proof for £3000 may be expunged, the argument in support of the motion was that unless the estate could have the benefit of the policy in reduction of the debt, the rule against double proof would be infringed; and that, as between the debtor and Braithwaite, treating the transaction between them as distinct from the debt for £3000 due from the debtor to Atkinson, for which Atkinson held the policy as security, there was no consideration given by Braithwaite to the debtor or received by him from Braithwaite for the debtor's signature to the note, on which alone Braithwaite's proof was made. The

answer given to this argument was that, as the debtor was, as between himself and the bankers, the original debtor for the £3000, and Atkinson was, as between himself and the debtor, only the debtor's surety; when the bankers called upon Atkinson to pay the £3000 it was the debtor's duty to have found that sum in cash; and as he was not able to do so, the advance of £3000 by Dibb and Braithwaite to Atkinson was really an advance by them to the debtor—it was, in substance, money paid by them to his use and at his request. It might be a sufficient reply to this contention to notice that the proof does not profess to be founded upon any such consideration. The consideration stated in the proof is simply the liability arising from the debtor's signature, and, in my opinion, the proof as it stands states the consideration correctly both in law and in fact. To treat the £3000 not as a loan to Atkinson from Dibb and Braithwaite, for which he was their principal debtor, but as a loan by them to the debtor; treating Atkinson merely as the surety for their advance would be a simple fiction invented for the purpose of evading the rule in bankruptcy against double proof. If the advance of the £3000 by Dibb and Atkinson was a loan by them to the debtor as principal, why did they not protect themselves as against the debtor by requiring the transfer of the policy to them. The answer simply is this, that the loan by them was to Atkinson as principal, and they took from him specific securities which they considered, and which doubtless were and are, ample, and which they still hold as the security on which they rely. Having come to the conclusion that I am bound to leave the policy in the possession of Atkinson, I think the answer given by Mr. West, as representing Atkinson, to my question upon what terms he insisted the trustee must redeem was correct, namely, only on the terms of paying Atkinson in full. Inferentially, that answer appears to me to involve the admission that, as between the debtor and Atkinson, the debtor is the principal debtor, and Atkinson all through has been—and now insists upon retaining all the rights of—a principal creditor. In my opinion, therefore, in whatever light this case is viewed, there being only one debt of £3000 to be paid out of the debtor's estate, and for which specific security has been given by the debtor, if proof is made in respect of that debt, the security for it must either be given up or valued at the value deducted from the proof, so that the trustee may exercise the right of redeeming the policy at that value. If that be not done then I must treat Braithwaite's proof as founded upon a note given by the debtor without consideration moving from or to either party to or from the other, and must, therefore, be expunged: (See *Byles on Bills*, p. 125, 10th edit., as to what constitutes consideration.) Consideration is, in general, either some detriment to the plaintiff sustained for the sake or at the instance of the defendant, or some benefit to the defendant moving from the plaintiff. Here the money was advanced to Atkinson to enable him to pay off his note to the bankers, and not in any real or direct sense for the sake or at the instance of the debtor, nor did any benefit accrue to the debtor moving from the plaintiff. In answer to the argument that the debtor was bound to find cash to enable Atkinson to pay the bank, it must be remembered that the note given to Dibb and Braithwaite was payable on demand, and payment might have been demanded the next day and the debtor still remained liable immediately to be sued by Atkinson on his overdue note of 27th Oct. 1872, and on his covenant to pay in the mortgage deed of the same date. I may observe that the transactions, as they were completed between Messrs. Dibb and Braithwaite, and the debtor and Atkinson, were in all respects correct as between solvent persons, and, I may add, proper for the protection of Atkinson as the client of Braithwaite; and I regard the proof by Braithwaite as really made for the benefit and protection of his client. But the subsequent insolvency of the debtor and the creditor's right to have his estate administered according to the rules in bankruptcy has brought into play a rule intended for the benefit of unsecured creditors with a view to the equal distribution among them of the unpledged assets of an insolvent debtor, a rule which would have had no application to the transactions between the parties so long as the debtor remained solvent. There will be one order upon all the motions and all the affidavits, and the former orders will be referred to in the order to be now made, and that order will be to dismiss the motion by the trustee for the delivery up of the policy by Atkinson to him with costs, to be paid by the trustee, regard being had to the costs already ordered to be paid. And upon the other motion by the trustee the order will be that the proof of the debt for £3000 made by Braithwaite on the 30th April 1876, be expunged with costs, and be paid by Braithwaite to the trustee, unless Braithwaite on or before the 10th Aug. next, or such other day as the court, on the application of either of the parties,

shall fix, arrange, with Atkinson, to value the said policy and offer to deduct such value from his proof for £3000 so as to give the trustee the power, if he thinks proper, of redeeming the said policy at such value. And if the said policy is so valued, and the value deducted, then the trustee to pay Braithwaite the cost of the motion to expunge. And as the trustee has paid the last year's premium on the policy amounting to £364 6s. 8d., this order will continue the order of the 20th Dec. last, so far as it restrained Atkinson from selling or otherwise dealing with or surrendering the said policy, until the 11th Aug. next, or such other day as this court, upon the application of either of the parties, shall fix, the trustee continuing his undertaking as to damages contained in the said order of the 20th Dec. last. I may observe that the debtor, in his list of creditors, inserted Atkinson as a secured creditor, and did not include or make any reference to Dibb, and Braithwaite as creditors.

#### NOTES OF NEW DECISIONS.

**PRACTICE—BANKRUPTCY RULES 1870, SCHEDULE NO. 40—TRUSTEE'S BOND—ENFORCEMENT OF.**—The introduction of the name of the Chief Judge in Bankruptcy in the bond given by a trustee and his surety as specified in Form 40 in the Schedule to the Bankruptcy Rules 1870, is a mere matter of form; and the bond, when required, can be enforced in the County Court without application to the Chief Judge: (*Re Parry*, 35 L. T. Rep. N. S. 768. Bank.)

**PROOF—LOAN FOR PURPOSES OF BUSINESS—BANKRUPTCY—PARTNERSHIP AMENDMENT ACT 1865.**—In 1857 A., a trader, went through the ceremony of marriage with his deceased wife's sister. In 1858 she became entitled to a legacy of £3000, which was by her direction paid to A., upon the understanding that he should whenever called upon execute a proper settlement thereof upon her. No settlement was ever executed. In 1876 he filed a liquidation petition. Held, that no proof could be admitted against the estate until all the trade creditors had been paid in full: (*Ex parte Corbridge, re Beale*, 35 L. T. Rep. N. S., 768. Bank.)

#### CORRESPONDENCE OF THE PROFESSION.

**NOTE.**—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**HIRE OF FURNITURE—CUSTOM—BANKRUPTCY ACT—ORDER AND DISPOSITION.**—On reading the last issue of the *LAW TIMES*, page 271, I observe the Chief Judge in Bankruptcy has decided that as yet no custom for letting furniture on hire sufficient to defeat the order and disposition clause of the Bankruptcy Act has been proved. Now, I think, there must have been a miscarriage herein, inasmuch as last year I had a similar case on behalf of a furniture dealer in the London Bankruptcy Court, in which I succeeded, and in support of our client's contention we referred to the case of *Ex parte Powell, re Matthews*, in which the same question arose, when Bacon, C.J. held that the custom of hiring furniture in this way had been so frequently proved that the court would take judicial notice of it, and the trustee, therefore, was not entitled. The trustee appealed, and the Court of Appeal, constituted by James and Mellish, L.J.J. Baggallay and Brett, J.J. Dec. 15. Their Lordships refused to disturb the Chief Judge's decision. Mr. Winslow and Mr. Yate Lee were counsel for the trustee appellant; Mr. Little, with Mr. Bagley, for the respondent. The *Law Journal*, in Notes on Cases, under date 25th Dec. 1875, page 194, reports the above.

T. J. C. BORDMAN.

**THE BILL FOR THE PAYMENT OF JUSTICES' CLERKS BY SALARY INSTEAD OF FEES.**—Many of your readers are doubtless acquainted with the outline of the Bill above-mentioned, which has been introduced into the House of Commons by Sir Henry Selwin Ibbetson, the Under Secretary of State for the Home Department. I perfectly agree with the principle of paying justices' clerks by salary instead of fees for the reasons given by the Under Secretary. But I strongly contend that the amount of such salary ought not to be arbitrarily fixed by the local authority subject to approval, but should be based upon the average amount of fees actually earned during, say, the three or five years prior to such salary being fixed. This would satisfy all justices' clerks, and would be just and equitable. There are many cases, however, where the salary is very much less than the amount of fees earned, and where the justices' clerk has, notwithstanding this, to find office, clerks, forms, &c., out of such salary.

The result is that the county or borough in some cases makes a considerable profit out of the fees earned by the justices' clerk. To remedy this unfair and anomalous state of things, I would suggest that the Bill should contain: 1. A clause for re-adjusting the salaries of clerks already appointed, as well as in framing the salaries of clerks hereafter to be appointed upon the basis of the average amount of fees earned in the three or five previous years. 2. A clause giving the Home Secretary the power of finally deciding the amount of salary in case of difference between the justices and local authority, or in case any justices' clerk thinks himself aggrieved and appeals to the Home Secretary to fix the amount. This would be in accordance with the spirit of the 14 & 15 Vict. c. 55, s. 9, which gives power to the Home Secretary to vary the amount of salary for the time being payable. Sect. 5 proposes to enact that a justice's clerk shall be either a solicitor of the Supreme Court of Judicature or have served for not less than seven years as a clerk to a police or stipendiary magistrate, or to a metropolitan police court, or have served for not less than seven years as or as assistant to either a clerk of a petty sessional division or a clerk to the justices of a borough, or (in the case of service before the passing of the Act) a clerk of special or petty sessions, or a clerk of a justice or justices of the peace. I strongly contend in all cases that a justice's clerk should be a solicitor. I venture to think that sect. 6 of the new Bill giving power to the local authority or Secretary of State to adjust and alter any table of fees in proportion to the salary of the clerk is an entire mistake. The enactment ought to be the reverse of this. When a considerable discrepancy arises between the amount of the fees and the salary, it clearly shows that the salary is too low in proportion to the work done, which is represented by the fees earned. In such a case, I submit, the salary should be raised instead of the fees being lowered. A long experience enables me to say very confidently that nothing conduces so much to frivolous cases and charges made from improper and malicious motives as too low a table of fees. I think, too, that a uniform table of fees ought to be fixed by statute, and be in operation throughout the country, and the proposed enactment would interfere with any such uniformity. Soliciting the opinions of other justices' clerks—I am, &c.,  
A JUSTICE'S CLERK.

**"READING FOR HONOURS."**—Are you not tired of this ridiculous expression? Where, as at many university examinations, there is a separate set of subjects and a separate set of questions for a candidate for honours, it is possible to read for them. Such examinations are entirely different in their object to the solicitor's admission examination. They are to mark a man's general attainments. This is to ascertain his qualification for a specific profession. "Reading for honours," if it means anything, implies the possibility of "reading for a pass," and that must mean, in plain English, reading as little as may enable a man to scramble through. A man who will make up his mind to this is clearly unfit for any profession, or indeed, for any honourable pursuit. The only object of reading is to qualify oneself to fulfil the duties it is desired to undertake, and the object of the examination is to ascertain if that has been done. That artful clerk who will think least about either a pass or honours, but will devote himself most thoroughly by work as well as by reading to fit himself for professional practice, is the most likely to be entitled to subscribe himself

A CLIFFORD'S INN PRIZEMAN.

**ROMAN LAW.**—If the number 7 is held sacred by students of the Holy Writings, the same may be applied to the number 3 in connection with the history of the Roman Civil Law. To commence: The History of the Roman Law before the Emperor Justinian is generally divided into 3 periods. From the foundation of the city to the compilation of the XII. tables, A. U. C. 305; 2nd period, from time of XII. tables to the commencement of the Empire, 723 A. U. C.; 3rd period, from the year 723 A. U. C. to the accession of Justinian, A.D. 357. During the first period we find there were 3 assemblies of the Roman people, the Comitia Curiata, the Comitia Centuriata, and Comitia Tributa. During the second, 3 forms of promulgating laws, the *Leges populi*, *Leges Plebeie*, and the *Senatus-consulta*; and during the third, there are 3 branches of the Imperial constitution, Rescripts, Edicts, and Decrees. From the law of persons we find 3 senses of the word "status," *Libertas*, *Civitas*, *Familia*, and that men are considered under 3 divisions—*Freemen* and *Slaves*, *Citizens* and *Foreigners*—men *in juris* and *alieni juris*; that minors are subdivided into 3 classes, *Infants*, *Pupils*, and *Adults*: that this *status* can be acquired and lost in 3 ways, and the 3 forms of *Capitis Diminutio* were *Maxima*, *Media*, and *Minima*. *Citizenship* was acquired in 3 ways and lost in 3 ways; *Slavery*



also. When a woman married in "manu mariti" there were 3 ways of the marriage being performed, by *Confarreatio*, *Coemptio*, and *Usus*; and the bride's *dos* was also of 3 kinds, *Profectitia*, *Adventitia*, and *Receptitia*. There were 3 ways of rendering natural children legitimate, *Per subsequens matrimonium*, *per oblationem curiæ*, and *per rescriptum principis*. There were 3 kinds of Tutors Testamentary, Tutors in Law, and Tutors *dative*. We find Corporations were constituted in 3 ways, by Public Authority, by a *Senatus Consultum*, and by Imperial Constitution. Property, too, was acquired in 3 ways, by Occupancy, Accession, and Tradition; and *Predial Servitudes* were established and extinguished by 3 modes. There were 3 Personal Servitudes, the *Usufructus*, *Usus*, and *Habitatio*. There were 3 Obligations, Civil, Natural, and *Prætorian*; and 3 real Contracts, Loan, Deposit, and Pledge. In the Law of Succession we find 3 kinds of Heirs, the *Necessarii*, *Sui et necessarii*, and *Extranei*. There were also 3 modes of making a will, and in doing so testators might take advantage of the 3 kinds of Substitution, the *Vulgaris pupillar*, and *Quasi pupillar*. In Succession *ab intestato*, after the XII. tables, there were 3 classes called to succeed, the *Sui heredes*, *Agnates*, and *Gentiles*; and, according to the subsequent "Novels" of Justinian, 3 divisions also, *Descendants*, *Ascendants*, and *Collaterals*. There were 3 delegated judges, *Judex*, *Arbiter*, and *Recooperatores*; and the history of the Civil Procedure is divided into 3 periods—viz., the *Legis Actiones*, *Formulary System*, and *Judicia Extraordinaria*; and in the *Formulary System* the formula prepared by the *prætor* consisted of 3 distinct parts, the *Demonstratio*, *Intentio*, and *Condemnatio*. There were 3 kinds of *Interdicts*, *Prohibitory*, *Restitutory*, and *Exhibitory*. There were also 3 ordinary ways of proving points at issue admitted into Evidence, *Writings*, *Witnesses*, and "The Oath of Party"; and 3 Legal Presumptions, *Presumptio juris et de jure*, *juris*, and *factis*. The above analysis, which I have made with some pains, must speak for itself, and naturally prove the validity of my former statement that the number 3, in connection with the history of the Roman Civil Law, must be held sacred. To those, however, of your readers, especially students like myself, who derive pleasure from studying Roman Law, a perusal of my analysis cannot fail to be of interest, though the peculiarity I have endeavoured to point out may by some be deemed trivial.

DODO.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

## Queries.

104. NEW RULES UNDER JUDICATURE ACTS.—I have relied on the LAW TIMES to keep me posted up in all the latest Orders under the Judicature Acts, and have not bought separate prints of such Orders. In the LAW TIMES, July 15, 1876 (61 L. T., 205), amongst the new Rules then given, I find Order 36, Rules 29, 30, 31, &c. In the LAW TIMES of Dec. 2, 1876 (62 L. T., 88), amongst the Rules of December, 1876, is another, Order 36, Rule 29 a, which does not say that it repeals the former, and is on a different subject. How is this? W. C. H.

105. PERPETUAL COMMISSIONERS AND COMMISSIONERS FOR OATHS.—Will you, or any of your readers, say what is the necessary qualification for a commissioner for taking acknowledgments by married women, and for a Commissioner for Oaths respectively, describing how to proceed with a view to appointment? S. S. C. (Admitted 1873.)

[As to acknowledgment of deeds, the application is made to the Chief of the Common Pleas Division; a Commissioner for Oaths is granted by the Lord Chancellor. You have not been admitted sufficiently long to warrant your applying for either appointment.—ED. SOLS. DEPT.]

106. COMMISSIONER FOR OATHS.—Will any of your readers inform me what preliminaries have to be gone through to enable an advocate practising in the Isle of Man to obtain a commission appointing him a Commissioner in the Isle of Man to administer oaths in the Supreme Court of Judicature? F.

[An application to the Lord Chancellor upon forms which are set out in Ford's Handbook on Oaths, page 42, and published at the office of this journal.—ED.]

107. COMMISSIONER TO ADMINISTER OATHS.—PRACTISING SOLICITOR.—The forms of application to be appointed a commissioner certify the applicant to be a "practising solicitor." Is it essential that he should be actually practising in his own name, or would a managing clerk who has taken out his certificate for the prescribed period, and has been engaged in duties similar to those undertaken by his principals, including advocacy, be rightly so described? What would be the position of a sleeping partner? LEX.

[We have already stated our views on these points.—ED. SOLS. DEPT.]

108. ENTERING APPEARANCE, CHANCERY DIVISION AND COMMON LAW DIVISION.—Is it the proper course for a defendant, who enters an appearance to a writ of summons in either of the above divisions, to give notice thereof to the plaintiff, and is the defendant in any way

prejudicially affected by not doing so? Does not the Judicature Act, 1875, Order 12, Rule 6, affect the practice? STUDENS.

[We deal with this in another column.—ED. SOLS. DEPT.]

109. TESTACY AND INTEREST.—PERSONAL ESTATE.—A testator dies, having, by his will, bequeathed certain property to B.; but, having other property than that bequeathed to B., and, as to which the will being silent, he dies intestate. There are debts to be satisfied out of the estate. Will the property bequeathed to B., or the property not disposed of by his will (and which the next of kin claim) be liable for the debts, and in what proportions? Please give the reason for your answer. AN ARTICLED CLERK.

110. VALUATION OF COPYHOLDS.—Will any of your readers inform me where I can get the best information as to calculating the saleable value of copyhold manor? X. Y. Z.

111. LEASEHOLDS—MERGER.—A, an under lessee for a short term, deposits his lease with B., by way of equitable security. A. subsequently buys the original lease of the same property, which is for a long term; this he mortgages to C. for its full value, C. being without notice of the underlease. A. is now bankrupt. Has the under lease merged in the original lease, or what right has B. against the property? S. S. C.

112. STAMP.—A. and B. are entitled to an estate for the life of another in certain premises jointly with C., to whom the remainder is also limited; C. mortgages in fee, A. and B. joining at the request of the mortgagee, but receiving no part of the mortgage money; subsequently, in consideration of £1200, A. and B. convey their shares to C. subject to the mortgage. As the mortgage money forms no part of the consideration for this conveyance, it ought to be sufficiently stamped with 2s. Is this so, or do the words in the 73rd section of the Stamp Act of 1870, "subject either certainly or contingently to the payment or transfer of any money or stock," render it necessary to pay duty on the combined purchase and mortgage money? a result, I should think, scarcely contemplated by the legislature in such a case as this. W. H.

113. SUCCESSION AND RESIDUARY ACCOUNTS AND OBTAINING PROBATE.—Can you or any of your readers recommend me a good practical work on preparing successions and residuary accounts, and proving wills and taking out administration? LEX.

114. BANKRUPTCY—FIXTURES.—A. deposits with B. a lease, by way of equitable security, accompanied by a short memorandum of the object of the deposit. A. has filed his petition in liquidation, and the trustee claims the fixtures on the property (consisting of engines and machinery), on the ground that the equitable mortgage should have been registered as a bill of sale. (See *Barclay v. L. Rep. 9, Ch. 576*). Has the mortgagee a claim to the fixtures in the present case, and would it have made any difference (1) if there had been no memorandum accompany the deposit? (2) if there had been a legal mortgage? A reference to cases will oblige. LEX.

115. MERGER.—A. purchases the fee of a piece of land on which a house stands, subject to a lease, for a long term, of the house. He afterwards obtains an assignment of this lease, subject to a mortgage thereof to a building society. A. afterwards mortgages the piece of land, subject to the lease and mortgage thereof, to the building society, to B., who has notice of the prior dealings with the property. Will the lease have merged, or will B. be entitled to the ground rents by virtue of his mortgage? Would it have made any difference if A. had purchased the lease of the house before the lease? S. S. C.

116. SOLICITOR'S LIABILITY.—In connection with this question in the LAW TIMES of the 17th Feb., what is the duty of a solicitor acting for vendor and purchaser on an assignment of leaseholds, where, before the purchase is completed, a notice of dilapidations is served by the landlord: is he bound to treat this as received on behalf of the vendors to whom it is directed, and to withhold the fact from the purchaser, or to acquaint the purchaser at the risk of his throwing up the contract; and, if the information be withheld, has the purchaser a right of action against the solicitor on the ground of negligence or otherwise? X.

## Answers.

(Q. 97.) VENDORS AND PURCHASERS ACT, 1874, SECT. 4.—In this case I should consider that the mortgagee's legal personal representative cannot transfer the legal estate to the transferee. Sect. 4 of the above act only seems to apply where a mortgage is paid off, and not where it is transferred; and so long as the transaction continues to be a mortgage, the section would not have application, but the heir of the mortgagee must transfer the legal estate. "J. G." will find the question discussed in *Charley's Real Property Acts*, 1874.

ENGLAND HOWLETT.

—It seems doubtful whether this section was intended to apply to transfers of mortgages at all. The expression "on payment of all moneys secured by the mortgage," seems to point to the payment off of the mortgage debt by the mortgagor, so that nothing is left in the mortgagee's representative but the dry legal estate. The mortgage debt continues, notwithstanding a transfer. Not merely the "hereditaments" are transferred, but the mortgage debt, and the covenants and powers, which forms a supplemental security for the mortgage debt, are transferred also. So long as the transaction continues to be a mortgage, this section, it is apprehended, does not apply. (See *Notes to Charley's Real Property Acts*, 1874, page 98.) A. P.

## Application.

(Q. 21.) SOLICITOR TRUSTEE—COSTS.—The adjudication of the commissioners is quite in accordance with the proviso in the 75th section. The appointment of

new trustees, and the conveyance of trust estates are considered as distinct transactions, the former being liable to a duty of 10s., the latter to the ordinary duty as a conveyance, assignment, transfer of mortgage, &c., as the case may be, but not exceeding in any case 10s. Of course if either of these objects be effected by separate deed (and sometimes several are necessary), such deed will only be liable to its own particular duty. W. H.

## LAW SOCIETIES.

## LAW AMENDMENT SOCIETY.

## CRIMINAL LAW EVIDENCE.

A SPECIAL meeting of the members of the Law Amendment Society was held last Monday evening at its rooms, 1, Adam-street, Adelphi, for the purpose of considering the report of the jurisprudence department on "The amendment of the law of evidence by admitting the testimony of prisoners, defendants, and of their husbands and wives in criminal proceedings." The chair was taken by the Hon. Evelyn Ashley, M.P., and amongst those present were Mr. Serjeant Cox, Dr. Waddilove, Mr. Joseph Brown, Q.C., Mr. Saunders (barrister), &c.

A paper on the subject was read by Mr. Alfred Hill, a Birmingham magistrate, at the meeting of the association at Brighton in 1875, in the jurisprudence department, wherein it was stated that in many of the States of the North American Union, this proposed change in the law affecting criminal evidence had been made, and was working satisfactorily. After a discussion a resolution was passed:—"That this section requests the council of the association to take in consideration the propriety of having a paper of queries prepared and sent round to the Chief Justice and Attorney-General of every state of the United States and each province of the Dominion of Canada, and such other persons as it may think fit, requesting answers respecting the admitting the testimony of prisoners and defendants in criminal cases, and their husbands and wives."

In pursuance of this request the council referred the matter to the Jurisprudence Committee, which body caused a form of queries to be printed and sent to the persons mentioned in the resolution of the section. To these queries answers had been received from four of the British provinces, viz., British Columbia, New Brunswick, Ontario, and Quebec, and from twenty States of the Union, viz., first, Alabama, Arkansas, Kentucky, Missouri, Tennessee, and Texas; and secondly, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Maine, Massachusetts, Michigan, Nevada, New Jersey, Oregon, and Wisconsin. In those British provinces from whence answers had been received no part of the proposed change in the law had yet been made, as was also the case in the States of the Union, first enumerated, while of those mentioned secondly, in Georgia, the change appeared to be little more than nominal, though, as far as it went, it seemed to give satisfaction. In Florida the prisoner might give evidence on oath, but was not to be cross-examined, and in Oregon he was only allowed, after conviction, to testify on matters bearing on the question of punishment. But in all the remaining States whence answers had arrived, prisoners were now permitted, if they pleased, to give evidence on oath, and in Connecticut, Kansas, Maine, Massachusetts, and Michigan, they might also call their husbands and wives. In no State was the prisoner bound to give evidence, and in no case (except where the course might be taken at common law) could the husband or the wife be examined, save at the prisoner's instance. From the answers from all the States it appeared that the experience of every one of the officers who had replied—all Chief Justices or Attorney-Generals of States, or United States Judges—was favourable to the change, which, they say, gave general satisfaction, and occasioned no hardship or injustice to the prisoner. The answers from States where the new system had been in existence a long while, generally where emphatically in its praise. Thus, Mr. Train, the Attorney-General of Massachusetts, where the new experience was adopted in 1860, says:—"After thirty years' experience in my profession, I know of no one change which has been so productive of beneficial results." The Attorney-General of Maine (Mr. Emery), earnestly hopes that the change will be made in the United Kingdom, stating that only professional criminals and gamblers object to it in Maine. Mr. Appleton, chief justice of the same State, writes:—"I have taken much interest in the subject of evidence, and a long experience has fully satisfied me that the admission of the evidence of defendants in criminal cases is absolutely indispensable for the purposes of justice." Mr. Ketterel, Attorney-General of Nevada, where the change was made in 1867, says that "it has worked excellently, has caused no injustice, and has simply tended to disclose the truth in doubtful cases." Seeing that, according to the old saying, "an ounce of testimony is worth a pound of theory"



this uniform testimony to the benefits of the change must have great weight, for in so many states, in some of which the new practice had obtained during many years, had the admission of prisoner's evidence produced the evils feared by some, they could not fail to have become manifest. Although the experience of the effect of admitting the evidence of their husbands and wives was less extensive than in the case of the prisoners themselves, still the testimony in its favour was equally uniform. In conclusion, the committee did not think it necessary to further argue the question, and therefore felt themselves justified in confidently recommending both changes to the favourable consideration of the association. The following were the queries sent to the Chief Justice and the Attorney-General of each of the United States of America, and of each province of the Dominion of Canada.

1. In your state are prisoners and defendants in criminal proceedings, and their wives or husbands, allowed to give evidence on oath for defence?
2. If so, is this course optional on the part of the prisoner or defendant, his wife or her husband, or can he be compelled to give evidence?
3. When so under examination can the prisoner or defendant (or the wife or husband) be examined, cross-examined, and re-examined in the same manner, and subject to the same liabilities and immunities as other witnesses?
4. When so under examination is the prisoner liable to be cross-examined as to his previous character and conduct, and particularly can he be asked whether he has committed previous offences?
5. If the examination or cross-examination of prisoners is allowed, is it conducted by counsel or by the judge, whether at the preliminary examination or the final trial, and at what stage of the examination or trial?
6. Has your system been changed in the above respects, and if so how long?
7. If your system has been changed in favour of admitting the testimony of prisoners, how has the new system worked in practice, and has it given satisfaction to the Profession and the public?
8. Especially has the change been productive of any real hardship or injustice to the innocent, or has it assisted in bringing the guilty to punishment?

Mr. Alfred Hill said that he had taken great pains to inquire how the change in the law had worked in the United States, and he certainly had never heard two opinions expressed. Every person he spoke to was decidedly in favour of the new law, as it would tend to improve the administration of criminal justice. It frequently happened that those whose mouths were closed in criminal proceedings were convicted. From experience on the bench for four years, he could say that when a cross-summons was taken out the case was far more satisfactorily decided, for then both sides were heard, the plaintiff in one summons being the defendant in the other. In conclusion, Mr. Hill moved, "That the report of the standing Committee of Municipal Law now read be received, and that the council be recommended to take such action as it deems fit in support of Mr. Ashley's Bill now before Parliament for the admission of the testimony of prisoners or defendants on criminal trials, and their husbands and wives."

Mr. Joseph Brown, Q.C., in seconding the motion, said, no doubt every person had read of the execution of Mr. De Tourville, for the supposed murder of his wife in throwing her down a precipice in the Tyrol. The accused had the opportunity of resisting the demand for the Extradition because the Extradition Treaty did not extend to Austria; but he purposely elected to be given up to the Austrian Government, because in that country he could open his mouth at the trial, which he could not do in England. The case was by itself an argument in favour of Mr. Ashley's Bill. (Hear, hear.) It did seem absurd that, for a defendant to give evidence in a criminal trial, he was bound to take out a cross-summons. The experiment of a change in the law in this respect had been tried in America at certain States which were known to be highly cultivated, and it was found that the testimony given was all but unanimous in its favour. (Hear, hear.) He (the speaker) could never understand why the great principle of *audi alteram partem* should not be adopted in criminal proceedings. It was the grossest affront to common sense not to act upon that principle. What was the object of courts of justice but to detect the guilty? He hoped soon to see the preposterous and absurd notion of closing the mouths of defendants in criminal proceedings done away with.

Mr. Saunders said that no doubt it was very desirable both the parties should be heard, but prisoners had now abundant opportunities of presenting their cases to the jury, the only difference being that they were not sworn, though they could give what evidence they liked. With regard to wives, generally speaking they would forswear themselves for their husbands' sake. Upon the whole, any proposed change in the law in this respect was deserving of very great consideration, and he thought that no very great

advantage to the ends of public justice would be gained by altering the present state of the law.

Dr. Waddilove said that, having had the subject before them for sixteen years, it was rather hard they should be asked to pause now. It seemed to him to be a proper step on the part of the chairman to introduce the matter in the House of Commons (hear, hear), and on the back of the Bill he was glad to see the name of Mr. Russell Gurney, the recorder of London. He (the speaker) trusted the matter would receive the attention of Parliament, for he was an earnest advocate of the measure.

Mr. Ryalls (barrister) was not opposed to any change of the law on the subject, for he did not think there would be any harm in the first instance in allowing the testimony of defendants to be given in many of those cases which were tried in the inferior criminal law courts, especially assault cases; but with regard to the more serious offences, he did not think the courts of justice demanded any change. (Hear, hear.) There could be no objection to criminals making a statement; but then came the question as regarded their cross-examination. He would be very sorry for a prisoner to be convicted by cross-examination.

Mr. Serjeant Cox had certainly formed a strong opinion upon this subject, and had come to a most decided conclusion. Nothing could be more dangerous to the interests of criminal justice in this country than the admission of the evidence of defendants in criminal cases. It would reverse the whole of the policy of the English law. The great guiding principle was, that a man should be deemed to be innocent until he was proved guilty. The undoubted and immediate effect of admitting the evidence of criminals in their own cases would be to reverse that principle. It was impossible by any Act of Parliament to govern the tongues of men, for there were a thousand ways of insinuating and implying a certain thing. If the principle proposed were carried out, it would undoubtedly have the effect of convicting a great number of persons who otherwise would not be convicted. The practical effect of cross-examination he was confident would be utterly fatal to the most innocent man. No man could be sent to trial unless he had a *prima facie* case against him, and no man was ever sent for trial unless he was involved in certain cases that had an aspect of guilt. If he (the learned serjeant) were permitted to cross-examine prisoners brought before him, he would undertake to convict ninety-nine out of every hundred, who were certainly guilty, though some cases failed for want of proof; no prisoners ever told the truth, and in affiliation cases they could never trust the defendant. Why reverse the ancient principle of law for so slight a purpose? In assault and libel cases no doubt the evidence of the defendants would be admissible as a witness, because these were matters in which there were nearly always two sides to a question. There was fortunately great confidence felt in the administration of justice, and no charge could improperly be brought against a person. (Hear, hear.)

The Hon. Evelyn Ashley, M.P. (the chairman), said that the strong feelings he had on the subject had not been in the least shaken by the discussion. From the very first day he went circuit he began to see the folly of shutting the mouths of defendants in criminal trials, and determined, if ever he got a seat in Parliament, to bring in a Bill on the question. He had since twice brought the matter before the House of Commons, and intended to again this session. (Hear, hear.) He denied that the system, if adopted, would lead to that pursued in France, for the judges in this country were raised from the Bar, and were well known to be lenient towards prisoners. He could not understand how men could be proved guilty by cross-examination, for the more nervous and frightened a man got in the witness box the more certain was he to stick to the truth. He did not think the administering of an oath the slightest importance whatever, for the proper test of evidence was cross-examination. (Hear.) When the Bill was before Parliament the chief opposition came from Sir Thomas Chambers and the Attorney-General, the arguments of the latter principally being that if the Bill were passed it would be the means of increasing cases of perjury, but this he (the speaker) denied. In conclusion, to quote Bentham, he would say, "Innocence demands the privilege of speech; guilt demands the immunity of silence."

The resolution was then carried, and the proceedings terminated with the customary vote of thanks to the chairman for presiding.

#### MANCHESTER INCORPORATED LAW ASSOCIATION.

THE annual dinner of this association took place on the evening of Tuesday, the 20th Feb., at the Albion Hotel, Piccadilly. Mr. Thomas Diggle (the president of the association) occupied the chair, the vice-presidents being Mr. James Greenhalgh (Bolton) and Mr. Henry Wheeler.

There were present the Mayor of Manchester, the Mayor of Salford, the Vice-Chancellor of the County Palatine of Lancaster (Mr. George Little, Q.C.), Mr. Thomas Marshall, of Leeds (Hon. Sec. of the Associated Provincial Law Societies), and Messrs. Duncan and Gregory (a deputation from the Incorporated Law Society of Liverpool), and the following members: Messrs. C. E. Allen, Edwin Almond, J. S. H. Atkinson, T. T. Bellhouse, James Bond, James Booth, George Brett, Richard Brown (Stockport), Thomas Chorlton, Thomas Clave, C. J. Cooper, William Dowling (Bolton), J. A. Elliott, Joseph Ellis, T. L. Farrar, John Farrington, Adam Fox, Henry Galloway, T. J. Gill, John Gordon (Bolton), W. H. Guest, George Hadfield, jun., T. W. Heelis (Bolton), C. H. Hinde, William Harpur (Bury), James Hartley (Rochdale), Thomas Holden (Bolton), C. H. Holden (Bolton), Alfred Leaf, J. K. McEwen, J. F. Marlow, J. F. Milne, John Ogden, Herbert Ritsom, J. W. Roberts, John Sudlow, Leonard Tatham, P. Watson (Bury), R. W. Warner, G. F. Wharton, Henry Wrigley (Oldham), Henry Wood, Percy Woolley, and S. Unwin (hon. sec.)

The usual loyal and patriotic toasts were proposed by the chairman, the "Army, Navy, and Volunteers" being responded to by Captain Harper. Mr. Marshall proposed "The Manchester Incorporated Law Association," which was acknowledged by Mr. Greenhalgh; Mr. P. Watson proposed "The Mayor and Corporation of Manchester," to which the Mayor of Manchester responded; Mr. J. F. Milne proposed "The Mayor and Corporation of Salford," which was responded to by the Mayor of Salford; "The Lord Chancellor and the Judges, including the Lord Judges," was proposed by Mr. Wharton and acknowledged by the Vice-Chancellor of Lancaster; Mr. T. L. Farrar gave "The Associated Provincial Law Societies," and Mr. Leaf "The Incorporated Law Society of Liverpool," which were responded to by the representatives of those societies; the Mayor of Manchester proposed "The President and Chairman," and Mr. T. J. Gill proposed and Mr. C. J. Cooper responded to the toast of "The Lancashire Witches."

## THE COURTS AND COURT PAPERS.

### HILARY SITTINGS FOR MARCH.

#### Court of Appeal.

At Lincoln's-inn and Westminster.

Thursday.....	Mar. 1	Bankruptcy appeals and other appeals
Friday .....	2	Appeals
Saturday .....	3	Ditto
Monday .....	5	Ditto
Tuesday .....	6	Ditto
Wednesday .....	7	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Thursday .....	8	Bankruptcy appeals and other appeals
Friday .....	9	Appeals
Saturday .....	10	Ditto
Monday .....	12	Ditto
Tuesday .....	13	Ditto
Wednesday .....	14	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Thursday .....	15	Bankruptcy appeals, and other appeals
Friday .....	16	Appeals
Saturday .....	17	Ditto
Monday .....	19	Ditto
Tuesday .....	20	Ditto
Wednesday .....	21	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Thursday .....	22	Bankruptcy appeals and other appeals
Friday .....	23	Appeals
Saturday .....	24	Ditto
Monday .....	26	Ditto
Tuesday .....	27	Ditto
Wednesday .....	28	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals

Petitions in Lunacy will be taken every Saturday during the sittings.

### High Court of Justice.

#### Chancery Division.

(Before the MASTER OF THE ROLLS.)

At the Rolls House.

Thursday.....	Mar. 1	General paper
Friday .....	2	Motions and general paper
Saturday .....	3	Petitions, short causes, adjourned summonses, and general paper
Monday .....	5	Adjourned summonses, and general paper
Tuesday .....	6	General paper
Wednesday .....	7	Ditto
Thursday .....	8	Ditto

Friday.....	9	Motions and general paper
Saturday.....	10	Petitions, short causes, and adjourned summonses, and general paper
Monday.....	12	Adjourned summonses, and general paper
Tuesday.....	13	General paper
Wednesday.....	14	Ditto
Thursday.....	15	Ditto
Friday.....	16	Motions and general paper
Saturday.....	17	Petitions, short causes, and adjourned summonses, and general paper
Monday.....	19	Adjourned summonses and general paper
Tuesday.....	20	General paper
Wednesday.....	21	Ditto
Thursday.....	22	Ditto
Friday.....	23	Motions and general paper
Saturday.....	24	Petitions, short causes, and adjourned summonses, and general paper
Monday.....	26	Adjourned summonses and general paper
Tuesday.....	27	General paper
Wednesday.....	28	Motions and general paper

The days (if any) on which the Master of the Rolls shall be engaged in a Court of Appeal are excepted. Causes and actions in which witnesses are to be examined before the Court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

(Before V.C. MALINS.)

Thursday..... Mar.	1	Motions and general paper
Friday.....	2	Short causes, petitions, and general paper
Saturday.....	3	Adjourned summonses and general paper
Monday.....	5	General paper
Tuesday.....	6	Ditto
Wednesday.....	7	Ditto
Thursday.....	8	Motions and general paper
Friday.....	9	Short causes, petitions, and general paper
Saturday.....	10	Adjourned summonses and general paper
Monday.....	12	General paper
Tuesday.....	13	Ditto
Wednesday.....	14	Ditto
Thursday.....	15	Motions and general paper
Friday.....	16	Short causes, petitions, and general paper
Saturday.....	17	Adjourned summonses and general paper
Monday.....	19	General paper
Tuesday.....	20	Ditto
Wednesday.....	21	Ditto
Thursday.....	22	Motions and general paper
Friday.....	23	Short causes, petitions, and general paper
Saturday.....	24	Adjourned summonses and general paper
Monday.....	26	General paper
Tuesday.....	27	Ditto
Wednesday.....	28	Motions and general paper

(Before V.C. BACON.)

Thursday..... Mar.	1	Motions, adjourned summonses, and general paper
Friday.....	2	General paper
Saturday.....	3	Petitions, short causes, and general paper
Monday.....	5	In Bankruptcy
Tuesday.....	6	General paper
Wednesday.....	7	Ditto
Thursday.....	8	Motions, adjourned summonses, and general paper
Friday.....	9	General paper
Saturday.....	10	Petitions, short causes, and general paper
Monday.....	12	In Bankruptcy
Tuesday.....	13	General paper
Wednesday.....	14	Ditto
Thursday.....	15	Motions, adjourned summonses, and general paper
Friday.....	16	General paper
Saturday.....	17	Petitions, short causes, and general paper
Monday.....	19	In Bankruptcy
Tuesday.....	20	General paper
Wednesday.....	21	Ditto
Thursday.....	22	Motions, adjourned summonses, and general paper
Friday.....	23	General paper
Saturday.....	24	Petitions, short causes, and general paper
Monday.....	26	In Bankruptcy
Tuesday.....	27	General paper
Wednesday.....	28	Motions, adjourned summonses, and general paper

(Before V.C. HALL.)

Thursday..... Mar.	1	Motions and general paper
Friday.....	2	Petitions and general paper
Saturday.....	3	Short causes, adjourned summonses, and general paper
Monday.....	5	General paper
Tuesday.....	6	Ditto
Wednesday.....	7	Ditto
Thursday.....	8	Motions and general paper
Friday.....	9	Petitions and general paper
Saturday.....	10	Short causes, adjourned summonses, and general paper
Monday.....	12	General paper
Tuesday.....	13	Ditto
Wednesday.....	14	Ditto
Thursday.....	15	Motions and general paper

Friday.....	16	Petitions and general paper
Saturday.....	17	Short causes, adjourned summonses, and general paper
Monday.....	19	General paper
Tuesday.....	20	Ditto
Wednesday.....	21	Ditto
Thursday.....	22	Motions and general paper
Friday.....	23	Petitions and general paper
Saturday.....	24	Short causes, adjourned summonses, and general paper
Monday.....	26	General paper
Tuesday.....	27	Ditto
Wednesday.....	28	Motions and general paper

Any cause intended to be heard as a short cause before the Master of the Rolls, or either of the Vice-Chancellors must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the Judge's officer the day before the cause is to be put into the paper.

Further considerations will be taken by the Master of the Rolls, V.C. Bacon, and V.C. Hall, as part of the general paper in priority to original causes which have not already appeared in the paper.

# COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Rotas of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday . Feb. 24	Leach	Latham
Monday..... 26	Merivale	King
Tuesday..... 27	Latham	Farrer
Wednesday..... 28	Milne	King
Thursday, Mar. 1	Latham	Farrer
Friday..... 2	Merivale	Farrer
Saturday..... 3	Milne	King
Saturday . Feb. 24	V.C. Malins.	V.C. Bacon.
Monday..... 26	King	Ward
Tuesday..... 27	Goldship	Crowe
Wednesday..... 28	Teesdale	Leach
Thursday, Mar. 1	Goldship	Crowe
Friday..... 2	Teesdale	Leach
Saturday..... 3	Goldship	Crowe
Saturday..... 3	Teesdale	Leach

	V.C. Hall.	Certificates of Sale and Transfer.
Saturday . Feb. 24	Goldship	Farrer
Monday..... 26	Ward	Teesdale
Tuesday..... 27	Femberton	Goldship
Wednesday..... 28	Ward	Farrer
Thursday, Mar. 1	Femberton	Merivale
Friday..... 2	Ward	Milne
Saturday..... 3	Femberton	Latham

The Easter Vacation will commence on March 30, and terminate on April 3, both days inclusive.

# PROMOTIONS AND APPOINTMENTS.

NOTE HERE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. GEORGE CUTCLIFFE, jun., of 30, Cornhill, E.C., has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature in England.

Mr. James J. Hooper, of the Western Circuit, has been appointed to the Reordership of Southmilton, vacant by the death of Mr. J. Jerwood. Mr. Hooper was called to the Bar at the Inner Temple in 1852, and is one of the revising barristers for Hampshire and the Isle of Wight.

The Sheriffs' appointments for Staffordshire are: Under Sheriff, Edward Westland Bernard, Esq., solicitor, Stourbridge, of the firm of Messrs. Bernard and King; Acting Under Sheriffs, Hand, Blakiston, and Everett, Stafford.

# THE GAZETTES.

## Bankruptcy.

Gazette, Feb. 16.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.  
 ABBOTT, JOHN, costume manufacturer, Edgware-rd. Pet. Feb. 12. Reg. Brougham. Sols. Phelps and Co. Sur. Feb. 27.  
 BAKER, HENRY, clerk in the war office, Mount-st. Grosvenor-sq. Pet. Feb. 12. Reg. Hazlitt. Sol. Prall. Sur. Feb. 28.  
 COMYN, GEORGE EDWARD, stock and share broker, Angel-st. Throgmorton-st. Pet. Feb. 12. Reg. Peppys. Sols. Travers, Smith, and Co. Sur. March 7.  
 EDENBOROUGH, MELVILLE, wine merchant, Laurence Pountney-lane. Pet. Feb. 12. Reg. Peppys. Sol. Pettigall. Sur. March 7.  
 FALKENSTEIN, E., glass cutter, Providence-pl. Middlessex-st. Aldgate. Pet. Feb. 12. Reg. Hazlitt. Sol. W. L. Jones. Sur. Feb. 28.  
 KITTO, CHARLES WILLIAM, contractor to the Brazilian Government, Palmerston-bldgs. Bishopsgate-st-within. Pet. Feb. 12. Reg. Hazlitt. Sols. Truett and Co. Sur. Feb. 28.  
 LANE, MURRAY, Overington-gardens, Brompton. Pet. Feb. 14. Reg. Spring-Rice. Sol. Engel. Sur. March 6.  
 LANGRIDGE, THOMAS, Goldford-st, Russell-sq. Pet. Feb. 14. Reg. Spring-Rice. Sol. Leamy. Sur. March 6.  
 NEWMAN, EDWIN, jun., Clarendon-st, Finsbury. Pet. Feb. 15. Reg. Peppys. Sols. Messrs. Clayton. Sur. March 7.  
 PAGE, HENRY, and WALTER, ARTHUR MORETON, late clothiers, Pownall-rd, Dalston, and Catherine-st, Westminster. Pet. Feb. 12. Reg. Brougham. Sol. Malcolm. Sur. Feb. 27.  
 WARNE, WILLIAM HENRY, bedding manufacturer, Pittfield-st, Hoxton. Pet. Feb. 14. Reg. Spring-Rice. Sol. Chellum. Sur. March 6.

To surrender in the Country.  
 HARRISON, RICHARD THOMAS, cloth agent and merchant, Manchester. Pet. Feb. 14. Reg. Hulston. Sur. Feb. 28.  
 ROBERT, ALBERT, corn and coal merchant, Hunstanton. Pet. Feb. 14. Reg. Partridge. Sur. March 5.  
 WITCHELL, GEORGE, draper, Bristol. Pet. Feb. 12. Reg. Harley. Sur. March 5.  
 WOOD, SAMUEL, architect and farmer, Holmes-green, near Dalton-in-Furness. Pet. Feb. 14. Reg. Fostlethwaite. Sur. March 2.

## Gazette, Feb. 20.

To surrender at the Bankruptcy Court, Lincoln's-inn-fields.

KEY, JOHN, auctioneer's clerk, Clarence-rd, Dulwich. Pet. Feb. 18. Reg. Keen. Sur. March 5.

## To surrender in the Country.

ALFRED, GEORGE, baker and grocer, Hednesford, Cannock, and Rugeley, co. Stafford. Pet. Feb. 16. Reg. Clarke. Sur. March 7.  
 BARDEN, THOMAS, farmer, Barwath, co. Sussex. Pet. Feb. 17. Reg. Crippa. Sur. March 5.  
 BURKILL, ARTHUR HENRY, gentleman, Bridlington Quay, co. Yorks. Pet. Feb. 9. Reg. Woodall. Sur. March 6.  
 DROMBAY, FREDERICK WILLIAM CONSTANTINE, commission agent, Eastbourne. Pet. Nov. 15, 1876. Reg. Blaker. Sur. March 2.  
 HARRISON, ELIZABETH, spinster, Bridlington Quay, co. Yorks. Pet. Feb. 16. Reg. Woodall. Sur. March 6.  
 MITCHELL, ROBERT BRIGHTMORE, newspaper proprietor, Buxton. Pet. Feb. 16. Reg. Weller. Sur. March 9.  
 FELLOW, RICHARD BALL, merchant, Manchester. Pet. Feb. 16. Reg. Lister. Sur. March 5.  
 SOTHICOTT, JOHN, baker, Portsea. Pet. Feb. 14. Dep. Reg. Heliard. Sur. March 6.

## Bankruptcies Annulled.

Gazette, Feb. 13.

POCHIN, GEORGE, wheelwright, Cusby. Nov. 15, 1876.  
 URWIN, WILLIAM RODGER, grocer, Harton, near South Shields. March 1, 1869.

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 16.

ANKETELL, ROBERT THOMAS LE BAN, clerk in holy orders, West Wall. Pet. Feb. 14. March 1, at twelve, at office of Sol. Ollard, Woburn.  
 ARDLEY, DANIEL HENRY, hairdresser, Torquay. Pet. Feb. 12. March 5, at twelve, at office of G. W. Challis and Co., 12, Clements-lane, and J. W. Few, 79, Borough High-st, Southwark, London.  
 ARNOLD, JANE, nursery woman, Leeds. Pet. Feb. 14. March 1, at three, at office of Sol. Craven, Leeds.  
 ATKINSON, THOMAS, captain in the army, Waterloo hotel, Jermyn-st. Pet. Feb. 14. Feb. 5, at twelve, at office of Sol. Treherne, Bedford-row.  
 BELL, PETER, innkeeper, Cockermouth. Pet. Feb. 12. March 2, at eleven, at offices of Sols. Wicks and Bevan, Cockermouth.  
 BIRCH, CHARLES, Claypole. Pet. Feb. 13. March 6, at one, at the Ham hotel, Newark. Sol. Smith, Newark.  
 BLADES, WILLIAM CHARLES, joiner, Sheffield. Pet. Feb. 12. Feb. 28, at eleven, at office of Sols. Messrs. Webster, Sheffield.  
 BRADLEY, WILLIAM, grocer, Bristol. Pet. Feb. 12. Feb. 27, at two, at offices of W. H. Williams and Co., accountants, Exchange, Bristol. Sols. Britton, Press, and Inskip, Bristol.  
 BROOME, JOHN DARD, grocer, Maidenhead. Pet. Feb. 12. Feb. 23, at eleven, at office of Sol. Britton, Maidenhead.  
 BROTHERRIDGE, CHARLES YOUNG, grocer, Eilemsmere. Pet. Feb. 10. Feb. 28, at one, at the Angel hotel, Liverpool. Sols. Black-burne and Allen, Eilemsmere.  
 BROWN, CHARLES, stonemason, Louth. Pet. Feb. 12. March 1, at three, at office of Sol. Wood, Louth.  
 BROWN, HENRY, cooper, West Retford. Pet. Feb. 9. Feb. 23, at eleven, at office of Sol. Bladon, Gainsborough.  
 BURN, BENJAMIN HENRY, oilman, Haggerston-rd, Dalston. Pet. Feb. 14. March 5, at twelve, at offices of Sol. Banes, Basinghall-st.  
 CHAMNEY, THOMAS, boot dealer, Birkenhead. Pet. Feb. 12. March 6, at three, at offices of Sol. Downham, Birkenhead.  
 CLARK, JOSEPH, dealer in precious stones, Hatten-gin, and Cross-st, Hatteridge. Pet. Feb. 12. March 2, at twelve, at offices of Sols. Messrs. Brown-Kidder, John-st, Bedford-row.  
 CLARK, WILLIAM ABRAHAM, dealer in cones, Woodhouse Cottage, Tredgarn-rd, Bow. Pet. Feb. 3. Feb. 28, at two, at the Mason, Hill tavern, Mason's-avenue, Basinghall-st. Sol. Rigby, Hall Moor, Lillingdon.  
 CLARKE, GEORGE, farmer, Antingham, and Southrepps. Pet. Feb. 14. March 2, at twelve, at office of Sols. Chitlock and Woods, Norwich.  
 CLUTTERBUCK, CHARLES, mason, Cinderford. Pet. Feb. 12. March 6, at three, at office of Sol. Dighton, Micheal-dean.  
 CORRETT, JOHN, general shop keeper, Royal Arsenal, Woolwich, Ogley-st, Woolwich. Pet. Feb. 12. March 3, at three, at office of Sol. Cooper, Chancery-lane.  
 COLE, ALBERT SEYMOUR, victualler, Altrincham. Pet. Feb. 14. March 5, at two, at the Mitre hotel, Manchester. Sol. Phillips, Manchester.  
 CROFT, JAMES STOTE, tailor, Cleethorpes. Pet. Feb. 14. March 7, at half-past two, at office of Sols. Messrs. Mason, Great Grimsby.  
 DEELEY, JOSEPH, bootmaker, Birkenhead. Pet. Feb. 12. Feb. 27, at two, at offices of Sol. Downham, Birkenhead.  
 DRURY, RICHARD, farmer, Long Sutton. Pet. Feb. 14. March 12, at eleven, at offices of Sols. Mossop, Wright, and Mossop, Long Sutton.  
 DWYER, CHRISTOPHER, grocer, York. Pet. Feb. 12. Feb. 27, at three, at office of Sol. Crumblie, York.  
 DYSON, EDWARD, fireman at a cotton factory, Hyde. Pet. Feb. 8. Feb. 28, at eleven, at offices of Sols. Messrs. Hibbert, Hyde.  
 EVANS, WILLIAM, bootmaker, Sheffield. Pet. Feb. 12. Feb. 28, at three, at offices of Sols. Burdakin and Co., Sheffield.  
 FELLOWS, JOSEPH, boot manufacturer, Willenhall. Pet. Feb. 10. Feb. 28, at eleven, at offices of Sol. Sheldon, Wednesbury.  
 FITZGERALD, JOHN FOSTER VESKY, of no occupation, Vauxhall-bridge-rd. Pet. Feb. 18. Feb. 27, at one, at office of Sol. Watkin, Gray's-inn-sq.  
 FOULKES, HUGH, bootmaker, Birkenhead. Pet. Feb. 14. March 5, at two, at offices of Sol. Knowles, Liverpool.  
 FOWLETON, HENRY, beer retailer, Sheffield. Pet. Feb. 10. Feb. 27, at four, at offices of G. E. Gee, 23, Fir Tree-lane, Sheffield. Sol. Binns, Sheffield.  
 FREEBOROUGH, GEORGE, yeast dealer, Old Whittington. Pet. Feb. 12. March 1, at three, at offices of Sols. Cutts, Jones, and Middleton, Chesterfield.  
 GAMBLE, THOMAS JOSEPHUS, lithographic printer, Bradford. Pet. Feb. 12. Feb. 27, at eleven, at offices of Sols. Terry and Robinson, Bradford.  
 GATES, JOHN BROOK, builder, Knockholt Lodge, Longton-grove, Spidenham. Pet. Feb. 14. Feb. 28, at three, at the Guildhall tavern, Greenham-st. Sol. Bristol, London-st, Greenwich.  
 GODDARD, DANIEL, corn dealer, Odham. Pet. Feb. 13. March 5, at one, at office of Sol. Webb, Basingstoke.  
 GREEN, HENRY, butcher, Westbury. Pet. Feb. 7. March 1, at half-past eleven, at the Lopes' Arms hotel, Westbury. Sols. Dudd and Payne, Frome.  
 HAME, JOHN ROBERT, grocer, Hull. Pet. Feb. 8. Feb. 28, at eleven, at office of Sol. Priestman, Hull.  
 HANDS, THOMAS WOODWARD, tobacconist, Gateshead. Pet. Feb. 14. March 5, at eleven, at offices of Sols. Keenlyside and Foster, Newcastle.  
 HARRIS, CHARLES, merchant, Newcastle. Pet. Feb. 12. March 1, at twelve, at office of Sol. Garbutt, Newcastle.  
 HAWKER, WILLIAM, bootmaker, Liverpool. Pet. Feb. 12. Feb. 28, at twelve, at office of Sol. Carruthers, Liverpool.  
 HEWITT, WILLIAM, japanner, Sparkbrook, and Birmingham. Pet. Feb. 10. Feb. 27, at a quarter past ten, at office of Sol. East, Birmingham.  
 HETHERINGTON, WILLIAM, book-keeper, Liverpool. Pet. Feb. 12. March 5, at two, at offices of Sols. Tyrer, Kenion, and Tyrer, Liverpool.  
 HICKS, JOHN, cab driver, Bristol. Pet. Feb. 12. Feb. 28, at three, at office of Sol. Clifton, Bristol.  
 HODDAY, CHARLES HENRY, farmer, Alvechurch, co. Worcester. Pet. Feb. 10. Feb. 28, at eleven, at office of Sol. Morgan, Birmingham.  
 HOOPER, ROBERT, oil dealer, Bristol. Pet. Feb. 12. Feb. 27, at three, at office of Sol. Clifton, Bristol.  
 HORWOOD, WILLIAM, farmer, Yate, near Chipping Sodbury. Pet. Feb. 14. March 1, at two, at offices of P. Triggs, accountant, 29, Broad-st, Bristol. Sols. Benson and Thomas, Bristol.  
 HOWARD, CHARLES, draper, Maldon. Pet. Feb. 7. Feb. 27, at one, at the Inns of Court hotel, Holborn, London. Sols. Messrs. Park, High Wycombe.  
 HUGHES, HUGH, builder, Mold. Pet. Feb. 12. Feb. 24, at twelve, at office of Sol. Churton, Chester.  
 HUMPHREYS, EDWARD, land surveyor, Sand Dene. Pet. Feb. 13. March 3, at four, at office of Sol. Stanley, Nor.





## To Readers and Correspondents.

A. R.—You deserve no answer. Your ignorance is incomprehensible. All communications intended for the EDITOR (SOLICITORS' DEPARTMENT) should be so addressed, and similarly in the case of the EDITOR (LAW STUDENTS' DEPARTMENT).

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costs in a poaching prosecution—he might have refused them without assigning any reason. He voluntarily, however, lays himself open to attack by saying that if the rich wish to protect their amusements they must pay for it. This is equivalent to saying that in the opinion of Lord COLERIDGE game ought not to be considered property, and that a man who poaches on preserves does nothing worse than he would do were he to walk across Lord's during a match. Such an opinion may be entertained, but that it should be expressed on the Bench is a decided misfortune.

THE ATTORNEY GENERAL and MR. OSBORNE MORGAN are indisposed to extend the jurisdiction of County Courts. It is stated, however, that suitors are of a different opinion. There is less civil business at the assizes than there was formerly, and the reason assigned is that suitors go, not to London, but into the County Courts, by waiving excess, or by defendants consenting to those courts having jurisdiction—that they prefer to do this when the alternative is being hung up for an indefinite period in the Superior Court. This objection, however, would not apply to the assizes; but the truth is that numerous causes were entered for trial in London in the hope of getting to trial soon, when they might have been entered at the assizes, and this, in our opinion, is why the civil business in the country is small. The increase in business in the County Courts is really only in proportion to the increase in the Superior Courts, and we doubt whether the "block" has really sent much business into the County Courts.

ONE or two applications have been recently made to the Court of Appeal at Lincoln's-inn in bankruptcy matters for leave to appeal to the House of Lords, and it has been suggested that it is no longer necessary to obtain such leave. Sect. 71 of the Bankruptcy Act 1869, gives the right of appeal to the House of Lords "with the leave of the Court of Appeal." By sect. 9, sub-sect. 2 of the Judicature Act 1875, "The appeal from the London Court of Bankruptcy shall lie to the Court of Appeal in accordance with the principal Act," that is to say, just as if the Bankruptcy Court had remained consolidated with the other divisions of the High Court, as it was by sect. 3 of the Judicature Act 1873. Then, by the Appellate Jurisdiction Act 1876, by sect. 3, "subject as in this Act mentioned, an appeal shall lie to the House of Lords from any order or judgment of her MAJESTY'S Court of Appeal in England." It seems, therefore, impossible to say that leave is any longer necessary in order that a bankruptcy appeal should be carried to the House of Lords.

It is satisfactory to know that the Government is alive to the necessity of doing something to relieve the block in the courts, and to get rid of the scandal arising from the denial of justice which is caused thereby. The equity lawyers in the House revealed the true facts of the position in all their enormity, making a case which the ATTORNEY-GENERAL did not attempt to answer, and indeed which he had no desire to answer otherwise than by saying that it must be dealt with. We cannot say that the Government is wrong in hesitating considerably before increasing the number of Judges in the Common Law Divisions. There should first be an inquiry whether the Judges cannot be relieved of some of their work at chambers, and at Nisi Prius, by the official referees. If commissioners can try common jury cases on circuit, why should not the official referees do the same in London and Middlesex? If they are not qualified they ought to be. In the Chancery Division there is no such source to go to: one or more Judges must be appointed—this is admitted by the Government.

It is rarely that the Profession enjoys the privilege of receiving judicial interpretation of such an expression as "crotchety technicality." That expression was used by BRETT, J.A., in a case which courted and invited all the abuse which could properly be bestowed upon it by the Bench (*Lloyd v. Lewis*, L. Rep. 2 Ex. Div. 7), and in getting rid of it as summarily as possible the above mentioned expression escaped the Justice of Appeal. Some one or other has taken it offensively, for we find that in *Frederici v. Vanderzee* (at p. 73 of L. Rep. 2 O. P. Div.), the Justice of Appeal, referring to the expression he used in *Lloyd v. Lewis*, says, "I am told that I have been supposed to have used these words with respect to the decisions of some of the judges. I had no such intention, and what I said related to no particular person engaged in the case, but to crotchety persons who from time to time suggest technical subtleties in construing these rules." Really an explanation of this kind hardly deserved preservation in the "authorised" reports. The thin skins of the individuals, whoever they were, who took to themselves the epithet of the Justice of Appeal, might have been saved by a private communication of the explanation. We have to be thankful, however, that no reference is made to it in the head-note of the report, where we should not have been much surprised to find it thus: "Crotchety technicality—Meaning of: Per BRETT, J.A., in explanation, not applied in *Lewis v. Lloyd* to any Judges or counsel in particular, but to crotchety persons without distinction who suggest technical subtleties."

## The Law and the Lawyers.

THE author of the "appeal clause" in the last County Court Act claims for it the high distinction of having given rise to more decided cases than any section of any Act passed in the same year. The Law "Amendment" Society appears to have received the announcement with equanimity!

It is always matter for lamentation when a Judge unnecessarily lays himself open to criticism. Unhappily Lord COLERIDGE has done this more than once. He has described penal servitude as slavery, and, in spite of much adverse comment, he persists in so speaking of it when sentencing prisoners. He has now refused



### APPOINTMENT TO TWO IN JOINT TENANCY—ONE NOT BEING AN OBJECT OF THE POWER.

THE Master of the Rolls in *Re Kerr's Trusts*, which came before him on the 3rd ult., had to decide in what he said was a new case. A testator, by a will dated in 1862, had bequeathed certain funds in trust for his daughter for life, with remainder to her husband for life, with remainder to the children of the daughter as she and her husband by deed, or as the survivor by deed or will should appoint, and in default of appointment for the children of the daughter at twenty-one or marriage. There was no hotchpot clause. The daughter having survived her husband, in exercise of her power, by will appointed all her right and interest under the will of her father "unto her children Charlotte Morton and Catharine Young, their executors, administrators, and assigns, to hold the same unto and to the use of the said C. Morton and C. Young for their own absolute use and benefit." The testatrix left the above-named and other children her surviving. Charlotte Morton having been born before her mother's marriage, the question was what interest C. Young, the daughter born in wedlock, took under the appointment. The Master of the Rolls held that C. Young took a moiety only under the appointment, and in consequence of there being no hotchpot clause an equal share with the testatrix's legitimate children in the other moiety under the gift in default of appointment.

We do not quite understand whether Sir G. Jessel meant to decide that a joint tenancy created, or purported to be created, by way of appointment, is different from a joint tenancy created or purported to be created by immediate devise or bequest, or that the identical language which in an immediate devise or bequest would create a joint tenancy with all its incidents, is insufficient to create such a tenancy if employed by a mere appointor. So far as the case has hitherto been reported, it does not appear that there was anything beyond the form of the gift as one in ordinary joint tenancy from which any intention applicable to the point in dispute could be inferred. If the inference of the Master of the Rolls rested simply on the form of an appointment, which was to two persons as joint tenants, one of whom was incapable of taking, we are unable to satisfy ourselves of the propriety of the decision, for it seems reasonably clear that, notwithstanding the old *dictum* about joint tenancy being odious in equity, language which would create a joint tenancy with all its consequences in a devise or bequest, must also create a similar tenancy with like consequences, if used in an appointment. We do not understand that the learned judge at all wished to dispute the soundness of the rule in an ordinary case of joint tenancy, viz., that the failure, or incapacity to take, of one object enures for the benefit of the others, as was decided in *Davies v. Kempe* (Carter's Rep. 2), *Larkins v. Larkins* (3 Bos. & P. 16), *Morley v. Bird* (3 Ves. 629), to which his own very recent decision of *Re Coleman and Jarrom* (35 L. T. Rep. N. S. 614), following *Fell v. Biddolph* (32 L. T. Rep. N. S. 864), as to the effect of the failure or incapacity of a member of a class, is strictly analogous.

To discover the primary intention of a testator is often enough a task which taxes to the utmost the powers of the judicial interpreter, but when, contrary to the expectation of a testator, his primary intention is defeated by accident or operation of law, then, as it seems to us, it is generally speaking a mistake to endeavour to find out what the testator would have done if informed of the miscarriage that awaited his original intentions.

Such endeavours for the most part result in mere speculation, such as ought not to form the basis of judicial decision, and if indulged in would speedily render the conscience or sagacity of the individual Judge the measure of justice. In these failing cases we greatly prefer the certainty arising from following settled rules, or presumptions, or analogies, to any conceivable sagacity on the part of a Judge in divining the intentions of a testator, supposing him capable of such an effort. In the great majority of cases the rules or presumptions or analogies established by law do probably effect what would have been the intentions of a testator, but whether this be so or not, fixed rules of construction are of such paramount importance that we regret to observe any tendency to narrow or escape from them. When these rules are objectionable, as, e.g., the rules which require to be neutralised by hotchpot clauses or other special provisions, the remedy rests with the Legislature. In regard to one of these rules, viz., the rule that a gift of residue shall include everything not effectually disposed of, Sir G. Jessel, while unhesitatingly adhering to the rule, has, in his judgment in *Sugden v. Lord St. Leonards* (34 L. T. Rep. N. S. 372), well shown that in point of fact it would in many cases not accord with the testator's intention, and is, in truth, making a will for him. We are inclined to think that a similar adhesion to authority would have allowed the appointee in joint tenancy as being entitled *per tout* as well as *per mie*, and who in any case would have had the *ius accrescendi* by survivorship, if there had been no partition, to retain the whole of the appointed fund.

The case is not one of a remainder by appointment, though somewhat similar. In such a case, according to the opinion of Lord St. Leonards, which, perhaps, needs confirmation, if the particular estate fails, the remainder is not accelerated but continues such,

and the estate during the life of the intended taker goes as in default of appointment: (*Crozier v. Crozier*, 3 Dr. & Warren, 365, 366).

It is difficult to see why the joint tenant capable of taking should actually be in a worse position than if the appointment had been of a moiety in remainder after the death of the incapacitated appointee.

### SPECIAL REPLIES AND REJOINDERS UNDER THE JUDICATURE ACT.

FOUR cases (*Earp v. Henderson*, 34 L. T. Rep., N. S. 844; *London and St. Katharine's Docks Company v. Metropolitan Railway Company*, 35 Id. 733; *Hall v. Eve*, *Id.* 735; on appeal, 926; *Norris v. Beazeley*, *Id.* 845), have been recently reported by us, and from time to time alluded to in these columns, in all of which the same point was substantially involved, a point of some interest to students of the Judicature Acts, and of great practical importance to the pleader. In the three first mentioned cases, which were all originally before Vice-Chancellor Bacon, the question was whether, where in answer to a statement of claim a defence has been put in, the effect of which is to render it necessary for the plaintiff to allege new matter in support of his original statement, such new matter should be inserted in a reply or introduced by way of amendment into the statement of claim; whilst in *Norris v. Beazeley* the point under the consideration of the Common Pleas Division was almost precisely similar, the only difference being that there it was the defendant, who was also plaintiff by counterclaim, who claimed to be allowed to introduce the new matter into his rejoinder, or, as it really was, reply. The decision upon each occasion was to the effect that the proper method was to introduce the fresh matter by way of amendment of the previous pleading. The Chancery cases, which we shall notice before devoting a concluding word to *Norris v. Beazeley*, have been, however, overruled by the Court of Appeal in *Hall v. Eve* (*ubi sup.*), and the question raised in them we presume definitely settled.

After a consideration of the provisions of the Judicature Act 1875, we confess we are unable to see how the point could ever have been deemed arguable, and still less the force of the reasons upon which the learned Vice-Chancellor based his opinion. These, indeed, seem both to have originated in misconception and mistake. In the first place, he relied upon Order XIX., rules 14 and 19, it being enacted by the former that "no new assignment shall hereafter be necessary or used. But everything which has heretofore been alleged by way of new assignment may hereafter be introduced by amendment of the statement of claim," whilst the latter provides that "No pleading, not being a petition or summons shall, except by way of amendment, raise any new ground of claim, or contain any allegation of fact inconsistent with the previous pleadings of the party pleading the same." Now of course it is obvious that by rule 14 new assignments were abolished, but what was a new assignment? Merely a statement that the plaintiff was proceeding for another cause of action than that admitted in the plea. Again, all that is substantially laid down by rule 19, is that the old and well known principle of pleading that there must be no "departure," shall be preserved. In Coke upon Littleton (304a), a departure in pleading is said to be, "when the second plea containeth matter not pursuant to his former, and which fortifieth not the same;" and if the pleadings in the three cases we have alluded to are even superficially examined, we think that it will be quite clear that neither a new assignment nor a departure is contained in them. Taking *Hall v. Eve* as a representative case, we find the facts there very succinctly stated by Lord Justice James (35 L. T. Rep. N. S. 927.) "The plaintiff by his statement of claim said, 'I am entitled to specific performance of a certain agreement.' The defendants, by the statement of defence, said, 'You have committed breaches of the agreement which entitle us to put an end to it.' The plaintiff in his reply said, 'Your allegations are not true, and if they are, the things which you say I have done I was induced to do by you.' (A waiver of the breaches was also alleged.) In this reply no fresh cause of action is introduced, and there is no inconsistency with the statement of claim which, on the contrary, to use Lord Coke's expression, is fortified by the reply; all that is done is to get rid of the defence by means of a confession and avoidance. The second point taken by the learned Vice-Chancellor may be very briefly disposed of. In *Earp v. Henderson* (*ubi sup.*) he is reported to have said, in allusion to Form 9 of Appendix C. of the Act of 1875, that the note to the reply there given was: "The facts stated in reply should in general be introduced by amendment into the statement of claim." This is a misreading. We do not know what copy of the Act Sir James Bacon had in his hand, but in all that we have seen the words are: "The facts stated in this reply," &c., and, indeed, forms of special reply are given frequently in Appendix C. (See, amongst others, Forms 6, 10, 12, and 21.)

If the reasons thus given in favour of disallowing special replies had been much stronger than in our opinion they are, we quite agree with the Court of Appeal in *Hall v. Eve*, in thinking that rule 2 of Order XIX. must be taken as concluding the question. It is there provided that "No pleading subsequent

to reply other than a joinder of issue shall be pleaded without leave of the court or a judge," and what would be the use of having any pleadings whatever subsequent to reply, if the reply was in no case to consist of more than a mere joinder of issue? The *argumentum ab inconvenienti* was also put very strongly by Lord Justice James. "It was no part," said he "of the statement of claim to anticipate the defence, and to state what the plaintiff would have to say in answer to it. This would be a return to the old system of pleading in the Court of Chancery, which certainly ought not to be encouraged when the plaintiff used to allege in his bill imaginary defences of the defendant, and to make charges in reply to them." Sir George Bramwell also, after remarking that he was not influenced by any love of the old special pleading which he had done his best, for a quarter of a century, to get rid of, and which he was happy to think was at last abolished, observed that, even under that system, the rule was "that you should not leap before you came to the stile." . . . He considered it was a mischievous practice to anticipate a defence, because the plaintiff could not tell what defence would be raised, and so was bound to anticipate all the possible defences which could be raised, which must lead to great length of pleadings. After these remarks we have not much fear of the question raised in *Hall v. Eve* being again mooted; but the decision in the Appeal Court should be carefully noted, inasmuch as recent editions of the Judicature Acts, whilst calling attention to *Earp v. Henderson*, and the other two Chancery cases we have alluded to, have necessarily been unable to point out how they have been overruled by the final decision in *Hall v. Eve*.

To this decision we think *Norris v. Beazeley* is opposed. By rule 3 of Order XIX., it is in terms laid down that a set-off or counter-claim shall have the same effect as a statement of claim in a cross-action, and it is, in our opinion, flying directly in the teeth of that provision to hold that the defendant should not have the same right to allege new matter in his rejoinder as the plaintiff has to insert it in his reply. That a rejoinder, other than a simple denial of what is contained in the reply, is permissible, appears clearly from rule 2 of Order XXIV., and the argument that the effect of allowing such a rejoinder to be set up would be to cause protracted pleadings is of no more force in the case of a plaintiff by counter-claim than in that of a plaintiff by original action.

#### ON THE CONSTRUCTION OF WILLS.

##### GENERAL WORDS SUFFICIENT TO PASS REAL ESTATE.

It appears to us to be somewhat unfortunate that cases bearing solely on the construction of particular documents (other than well-known mercantile documents), should ever have been reported at all. As soon as one case is reported, it follows as a necessary consequence that another, somewhat different, is recorded; and so the cases multiply, a conflict of decisions in many instances ensues, and in the end, the construction of a particular document is made to rest upon one or the other of these conflicting decisions. (The construction must inevitably by these means become artificial, for instead of basing its decision on the document itself, the Court is tied down by former constructions given to other documents differing, in many respects from the one before it.)

This is strongly exemplified in cases where the question is, whether the real estate of a testator passes under a residuary bequest. The question came before the Exchequer Division in the case of *Evans v. Jones*, in the argument of which a startling conflict in the decided cases was made manifest.

In *Evans v. Jones* there was first a bequest in the following terms: "I give and bequeath to my said wife all my household furniture, linen, glass, china, plate, &c., and all my personal estate and effects whatsoever and wheresoever, and of what nature or kind soever," and then followed the words, "or whatever I may be possessed of at my decease, to and for her sole use and benefit." The Court held, upon the authority of *Wilce v. Wilce* (7 Bing. 664), and *Re The Greenwich Hospital Improvement Act* (20 Beav. 458) that the words were sufficient to carry the real estate which the testator was possessed of at his death. The cases relied upon by the other side were *Monk v. Mawdsley* (1 Simons B. 286) and *Cook v. Jaggard* (L. Rep. 1 Ex. 125); and certainly it does not seem to us an easy matter to draw a substantial distinction between the case in question and that last cited.

In *Monk v. Mawdsley* a *feme covert*, having power to dispose by will of personal property and of a real estate at N., by her will, after reciting the power, and giving several pecuniary legacies, continued: "I give, bequeath, and devise to my husband my two fields and house at Great Neston (being the estate of which she had power to dispose), likewise the remainder of my personalty, and all I may die possessed of at the time of my death." It was held that the fee in the two fields and house at Great Neston did not pass to the husband by force of the expression, "And all I may die possessed of at the time of my death." Sir John Leach treated the words as mere surplusage, and obviously not intended to pass real estate.

In *Cook v. Jaggard*, the testator disposed of his property as follows: "All the rest of my worldly estate, both real and

personal, I give, devise, and bequeath as follows:" [Then followed two specific devises of certain copyhold premises to S. W., and the heirs of her body.] "And all the rest, residue, and remainder of my personal estate and effects wheresoever and whatsoever, and of what nature, kind or quality soever the same may be, moneys, securities for money, or whatever I may be possessed of or entitled to at the time of my decease, I give and bequeath the same to my said daughter S. W., to and for her own use absolutely." The court held that the residuary clause did not pass to the devisee the remainder in fee of the copyhold premises specifically devised to her in tail.

In *Wilce v. Wilce*, on the other hand, under the following will, "As touching such worldly property wherewith it hath pleased God to bless me, I give, devise, and dispose of the same in manner following" [here followed several bequests] "and all the rest of my worldly goods, bonds, notes, book debts, and ready money, and everything else I die possessed of, I give to my son George," the court held that George took a fee in lands of the testator not specifically devised by the will. Tindal, C.J., in his judgment, said that by "everything else" must be understood everything else not before disposed of. The case of *Re The Greenwich Hospital Improvement Act* was still stronger. There a testator "gave" to his wife, for her use and benefit, "his lease, moneys, goods, furniture, plate, book debts, securities for money, and all other property of every description that he might be possessed of," and it was held that the real estate passed. The Master of the Rolls in that case said: "The words, it is true, are associated with many other words exclusively applicable to personal estate, which are sufficient to include every species of personal estate; the words that follow must apply to something beyond, and not being applicable to anything else, I think they must pass the real estate."

In the case of *Evans v. Jones* the Court dealt with *Cook v. Jaggard* as follows: "The question in that case was," they said, "Whether under these words the reversion in fee expectant upon the determination of the estate tail passed. They held it did not. The express devise in tail stopping them, left the reversion to go to the heir, and the subsequent words might well in such cases be read as not applicable to that omission, but to the other property, which was all personal." But it is not so clear that this was in fact the *ratio decidendi*. It is true that Channell, B., in the course of the argument, alluding to *Wilce v. Wilce*, said, "in that case there was no preliminary specific devise of the property whereof the remainder was held to pass under the residuary clause. Have you any case where a similar clause has been held to pass the remainder of the very property specifically devised in a former part of the will?" But in his judgment he took up a much stronger position. He said "Then come the words, 'or whatever I may be possessed of or entitled to—following the description given of the property bequeathed, as moneys, &c., and coupled with that description by the word 'or.' That I think, shows that the words refer to property *ejusdem generis* with moneys. In *Wilce v. Wilce* the words were—'and everything else I die possessed of,' thus making as it were, a new head of property." He then proceeded to say that the residuary clause in question only applied to personal property, but, assuming the contrary, he distinguished *Wilce v. Wilce* on the other ground put in the argument. Therefore it does not seem to us to be at all clear that *Cook v. Jaggard* was necessarily decided on the ground put by the court. At all events there is a direct conflict between the Exchequer Division and Baron Channell on one point which goes to the root of the decision in both cases. In the case of *Evans v. Jones* the word "or" is used as it was in *Cook v. Jaggard*, "or whatever I may be possessed of at my decease." And Channell, B., based his decision a great deal upon the fact of that word being used. But the court, in *Evans v. Jones*, dealt with that word in quite a different way to that in which it was treated by the learned Baron. "We think," they said, "the latter words need not be read as part of one clause containing general words following a particular enumeration, but that they may be read as introducing a new subject by the word 'or.'" A contradiction in terms, showing that there is not only an apparent but a real conflict in these several decisions.

#### LAW LIBRARY.

*Crockford's Clerical Directory*, 1877. Ninth issue. HORACE COX  
10, Wellington-street, Strand.

THIS is a very complete work, containing information of the most exhaustive character concerning the clergy of the Church of England. All who have business connexions with the clergy, or are interested in the purchase and sale of church property, can hardly dispense with a work of reference of this character. It appears to be thoroughly recognized by the clergy themselves, who, however, seem to have a great facility in sending information at the last moment. The editor, however, has done his best to deal with the exigencies of his position, giving all the additional matter in Addenda, and the result is a most comprehensive directory.

LEGISLATION AND JURIS-  
PRUDENCE.HOUSE OF COMMONS.  
Friday, Feb. 23.

## THE JUDICATURE ACTS.

MR. OSBORNE MORGAN, on rising to call attention "to the great and increasing delay which had occurred in the administration of justice," and to move that such delays could only be obviated "by an increase in the strength of the judicial and administrative departments of the High Court of Justice proportioned to the increased work imposed upon them," said that whatever differences might exist as to the resolution which he had placed upon the paper, no one could doubt that the time had arrived when we might fairly and usefully review the operation of the Judicature Acts. These Acts had been in operation nearly a year and a half, as legal years went, and it was not therefore too soon to take stock of their operation, and see how far the predictions which had been indulged in when they were under discussion had or had not been realised. Now he was bound to say that in one respect the working of the Acts had very agreeably disappointed public expectation. It was said that the judges could not safely be trusted to administer the new system until they had been educated up to its level. As far as his experience went no prediction could have been more unfounded. The judges had set to work honestly and loyally to carry out the new Acts both in the letter and in the spirit—both in the rules which they had framed and in the mode in which they construed the rules and the Acts themselves; and the consequence was that the new system had worked far better and more smoothly than anyone could have anticipated. How then, it might be asked, was it that everyone was complaining already of "the break of the Judicature Acts?" That was a question which he would endeavour to answer before he sat down. Now, some of his honourable friends might remember that when the Acts were under discussion he had pointed out that the result of improving their judicial system in the way they proposed to do would be to attract to the courts business which had never found its way there before; and, in that event, was it not to be expected that our existing machinery, which had been found barely sufficient for our existing wants, would break down under the additional strain thus imposed upon it? That apprehension was founded upon an assumption no doubt paradoxical in itself, but which was abundantly justified by experience, namely, that, up to a certain point, the result of every improvement in the administration of justice was not to diminish but increase litigation. (Hear, hear.) The fact was—humiliating as it was to admit it—that there were until very lately in England thousands of persons who deliberately consented to have their pockets picked, simply because they were more afraid of the law than of the law breaker. And, really, when he looked back at reports of cases decided some twenty or thirty years ago, and saw how the ingenuity of judges and counsel was strained to muddle away the merits of a case—how every importance was attributed to technicalities of pleading and practice, and none whatever to the right and justice of the case, he could scarcely wonder that a man having to choose between injustice and that sort of justice should deliberately come to the conclusion that upon the whole injustice was the lesser evil of the two. (Hear, hear, and laughter.) Well, but they had changed all that. It was scarcely too much to say that recent reforms had made our judicial system, once the most technical and artificial in the world, one of the most simple and certain. For the first time in its history a suitor might feel confident that he would not be turned out of the Temple of Justice because he had got in by the wrong door, and that, if his case had any "merits," those merits would not be overlooked, and the result might be seen in the increase of business to which he had called attention. (Hear.) Now he was far from thinking that such an increase was matter for unmixed regret. On the contrary, he thought that, so far as it showed that the public were beginning to put more confidence in the administration of justice, it was matter for congratulation. But before coming to figures, he wished to advert to another circumstance which had helped to aggravate the existing block of business in one important branch of the High Court. Before the passing of the Judicature Acts, cases in the Court of Chancery were usually decided on affidavit evidence. Now he knew of no more ingenious process for not getting at the truth of a case than this system of affidavit evidence. But it had one great advantage. It materially shortened the hearing of a case. For a practised eye could easily separate the relevant from the irrelevant parts of an affidavit, whereas such a process of elimination became much more difficult when the truth had to be extracted, bit by bit, from a stupid, or unwilling, or dishonest witness. Now the Judicature Acts had provided that

the evidence should be taken, as a rule, *vis à vis* in all the courts. But this change, which in the interests of truth was much to be commended, had been purchased at a considerable sacrifice of time, and the result had been that in the Chancery Division they had not only more cases to try but they occupied a longer time in trying them. Now he and other members had pointed out this at the time the Acts were debated, and had also called attention to the fact that the number of the judges of the Chancery Division had been fixed in the year 1841, at a time when railway companies and joint-stock enterprises generally were in their infancy, and when the wealth of the country and the materials for litigation were not a third as great as they were now. But they were arguing against the master of many legions, and if they had not the worst of the argument they were sure to have the worst of the division. The flat had gone forth that they might build their house as they pleased, but they must build it out of the old materials, and the result was to be seen in the figures to which he would now call attention. He wished to premise, however, that in his observations he would confine himself to the division in which he himself practised—the Chancery Division of the High Court; not but that delays equally scandalous would be found to exist in Westminster Hall; and he hoped that before he sat down some honourable friend of his would be found to throw light upon this part of the question. But he desired to dwell upon the state of things in the Chancery Division for two reasons—first, because he knew much more about it; and, secondly, because it was sometimes suggested that by some readjustment or redistribution of business they might get more work out of a common law judge. He believed that these suggestions were for the most part illusory. It was the old story of two persons trying to cover themselves with a blanket only large enough for one. If the one pulled it on himself the other was necessarily left out in the cold. (Hear, hear.) But, be this as it may, no such suggestion could be made as to the chancery judges. They worked as hard as men could work; they tried every question, whether of fact or law as it came before them; their courts were open practically all the year, and Parliament had lately shown its appreciation of their mode of conducting business by requiring the other judges to adopt it. Now what was the state of things in the Chancery Division? Before the Judicature Act came into operation the average number of cases waiting for hearing in the four courts of the Master of the Rolls and the three Vice-Chancellors at the beginning of each term was 800. At the beginning of the year 1875 it was 301; at the beginning of this year, when the Acts had been in operation a year and a quarter, the number had risen to 566, and the day before yesterday it was 698. But what was most significant was the gradual and progressive increase in these numbers. At the beginning of last year it was only 332, at Easter it had risen to 457, in June to 502, at Christmas to 566, and now it was 698! Well, but were these cases lighter? On the contrary, from a cause to which he had already referred, they were much heavier. And the strength of the judges, instead of being increased, was actually lessened, for under the old system the Lord Chancellor and Lords Justices were members of the Court of Chancery, and one of those learned judges could, and very often did, sit with great effect to hear cases set down before judges of the first instance. But this was no longer possible, for now the Appeal Court formed a distinct tribunal. Indeed, the case was now reversed, for one of the four Chancery judges, the Master of the Rolls, was now a member of the Appeal Court, and was actually sitting in that court at this moment, his own court being of course shut up. So that, instead of, as before, borrowing a judge from the Appeal Court, the Chancery Division might be required to lend a judge to that court. Now let him ask this question: For ten years before the Judicature Acts the average number of cases and matters yearly originating in the Court of Chancery had been 2500; last year it was 5111. Now if four judges and their staffs were barely equal to dispose of 2500 cases, how could less than four judges and their staffs be expected satisfactorily to dispose of 5111? So that what they were attempting to do in fact was to put a quart of water into a pint pot, and that was a process which could not be satisfactorily accomplished even by Act of Parliament. (Laughter.) They had all heard of the unfortunate damsels who for sins done in the flesh were condemned in another world to fill a tub which leaked as fast it was filled; but he thought the task imposed upon their judicial Damsels was at least as cruel, for they were required to empty a tub which filled twice as quickly as they could empty it. (Renewed laughter.) But how did all this work in practice? For that was what the House would wish to hear. Why, simply this: the Vice-Chancellors were at this moment hearing cases which were set down for hearing eight, ten, and twelve months ago. Here was a letter

written to him by a friend, in whose testimony he could confide, which gave a picture by no means exaggerated of a state of things which must be seen to be believed. "I have a case in your own court which has been waiting for hearing ever since March or April last, and it is still quite impossible to say when it will be reached. It only involves a short point of construction, and will not take half an hour when it comes on, but the parties will have had to wait almost a year for this half hour of judicial time. In the meantime it is impossible to administer and personal property of considerable amount, to the very great inconvenience of all concerned. Law taxes may be as bad in principle as *Banham* contended; but most suitors would find them a lesser evil than the present delay." Well, but suppose this "half hour of judicial time" seemed at last, and a decision pronounced, there was still the registrar's office to be passed, where a further delay of a month or six weeks took place, and then, if accounts had to be taken, came the most trying delay of all, that in the Judges' Chambers. He was told that it took at least a fortnight to get an appointment before the chief clerk, even for the most ordinary purpose. Let him read a letter received by an eminent firm of solicitors practising in the county represented by his honourable and learned friend opposite, Mr. Gregory, from their London agents, respecting a case in their office. It was dated the 14th Jan. 1877: "The order on further consideration made in May last has only within the last three weeks been obtained from the registrar. The share which Mrs. S. is interested in directed to be turned over to a separate account, with liberty to my party interested to apply. But before this can be done the costs must be taxed, the whole fund arranged, and the inquiry No. 2 answered. The contest with Mr. S.'s assignee will then have to be gone through. At the present time it certainly appears to us that at least a year must elapse before Mrs. S. can touch a single penny of its fund." And this in a country in which time was supposed to be money. Why, half the race in England would soon be presuming on this state of things to resist any just claim that might be made against them. (Hear, hear.) Only that morning a man had told him that he had been compelled to abate £500 of a claim to which he was as justly entitled as he (Mr. Morgan) was to his seat in the House, simply because he would have had to have waited two or three years before he could have established it, and the delay would have been ruin to him and his family. (Hear, hear.) Every one admitted the scandal—judges, counsel, solicitors, and suitors. He ought, perhaps, not to have said every one, for there was one most distinguished exception, the present Master of the Rolls. Sir George Jessel was, perhaps, the most rapid, acute, and clear-headed man who had ever sat upon the English Bench (hear, hear), but the value of his testimony in the present instance was, perhaps, a little impaired by one prominent trait in his character. He was a man who, as he himself had said, never entertained a doubt and never changed an opinion. (Laughter.) Now those who remembered how strenuously Sir George Jessel, when Solicitor-General, had opposed any increase in the judicial staff, would be prepared to hear that he had not altered his views on the subject. But even he could not say that there was a block in the Chancery Division; in fact, if his information was correct, there were at this moment 134 causes standing for hearing at the Rolls. But what Sir George Jessel was reported to have said was, that if it had not been for the common law actions which were brought into the Chancery Division, and if suitors would only take those causes elsewhere there would be no block in the Chancery Division. That was to say, if the Judicature Acts had never been passed, if suitors had not acquired the invaluable privilege of taking their causes to any court which they preferred, and if, too, the other courts were not themselves so crowded as to repel rather than attract them, then there would be no block in the Chancery Division. Was not that very much like saying, that if Napoleon Bonaparte's father had never happened to come across Napoleon Bonaparte's mother there would have been no battle of Waterloo. (Great laughter.) They must deal with things not as they might have been, but as they were, and as they themselves had made them. (Hear.) Well, then, the grievance being admitted, what was the remedy? Could they spare a couple of judges from Westminster Hall? (No.) These were the suggestions embodied in the amendment of his honourable friend the member for Cambridge (Mr. A. G. Marten). But to say nothing of the fact that some of them would not hold water in practice, they seemed to him too elaborate and specific to be dealt with on such an occasion as the present. Then there was the suggestion of his hon. friend the member for Newcastle (Mr. Cowen), to increase the jurisdiction of the County Courts. His hon. friend might be sure that when that proposal came before the House it

bridge—viz., that they were authorised to charge a certain fee per hour before sitting, and that this had been distasteful, and perhaps unjust, to suitors. He had come to the conclusion that if the fees were diminished or abolished recourse would be more frequently had to the referees, and if they were not otherwise fully engaged they might be employed in getting rid of the surplus business at Judges' Chambers. In regard to the vacant Registrarship, no doubt it would be necessary for the Lord Chancellor to fill up the appointment. The Government desired to remove the block of legal business by an increase of judicial strength if the object could not be attained otherwise (hear); but it must be borne in mind that the system of trying cases by one judge had hardly as yet had a fair trial. The block was caused by the great arrears of *Nisi Prius* cases. A vast saving of time would be effected if shorthand writers were utilised in the *Nisi Prius* Courts throughout the country as in Parliamentary Committees. He did not say that the Government were considering the proposal to increase the number of the judges in the Common Law Divisions, though, of course, if, after a fair trial, the arrears were found to be still increasing, there would be nothing for it but such an addition to the number of judges. As to the suggested further alterations in the judiciary system, there should first be a full trial of the present system, recently altered as it had been. At present he did not see his way to enlarging the jurisdiction of the County Court judges; nor did he think it would be well that criminal jurisdiction should be subordinated to the civil jurisdiction, and that the former should be exercised by the judges of inferior dignity. (Hear, hear.)

Sir G. BOWYER moved the adjournment of the debate; but the motion was negatived without a division, and the subject dropped.

The House went into committee on the Beer Licences (Ireland) Bill, and progress was immediately reported.

Sir M. HICKS BEACH moved that the committee on the sale of Intoxicating Liquors (Ireland) Bill should consist of seventeen members, and that Mr. Ion Hamilton and Mr. O'Shaughnessy should be added.

This was agreed to.

#### CONTINGENT REMAINDERS AMENDMENT ACT 1877.

AN ACT for the Amendment of the Law with respect to Contingent Remainders.

1. This Act may be cited as "The Contingent Remainders Amendment Act 1877."

2. This Act shall commence and come into operation on the 1st Jan. 1878, and shall apply only to instruments executed on or after that date, and to wills and codicils revived or republished by any will or codicil executed on or after that date.

3. A contingent remainder of an estate of freehold shall, if not otherwise invalid, take effect in possession, notwithstanding the want of a particular estate of freehold to support it, in the same manner as it would have taken effect if it had been a contingent remainder of an equitable estate, supported by an outstanding legal estate in fee simple. And in like manner a contingent remainder of a copyhold or customary estate shall, if not otherwise invalid, take effect in possession notwithstanding the want of a particular copyhold or customary estate of freehold to support it.

4. The legal estate, in the meantime and until such taking effect in possession as aforesaid, shall, if not otherwise disposed of, result to the settlor and his heirs, or customary heirs, as the case may be, as part of his old estate, or, if the contingent remainder be created by a will or codicil, to the heirs or customary heirs of the testator or other stock of descent, according to the rules of inheritance.

5. The rules as to invalidity by reason of remoteness which now govern contingent remainders of equitable estates shall govern contingent remainders of legal estates, both freehold and copyhold or customary.

#### THE JUDICATURE ACTS.

THE following is a copy of the resolution proposed by Mr. Marten, Q.C., M.P., which formed the subject of discussion in the House of Commons on Friday evening, Feb. 23:—

"With a view to facilitate the transaction of business in the High Court of Justice, it is expedient that the following provisions should be adopted:

1. That the office of Chief Judge in Bankruptcy should be separated from the office of Vice-Chancellor, and that the business of the winding-up of companies should be transferred to the Court of Bankruptcy; and that an additional judge of the Chancery Division should be appointed, who should take business set down before the Master of the Rolls, such additional judge to act as Chief

Judge in Bankruptcy until a separate judge in bankruptcy is appointed:

2. That a moderate fee for hearing before the official referees should be substituted for the present high rate of fees, so as to allow of the full advantage being obtained by the public of the institution under recent legislation of official referees:

3. That the jurisdiction of the County Courts be extended, so that the limit of pecuniary amount may be the same in common law as in equity:

4. That with regard to criminal business the principle of the constitution of the Central Criminal Court should be applied throughout England and Wales, and that criminal business requiring the presence of a judge of the High Court of Justice should be taken in connection with the local quarter sessions, and that a revision should be made of the classes of cases proper to be tried before judges of the High Court of Justice and before the Court of Quarter Sessions respectively, so that only the gravest cases may be reserved for trial before the judges of the High Court:

5. That, as regards civil business on circuit, there should be one list of cases for the circuit, each case entered being marked on the list for the place where the trial is desired, and the judge of the High Court proceeding from place to place as the amount of the business at each place permits; and that commission days for civil business be abolished:

6. That, so far as practicable, arrangements should be made for simultaneous sittings at Guildhall and at Westminster for the trial of civil cases."

#### JUSTICES' CLERKS BILL.

A BILL to Amend the Law with respect to the Appointment, Payment, and Fees of Clerks of Justices of the Peace and Clerks of Special and Petty Sessions.

WHEREAS by section nine of the Act, of the session of the fourteenth and fifteenth years of the reign of Her present Majesty, chapter fifty-five, intituled "An Act to amend the law relating to the expenses of prosecutions, and to make further provision for the apprehension and trial of offenders in certain cases," (in this Act referred to as "the principal Act,") it is provided that one of Her Majesty's Principal Secretaries of State (in this Act referred to as a Secretary of State), upon the recommendation of the justices, council, or other governing body as therein mentioned, (in this Act referred to as "the local authority,") may, by order, direct that the clerks of special and petty sessions and the clerks of justices of the peace within the jurisdiction of such local authority, or any of such clerks, are to be paid by salaries in lieu of fees and other payments, and fix the amount of salary so to be paid:

And whereas by the same Act the Secretary of State is authorised, on the recommendation of the local authority as therein mentioned, to order that certain business specified in the recommendation should not be included in fixing the salary of any clerk, and that such clerk should be paid for that business (in this Act referred to as accepted business), by fees and not by salary:

And whereas it is expedient to provide that all the said clerks should be paid by salary in lieu of fees, and to provide for the qualification, appointment, and fees of the said clerks:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. This Act may be cited as the Justices Clerks Act 1877.

2. Where at the passing of this Act an order under the principal Act is not in force for the payment by salary in lieu of fees of any clerk of special or petty sessions or clerk of justices of the peace within the jurisdiction of any local authority, that local authority shall, as soon as may be after the passing of this Act, and in any case before the first day of February, one thousand eight hundred and seventy-eight, make a recommendation to a Secretary of State in pursuance of the principal Act with respect to the payment of such clerk by salary in lieu of fees; and the Secretary of State shall make an order directing such payment; and if, in the case of any of the said clerks, such recommendation as enables a Secretary of State to make an order under the principal Act is not received by the Secretary of State before the said first day of February, the Secretary of State shall, in like manner (so nearly as circumstances admit) as if such recommendation had been duly made, make an order under the principal Act, directing the payment of such clerk by salary in lieu of fees for all business (other than the business of giving copies of depositions if that business is excepted by the order) and fixing the amount of the salary.

Every such salary may, if it is thought fit, be

made to vary according to the number of cases or amount of business.

Subject as aforesaid, every such salary shall be deemed to accrue from day to day, and shall be paid quarterly or at such less intervals as may be from time to time fixed by the local authority.

3. Where at the passing of this Act an order is in force under the principal Act for the payment of any clerk of special or petty sessions or clerk of justices of the peace by salary in lieu of fees, but an order has been made that such clerk should be paid for certain excepted business (other than that of giving copies of depositions) by fees and not by salary, this Act shall, so far as is consistent with the tenour thereof, apply, as regards the fees for the excepted business, in like manner as it applies where an order is not in force for the payment of a clerk by salary in lieu of fees.

Where any such clerk as aforesaid is, in pursuance of any Act of Parliament (other than the principal Act), paid by salary in lieu of fees, either for all business, or for all business other than that of giving copies of depositions, that clerk shall continue to be paid by salary in lieu of fees for all such business, and a recommendation need not be made with respect to such clerk in pursuance of this Act.

4. In each petty sessional division there shall after the first day of February, one thousand eight hundred and seventy-eight, or any later date at which an order for the payment of a clerk by salary in lieu of fees comes into operation in the division, be only one salaried clerk in the division to perform the duties of clerk of petty sessions, clerk of special sessions, or clerk of any justice or justices of the peace;

Provided that—

(1) Where special and petty sessions are usually held at more than one place appointed for the purpose in a petty sessional division, there may, if it seem fit, be a separate salaried clerk appointed in respect of each such place; and

(2) A secretary of state, on the application of the local authority, may, if he thinks fit, authorise in any case the appointment of more than one salaried clerk.

The salaried clerk (in this Act referred to as a clerk of a petty sessional division) shall be appointed from time to time by the justices acting in and for the petty sessional division in which he is clerk assembled in special sessions, and shall hold his office during the pleasure of those justices.

Where there is a salaried clerk of a petty sessional division, any fees which may be received by a clerk of special sessions, clerk of petty sessions, or clerk of a justice of the peace in that division, shall not be received by such clerk for his own use, but shall be received, paid, and accounted for as directed by section 11 of the principal Act, or by any Act specially relating to such clerk.

Nothing in this section shall apply to, or to the fees of, either a clerk of a metropolitan police court, or clerk of the justices of a borough, or a clerk to a stipendiary or other magistrate whose salary is regulated under any Act of Parliament other than the principal Act.

5. Every clerk appointed after the passing of this Act to be a salaried clerk of a petty sessional division, or to be clerk to the justices of a borough, shall either—

(1) Be a solicitor to the Supreme Court of Judicature; or,  
(2) Have served for not less than seven years as a clerk to a police or stipendiary magistrate, or to a metropolitan police court; or  
(3) Have served for not less than seven years as, or as assistant to, either a clerk of a petty sessional division, or a clerk to the justices of a borough, or (in the case of service before the passing of this Act) a clerk of special or petty sessions, or a clerk of a justice or justices of the peace.

6. Whereas by sect. 30 of the Act of the session of the eleventh and twelfth years of the reign of Her present Majesty, c. 43, intituled "An Act to facilitate the performance of the duties of justices of the peace out of sessions within England and Wales with respect to summary convictions and orders," provision is made for the making of tables of the fees to be paid to the clerks of special and petty sessions, and to the clerks of justices of the peace, and it is expedient to make such further provision as is hereinafter mentioned concerning the same; be it therefore enacted as follows:

The said sect. 30 is hereby repealed so far as relates to clerks of special and petty sessions and clerks of justices of the peace without prejudice to anything done in pursuance of that section.

Where it appears to a local authority that the aggregate amount received by the treasurer of that authority in respect of court fees unduly exceeds or unduly falls below the aggregate amount paid by that authority by way of salary to the clerks of petty sessional divisions, or in the



case of a borough to the clerk to the justices of the borough, or that otherwise it is expedient so to do, the local authority may make a table of the court fees which in their opinion should be taken, and shall cause such table, signed by the chairman, mayor, or other presiding officer of the local authority, to be laid before a Secretary of State, and a Secretary of State may, if he think fit, alter such table of fees and settle the same (having due regard to the relation of the aggregate amounts so received and paid as aforesaid), and certify that the fees in the table as settled by him are proper to be taken within the jurisdiction of the said local authority.

Where complaint is made to a Secretary of State that the aggregate amount received by the treasurer of a local authority in respect of court fees unduly exceeds or unduly falls below the aggregate amount paid by that authority by way of salary as aforesaid, he may, if he think fit, by order, require the local authority to make a return to him within the time specified in the order of the aggregate amount so received and paid during three years previous to the order, and if, on receiving such return, or on the failure of the local authority to make the return, he is, after making such inquiry as he think proper, satisfied of the truth of the complaint, he may, by order, require the local authority to make and lay before him, within the time (not being less than four months from the date of the order) specified in the order, a table of court fees in pursuance of this section, and if the local authority fail to comply with the order, he may, in like manner (so nearly as circumstances admit) as if the local authority had laid before him a table of fees in pursuance of this section, settle a table of fees and certify that the fees in that table are proper to be taken within the jurisdiction of the said local authority.

A secretary of state, upon certifying a table of fees in pursuance of this section, shall cause copies thereof to be sent to the clerk of the local authority to be by him distributed to the clerks of petty sessions divisions and clerks to justices within the jurisdiction of that authority, and if at any time thereafter any of those clerks, or any other person, demands or receives any other or greater court fee than such as is set down in the said table, he shall forfeit, for every such demand or receipt, twenty pounds, to be recovered by action of debt in the High Court of Justice by any person who will sue for the same.

Until a table is made in pursuance of this section, any of the said clerks may demand and receive such fees as he is at the passing of this Act lawfully authorised to demand and receive.

The expression "court fee" in this section means any fee, gratuity, or sum which may by law be demanded or received in respect of any business or act transacted or done by a clerk of special or petty sessions or a clerk of justices of the peace as such clerk, notwithstanding that by reason of such clerk being paid by salary, or of the provisions of this Act, he cannot receive the same for his own use, and includes fees for the giving of copies of depositions by any clerk mentioned in this section, whether received for his own use or not.

7. This Act shall, so far as is consistent with the tenour thereof, be construed as one with the principal Act; and so much of sects. 9 and 10 of the principal Act as empowers a Secretary of State to direct that a clerk be paid by fees in lieu of salary (either generally or in respect of exempted business), is hereby repealed.

#### NOTES ON THE COUNTY COURTS BILL.

It is no doubt very well known that Mr. Thomas Bradshaw, the learned Judge of County Court Circuit No. 1, is the author of the County Courts Jurisdiction Bill, 1877 (which we published in our issue of the 17th ult., page 276), in the sense that the learned gentleman drafted it upon the lines recommended by the Judicature Commissioners, in their second report, of which body Mr. Bradshaw was the secretary. We hope the following not altogether unfriendly criticisms on the Bill will prove interesting as reflecting the aims and purposes of the proposed measure, which will, no doubt, receive that attention at the hands of members of the House of Commons, whether sycophants or lawyers, which it thoroughly deserves:—

The scope and intent of the measure is to establish at certain convenient centres intermediate courts, that is, courts occupying a position between the existing County Courts and the High Court of Justice.

It may be expected that the Bill will have the support of the great towns whose interests are involved, of the provincial law societies, of the chambers of commerce, of the country solicitors, and merchants and traders generally, for its

practical object is to give the mercantile classes and others in the localities indicated facilities, which at present they do not possess, for the settlement of their disputes locally, and without the cost and delay necessarily attendant on litigation in the Supreme Court of Judicature. It is in effect a Bill for promoting free trade in law; sections 14, 15, 16, are an illustration of this.

No better proof can be given of the want of such courts in the great centres of trade than the popularity of the Mayor's Court of London, the Court of Passage at Liverpool, and the Salford Hundred Court at Manchester, though each of these tribunals is open to very serious objections.

It is well known that several of the judges of the Supreme Court are strongly in favour of changes in the direction pointed to by the Bill; partly it may be on general grounds, and from favour to the principle of local jurisdictions; but mainly it cannot be doubted from a practical desire to get something done to relieve the block in their own courts and offices, which is caused in a great measure by causes of a comparatively unimportant character, which would be much better tried locally, and which occupy at present an amount of valuable time of the judges of the Supreme Court which is wholly disproportioned to their merits.

It is in this direction that a remedy for the congestion in the courts and offices in London is to be sought; it is in this direction only that an effectual remedy is to be found. Common sense and experience say, distribute the business. Let the principle of distribution be adopted so far as relates to the administration of the law; but concentration also has its uses, and is necessary for control, for appeal, for the authoritative exposition and settlement of the law.

Many of the proposals of the Bill as to changes in the existing county court system, for example, the establishment of central courts with enlarged districts, the extension and equalisation of the various jurisdictions, uniformity in matters of appeal, reduction of the number of county court judges in certain districts, and giving limited judicial functions to registrars, are proposals which have the authority of the judicature commissioners in their second report. It is true that the Lord Chancellor (Cairns) did not sign that report, but though his dissent from certain portions of it relating to alterations in the circuits of the superior judges caused him to withhold his signature, he expressly reserved his approval (in a note to the report) of the greater part of its recommendations as to changes in the county court system.

When Lord Selborne, C., introduced the Judicature Act, 1873, into the House of Lords, he stated that he did not propose to give effect to the recommendations of the commissioners in their second report, that the county courts should be made constituent parts of the Supreme Court of Judicature; nevertheless he carefully avoided expressing any intention not to give effect to the recommendations of the commissioners for giving extended jurisdiction to the county courts, subject to a power of removal into the High Court of Justice. But, apart from this negative inference, Lord Selborne may be claimed as a supporter of the principle of the Bill, as having signed, without qualification, the second report of the commissioners.

There are therefore practical reasons justifying the introduction of such a measure, and there is high and weighty authority for its main proposals.

Jurists would probably prefer, instead of increasing the jurisdiction of the County Court, that district courts, branches of the High Court of Justice, should be established. But in the first place it is more than doubtful if the House of Commons would listen to a private member, even though supported by the chambers of commerce and local law societies of the great towns interested, who should attempt at this early stage to take upon himself to amend the Judicature Acts; and, besides, it is absolutely certain that no private member of sufficient mark and standing to move the introduction of the Bill would consent to undertake such a duty. That is for the Government, if thought desirable. The Bill may be remodelled in that direction without much difficulty, if the Lord Chancellor thinks fit. But if the Government are willing to assist, or to allow the passing of the Bill in its present or any modified form, as a tentative measure, it does not require the gift of prophecy to pronounce that within a very few sessions the true scientific principle of a great national court of justice, which so many jurists have looked forward to, and longed to see, will for the first time be embodied in English legislation since the Norman centralizing spirit drove out the Saxon local jurisdictions; and that the courts constituted by this Bill, and others it may be, will, in such manner as a larger experience shall suggest, become and be united to the Supreme Court of Judicature as integral parts or branches of that court, thus

combining all the advantages of a local administration of justice with and under a central authority.

Opposition to the measure may be anticipated from two classes of person: First, from those who honestly on public grounds advocate a policy of parsimony with regard to all expenditure on the administration of justice; and, secondly, from those who think their individual interests may be imperilled or prejudiced by any interference with the existing order of things.

With the first-named class no arguments will avail, but such as show that some saving will be effected, either presently or in the immediate future; or, at any rate, that no further burthen will be laid on the national Exchequer. Even these economists will find some difficulty on their own principles in withholding their approval and co-operation, when they have the figures placed before them. They are well worth examination and careful study.

Speaking roundly, the receipts into the Exchequer—payments by suitors, as fees in respect of proceedings in the courts comprised in the bill—amounted in 1875 to £142,000.

That includes the fees received by the registrars for their own use.

Thus:—Fees paid into the Exchequer .....	£125,501
Fees taken by registrars for their own use .....	16,505
That is what the suitors paid in 1875 for the use of the courts comprised in the Bill .....	£142,006
The charge during the same period, being salaries of registrars .....	£24,744
Fees taken by registrars (as above) .....	16,505
	51,249

Surplus £109,357

So that in round numbers there would be a sum exceeding £90,000 available for payment into the exchequer, as an actual surplus arising from the courts comprised in the Bill, subject only to the charges of audit and for the high bailiff's department, which there are no means of ascertaining, but which cannot be very large.

Besides this, however, there will also be a considerable prospective saving, if parliament could approve the proposals of the Bill as to superseding gradually, and as vacancies occur, the existing registrars, and transferring their duties to the judicial registrars; while at the same time the administration of the courts, which is the first and paramount consideration, would be equally efficient.

The great towns are becoming enlightened in respect of these matters; they are gradually becoming aware of the enormous load of taxation laid upon them, and which they are called on to pay for a purpose no doubt in itself admirable, namely, the bringing justice home to the doors of divers persons living in the sparsely populated agricultural districts, but with whom they have no connexion whatever, and they think they are only demanding bare justice—the supposition that they are to continue to pay the oppressive fees that produce such results—if they ask that a portion of them shall be applied to make provision for their own wants and requirements.

Under the head of salaries and travelling allowances to be paid to the judges there will be a small immediate deficiency, owing to the pensions proposed by the Bill; but this, as the pensioned judges die out, will gradually be converted into a small eventual surplus; and as six of the judges were appointed in 1847, and have therefore served for upwards of thirty years in a judicial office, it is to be hoped that the House of Commons will not grudge their well-earned retirement. Opposition on this score is scarcely to be apprehended even from the Chancellor of the Exchequer, who may satisfy himself, if he will be at the trouble to inquire for their baptismal certificates, that their pensions need not unnecessarily trouble him.

The Bill will affect—

Judges of existing county courts .....	20
Of these it proposes to do away with seven; six pensioned judges, and one death (a) vacancy not to be filled up .....	7
It removes into the courts vacated by the pensioned judges .....	6
It creates new judges .....	7
	20

There will, therefore, be under the new arrangements seven judges less than under the existing arrangements.

Existing charge:

Assuming that the six judges appointed in 1847 are willing to retire, their salaries and travelling allowances, taken together, amount to .....	£11,400
The remaining fourteen judges' salaries and allowances (say) .....	25,000
	£36,400

(a) The death vacancies for the six years 1871-76 inclusive, average 3½ per annum.

*Proposed charge:*

7 principal County Court judges' salaries and allowances .....	£21,000
6 County Court judges' salaries and allowances (say) .....	10,200
1 death vacancy not to be filled up .....	9,000
6 pensioned judges .....	9,000
20	
Deficiency .....	£25,000
To be reduced as the pensions fall in .....	9,000
Eventual surplus .....	£4,000

The proposed charge is calculated on the assumption that the seven principal County Court judges would be selected in the first instance from the body of the existing County Court judges.

The members of the Bar and the London solicitors are the persons pointed to in the second class of those above referred to as probable opponents of the measure. To them it must be made absolutely clear that there is no sort of intention to create a local quasi superior court to compete with the assizes.

The principal County Courts will, in the opinion of persons most competent to form a judgment, have plenty of substantial business of their own; and if that is disposed of by them sufficiently to the satisfaction of the profession and the public to attract business of a more important character, if, to use a homely illustration, people choose to come to the shop for more costly and valuable articles owing to the excellence of its ordinary staple, no one can justly complain.

As things are at present, those only who are practically acquainted with the fact can tell what a muddle a great County Court presents, with its small debt cases and its more important business, more or less unassorted and mixed up together.

It may not be generally known that while the judge is sitting solemnly in court trying the most trumpery disputes, which as the law now stands the registrar cannot try, involving it may be a few shillings in a tradesman's account, the registrar is not unfrequently hearing under the judge's delegation an argument on some nice point of bankruptcy law, in which many hundreds of pounds may be at stake.

Then the remanets, and the costs of them to the suitors. The judge of County Courts who has a mixed circuit, comprising a large court and several smaller ones, lives in a state of perpetual drive. No sooner does he get well into his cause list at one place than he finds the time approaching when he is due at some other place, and there he has to go, leaving perhaps part heard and important causes behind him. It may be, and often is the case, that at the court whither he is thus bound to go there is next to nothing for him to do, absolutely not a single case that could not be equally well disposed of by a registrar, or that requires for its decision anything resembling judicial qualities.

No greater or more unseemly waste of judicial power can well be imagined. It can be compared to nothing so well as the proceedings of the Circumlocution Office. But the cost to the suitors is no laughing matter. Surely such anomalies require only to be stated in order to be corrected. How and in what manner a remedy is to be applied is not so important. It is not a question of names, if the substance can be obtained.

The bill proposes a method of concentration and distribution of the business at once simple and effectual. It substantially redresses the existing anomalies; it meets the practical want of the great towns for a decent and dignified intermediate court for the settlement of their disputes locally; and it has the merit of coming before the House of Commons with the sanction of the Judicature Commissioners for its main proposals.

The reparation of the more important business will be effectually made if the judicial registrar has a primary jurisdiction to dispose of the small debt cases.

To the objection raised by Mr. Gainsford Bruce, who is a friendly critic, and whose opinion deserves weight, both on his own account and as representing the opinion of the junior Bar, that it is undesirable to give judicial functions to registrars, as a small judge is a great evil, the simple and conclusive answer seems to be, that registrars of County Courts, who are not judicial registrars but solicitors for the most part in actual practice in their districts, do in fact now exercise far more extensive judicial functions than it is proposed to confer upon the judicial registrars.

Indeed the bill will operate in two ways to check and curtail these powers, by setting the judges at liberty and making it their duty to attend to the more important matters, and by confining the jurisdiction of the judicial registrars to small cases of debt or damage, or to matters which are ministerial only.

The judges are to retain all the special jurisdictions conferred upon the County Courts, except in proceedings specially designed for the protec-

tion of the poorer classes, as for example, proceedings under the Friendly Societies Acts, and even here there is a liberal power of rehearing by the judge.

If the Schedule (B.) of excepted jurisdictions be examined, it will be found that everything that could possibly present any difficulty is by the Bill itself withdrawn from the cognizance of the judicial registrars; and it will of course be to their interest to transfer everything of any real importance to the judge, so as to relieve themselves from responsibility; and this it may be hoped will be a sufficient safeguard against difficult cases being disposed of by incompetent persons.

It will perhaps be objected to the proposed concentration of business at principal County Courts that expenses may be increased by the parties and their witnesses having to travel greater distances. That this may be so in some cases is possible. But we are told, these are the words of the Judicature Commissioners, 2nd Rep. p. 18, founded on the evidence they had taken: "We are told, and are satisfied that there are at present important matters tried at County Courts in small towns where there are no advocates, and that the cost of bringing them specially from a distance more than outweighs the expense of taking the parties and their witnesses to the place where the advocates exercise their profession. Bearing in mind the vast addition made to the means of communication by railways since the County Courts were established, and the greater power of classification and arrangement of causes that will exist if our recommendations are adopted, we doubt if the expenses of the parties to such causes will be increased."

As to salary, if the judicial registrar is to relieve the judge from the labour of travelling, he is to be fairly paid, looking to the routine and ministerial nature of his duties. But it will be seen that the judge has to provide the brains and higher qualifications. Indeed the judge will have no sinecure. It is calculated that he would sit about 200 days in the year, and on many of these days he would have still to travel considerable distances. Par. 2 of section 20 is intended really and truly to bring justice home to every man's door by enabling the judge when cases arise in which a personal view of the *locus in quo* is desirable, or when delicate, or aged, or very numerous witnesses reside in the locality where the cause of action arises, to go to the cause instead of bringing the cause to the centre where he ordinarily sits.

It is to be hoped that public opinion would compel the judges to give full effect to this provision, but it is impossible to insert in the Bill a compulsory clause providing for all cases.

Enough has been said to show that if the powers conferred upon the judges of the principal County Courts of hearing causes for any special reason at places which are not centres are honestly exercised, the expenses will be considerable; and, to the extent to which the suitors are relieved these expenses will have to be paid by the judge out of his own pocket. Perhaps this may help to neutralise opposition to the proposed increase in their salaries. But the fact, though it may not yet have attracted the attention of Parliament, that registrars of County Courts are now receiving remuneration exceeding and in some cases largely exceeding the salaries paid to the judges of these courts, will speak for itself to the House of Commons.

If it be objected that the proposed scheme is too partial, too tentative, the answer is that this is deliberately done. The requirements of the different parts of the country are not the same. The same kind of courts are not wanted in the agricultural districts as are wanted in Leeds, Birmingham, Bristol, and other such places, where far more important and complicated questions are constantly being raised. Indeed the crucial mistake hitherto in the legislation for the County Courts has been its uniformity. The plains of Northumberland and the bucolic districts of Bucks are treated precisely on the same footing as Leeds and Newcastle; yet nothing can well be imagined more diverse than their respective requirements. Further, it may be said that this is deliberately done in the interests of public economy. Here again the recommendations of the Judicature Commissioners may be cited, 2nd Rep. p. 20: "In order to avoid claims for compensation, we recommend that power be given to make alterations from time to time as vacancies arise. The system may be adopted gradually."

It is upon the wise and tentative basis thus laid down that the measure is framed. It is proposed to constitute principal County Courts at certain centres where changes in the direction indicated by the Bill are confessedly very much wanted. If the experiment is successful, if it should be found in practice to work well, it may be extended by degrees (sect. 4) by Her Majesty's Orders in Council; while the House of Commons retains its constitutional control, reserving to itself (section 6) power over the salaries of the judges.

If it be objected that the jurisdiction conferred by the Bill upon the judges of principal County

Courts is very large, the answer is, that the County Court judges already have this jurisdiction.

In common law matters, by consent of the parties to the litigation, they have jurisdiction unlimited by the amount of the claim.

In equity matters, so far as that jurisdiction is at present conferred upon the County Courts, and in bankruptcy, they have and exercise at present all the powers and jurisdiction of a judge of the High Court of Chancery. And for a further answer it may be said, let fit judges be appointed. The field of choice is ample. If men in the body of the County Court judges are not deemed eligible, barristers of ten years' standing, from whose ranks the judges of the Supreme Courts are recruited, will be available. Indeed it seems very desirable that the persons appointed to preside over the principal County Courts should be taken from the class which supplies judges to the Supreme Court. They ought to be the best men obtainable. Their qualification is to be precisely the same as that of the judges of the Supreme Court. They should rank accordingly. The position proposed for them is that formerly assigned to the Bankruptcy Commissioners, whose provincial jurisdiction they have inherited, in addition to all their own other jurisdictions. It is believed that the country would command the services of men in every way qualified for 3000 a year, the salary paid to the Railway Commissioners, and especially if marked judicial excellence were from time to time to be rewarded by promotion to the superior Bench. The judges of the principal County Courts should be no otherwise below or inferior to the judges of the High Court of Justice than those judges are below the judges of the Court of Appeal; but they would necessarily reside in their circuits, they would be stationary, and far less expensive.

Since the legislation of last session the single judge system is the one appointed by Parliament for courts of first instance; and by this enactment the last plausible objection to the large jurisdiction proposed by the Bill to be conferred upon the judges of principal County Courts seems to be removed.

If mistakes occur, as they must and will occur, the decisions and orders of the judges of these courts will be subject to appeal and correction precisely in the same way as those of the judges of the High Court of Justice now are under the Judicature Acts. It may, however, be open to consideration whether, in order to avoid multiplicity of appeals, the appeal from the principal County Courts should not go at once to the Court of Appeal, just as the appeal from the registrar in bankruptcy, when sitting for the Chief Judge, goes direct to the Lords Justices.

The only matter remaining to be touched on is the precedence and increase of salary proposed to be given to the judges of County Courts under sect. 24. This section is no doubt a rider to the main purposes of the Bill. It seeks to give effect to the public opinion, so strongly expressed last year in the press, as to the claims of the County Court judges for an increase of salary, especially as their labours and responsibilities will be much increased by sect. 17 of the Bill.

Now, putting aside all consideration for the judges themselves, it may be confidently asserted that the interests of justice suffer by the want of an official recognised status of the County Court judges. It is far more difficult to keep order in an ordinary County Court than at quarter sessions, and this may and undoubtedly is to be attributed to the deference paid to the recognised status of the magistrates. The judge in the County Court finds himself addressed in all manner of ways, from "My Lord," to "I say, Mr.," or "Good gentleman," a want of uniformity which is not conducive to the dignity or even decency of the tribunal. And it must be borne in mind, if the objection is made, that there are very few County Court judges in London. Their number is scattered all over the country in units, so that the serjeants and Queen's counsel need not fear swamping. But the precise place in the table of precedence is not so important, as that, both as regards themselves and the public, in the interests of justice itself, it is desirable that the County Court judges should have some defined and ascertained rank assigned to them.

## SOLICITORS' JOURNAL.

In another column we publish "A Bill to Amend the Law with respect to the Appointment, Payment, and Fees of Clerks of Justices of the Peace and Clerks of Special and Petty Sessions." This is a Government Bill, having been proposed and brought in by Sir Henry Selwin-Ibbetson and Mr. Secretary Cross. We referred to the measure in our last issue, when we also published an interesting letter from a "Clerk of Justices" in a large borough, which letter disclosed many objections to the Bill as it at present stands. These should

GERHARD (Jas.), Wallgate-street, Wigan, provision dealer and pawnbroker. March 21; Frank Adcock, solicitor, Wigan. April 10; V.C. B., at twelve o'clock.

HOLLAND (Elizabeth), Longton and Blinton, both in Stafford, earthenware manufacturer. March 17; Adderley and Martineau, solicitors, Longton. April 17; M. R. at 12 o'clock.

HADDOX (Thos.), Skinner-lane, Birmingham, screw rivet manufacturer. April 7; E. Jacques, solicitor, 46, Cherry-street, Birmingham. April 20; M. R. at twelve o'clock.

MERRIMAN (Emily), Dorchester, widow. March 15; B. Gray, solicitor, 94, Edgware-road, Middlesex. March 22; V.C. M., at 12 o'clock.

MORGAN (Chas.), Cwmaman, Carmarthen, colliery proprietor. March 31; Chas. Norton, solicitor, Swansea, Glamorgan. April 11; V.C. M., at twelve o'clock.

MILLER (Jas.), 48, Eastcheap, London, and Grove-road, Windsor, Berks, solicitor. March 28; A. Jenkinson, solicitor, 48, Eastcheap, London. April 13; V.C. H., at twelve o'clock.

STEPHENSON (Elizabeth), Scarborough, York, widow. March 24; Alfred Tate, solicitor, Scarborough. April 18; V.C. M., at 12 o'clock.

TOCKRE (Jos.), Well's-road, Bath, coal merchant. March 31; Thos. W. Gibbs, solicitor, Bath. April 19; V.C. M., at twelve o'clock.

TAVERN (Geo.), 39, Pelham-street, Spitalfields, Middlesex, a publican. March 29; R. Charles, solicitor, 37, Grace-church-st., London. April 11; V.C. H., at twelve o'clock.

WILKINSON (Jno.), the younger, Lowesale in Garadale, Sedburgh, and West Riding, York, farmer. March 27; Robt. F. Thompson, solicitor, Kendal. April 10; M. R., at eleven o'clock.

WILSON (Eleanor), Waterloo-terrace, near Whitehaven, Cumberland, widow. March 24; Augusta Holder, solicitor, Whitehaven. April 10; M. R., at eleven o'clock.

#### CREDITORS UNDER 23 & 25 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALLART (Wm.), Dogsthorpe, Northampton, valuer and surveyor. April 20; Brown, Atter, and Brown, solicitors, Queen-street, Peterborough.

ACHES (Elizabeth), Codicote Bottom, Codicote, Hertford. July 2; Armiger Wade, solicitor, Hitchin, Herts.

BRAVER (Jano), West Sandfield House, Stoke-next-Guildford, Surrey, widow. March 31; Futvey and Co., solicitors, 22, John-street, Bedford-row, London.

BIGGS (Thomas), 323, Bristol-road, Edgbaston, Birmingham, gentleman. March 31; Whately, Milward and Co., solicitors, 41, Waterloo-street, Birmingham.

BARKER (Wm.), Margate, Kent, gentleman. April 21; Sankey and Co., solicitors, 11, Cecil-square, Margate.

BROWN (John), Colman-street, Kingston-upon-Hull, gentleman. April 2; Lightfoot, Earnshaw and Frankish, solicitors, Hull.

BIRLEY (Arthur L.), Milbanke, Kirkham, Lancaster, Esq. April 2; Wm. J. Dickson, Kirkham.

BRIDLE (Jno.), Little George-street, Melcombe Regis, Dorset, gentleman. May 1; E. N. Howard, solicitor, East-street, Weymouth.

BAKER (Frances), Malden, Essex, spinster. March 16; J. S. Pope, solicitor, Trinity-street, Colchester.

BARRINGTON (Francis L.), Hutton Hall, Durham; Kearsney Abbey, near Dover, and Piccadilly, Middlesex, Esq. May 31; Gamlen and Son, solicitors, Gray's-inn, Middlesex.

COTTEMAN (Richard), 150, Park-road, Peckham, Surrey. March 10; Rogers and Chave, solicitors, 11, Queen Victoria-street, London.

CARR (Walter), 101, High-street, Stoke-Newington, Middlesex, draper. March 31; L. Chave, solicitor, Wandsworth, Surrey, and 14, Queen Victoria-street, London.

CLARK (Thos.), Derrindale, Hereford. March 31; Henry C. Beddoe, Clerk, Close, Hereford.

CHICKENWORTH (Thomas L.), 17, Oriental-place, Brighton, Sussex. March 31; W. R. Wood, 124, Western-road, Brighton.

CRISPIN (Edgar R. L.), 1, Harrington-square, Middlesex, and of Modbury, Devon, Esq. April 1; W. Elgood, solicitor, 48, Lincoln's-inn-fields, London.

CAMP (Jno. E.), Great Easton, Essex, farmer. March 23; Wade and Knecker, solicitors, Great Dunmow, Essex.

CRAIG (Richard), Preston, provision merchant. March 20; W. and A. Ascroft, solicitors, 4, Cannon-street, Preston.

COWAN (Jno. T.), Iver-grove, Bucks, and 26, Abbey-place, St. John's Wood, Middlesex, Esq. March 31; Harrison and Co., solicitors, 19, Bedford-row, London.

CLARK (Jas.), formerly of 80, Boundary-road, St. John's-wood, Middlesex, Cavalier, Vintner, Londonale, Londonale, Surrey, gentleman. April 21; W. H. Nicholls, solicitor, 4, Lincoln's-inn-fields, London.

DRAY (Pearson), Broadstairs, Kent, Brewer. April 21; Sankey and Co., solicitors, 11, Cecil-square, Margate.

DAY (Ann), Belper, Derby, widow. March 31; J. G. Jackson, solicitor, Belper.

DUPLEY (Wm.), Birmingham, and Hall Green, Yardley, Worcester, merchant and jeweller. March 31; Sanders and Bradbury, solicitors, 20, Temple-row, Birmingham.

DE MERIC (Victor), 25, Brook-street, Grosvenor-square, Middlesex, surgeon. April 16; T. G. Brower, solicitor, 31, Crutched-f-lane, London.

DEVENISH (Elizabeth), Upwey, Dorset, spinster. May 1; E. N. Howard, solicitor, East-street, Weymouth.

DOWMAN (Samuel), Burnley, Lancashire, cabinet maker. April 1; Arindale and Arindale, solicitors, Burnley.

DEACON (Jas. William), 35, Silwood road, Brighton, Sussex, Esq. March 15; Hunters, Gwatkin and Co., solicitor, 9, New-square, Lincoln's-inn, Middlesex.

EDEN (Jno.), Scotch Stores, 122, Oxford-street, and of Seaford-lodge, 38, Malde-valle, Edgware-road, Middlesex, licensed victualler and wine merchant. May 1; J. Indermarke, solicitor, 1, Devonshire-terrace, Portland-place, Middlesex.

ELLIS (Samuel), 17, Gloucester-street, Sheffield, gentleman. Brown and Son, solicitors, 1, St. James-street, Sheffield.

GARLAND (Francis), Marchington Woodlands, Hanbury, Stafford, farmer. March 20; Edward J. Blair, solicitor, Uttoxeter.

GREAVES (Walter S.), 14, Windsor Esplanade, Cardiff, Glamorgan. April 7; C. Waldron, solicitor, Church-street, Cardiff.

GELDAIT (Rev. Jas. Wm.), LL.D., Kirk Deighton, near Wetherley, Yorks. April 10; Rev. Jas. Wm. Geldart Kirk, Deighton, and Henry C. Geldart, banker, Huntingdon.

GRATEX (Thos.), Leekwith-road, Llandaff, Glamorgan, yeoman. April 21; J. W. Morris, solicitor, 20, High-street.

GROVES (Richard), Badlesmere, Kent, farmer. March 13; Tassell and Sons, solicitors, Faversham.

GOLDENITH (Jas.), formerly of Albert-road, Hove, Sheffield, but late of Harwood street, Sheffield, gentleman. April 26; A. Taylor, solicitor, 6, Norfolk-row, Sheffield.

HOBBS (James), 8, Eglington-road, Old Ford, Middlesex, publican. March 20; Lindo and Co., solicitors, 12, King's Arms yard, Moorgate-street, London.

HUGHES (David), Eye, Sussex, builder. April 11; Theodore J. Smith, solicitor, Ry.

HARLING (Wm. D.), The Hill, Bromley, Kent, and Lawrence Pountney-hill, London, Esq., a member of the Court of Lieutenancy of the City of London. March 31; F. W. Mount, solicitor, 17, Gracechurch-street, London.

HOLT (Sarah), The Crescent, Rochdale, Lancashire, spinster. March 31; R. Jackson, solicitor, 4, South Parade, Rochdale.

HARVEY (William), late of 3, George-street, Hanover-square, Middlesex, and 64, Frith-street, Soho-square, and formerly 25, Soho-square, Middlesex, surgeon. March 31; Walker, solicitor, 5, Southampton-street, Bloomsbury.

Ive Matilda, 10, Guildford-lawn, Rain-gate, widow. April 9; Sydney Smith and Son, solicitors, 1, Fumival's-inn, Holborn, London.

KELK (Charles William), 7, Brunswick-place north, Sussex, gentleman. April 1; W. A. Stuckey, solicitor, 4, Prince's-place, Brighton.

KIRK (Jno.), March, Isle of Ely, Cambridge, farmer. March 21; Dawbarn and Wise, solicitors, March.

LEA (Jas.), Prospect-hill, Trimmero, near Birkenhead, grocer and four dealer. March 21; Peacock and Cooper, solicitors, 7, Union-court, Castle-street, Liverpool.

MURPHY (Chas.), 6, Carlton-terrace, Carlton-road, Kilburn-park, Middlesex, retired dairyman and cowkeeper. April 9; Sidney Smith and Son, solicitors, 1, Fumival's-inn, London.

McTINK (Andrew), Ecclesall-road, Sheffield, gentleman. May 1; Fretton and Son, solicitors, Bank-street, Sheffield.

MARSDEN (Robert), Southport, Lancashire, gentleman. March 20; Welch and Co., solicitors, 161A, Lord-street, Southport.

MOUT (Jas.), 29, Chestow-villas, Bay-water, Middlesex, gentleman. March 31; Emmet and Son, solicitors, 14, Bloomsbury-square, London.

MORSEY (Sir Fairfax, G.C.B., K.M.L., D.C.L., Exmouth, Devon, Admiral of the Fleet. March 25; Tozer and Geare, solicitors, Queen-street, Exeter.

MILNER Wm., Thatched House Hotel, New Market-place, Manchester, licensed victualler. April 25; Mrs. S. Milner, Thatched House Hotel, New Market-place, Manchester.

MARVON (Chas.), Leman-street, and also of Colchester-street, Whitechapel, Middlesex, veterinary surgeon and smith. March 19; H. S. Mitchell, solicitor, 3, Great Prescott-street, Whitechapel, Middlesex.

MATTHEWS (Sarah), 10, Oxford-road, Ealing, Middlesex, widow. April 1; Deacon, Son, and Rogers, solicitors, 1, Paul's-Bakelhouse-court, Doctor's Commons, London.

OWTHWAITE (Mary Ann), Hereford-road, Bay-water, Middlesex. March 25; Nicklison and Co., solicitors, 51, Chancery-lane, London.

OATES (Wm.), 17, Portman-street, Portman-square, Middlesex, and of Paternoster-row, London, publisher and bookseller. April 20; Ward and Co., solicitors, 1, Gray's-inn-square, London.

PAINE (David), 1, Crescent, Bow Common, Middlesex, gentleman. March 31; C. G. Scott, solicitor, 4, College-hill, London.

PRIMLEY (John H.), Altofts, York, farmer. March 31; Gill and Hall, solicitors, Wakefield.

PHILLIPS (Stephen) otherwise Susan, formerly of Monk Sherborne, Hants, and late of 1, Clifton-villas, Hill-lane, Millbrook, Hants, widow. March 31; W. J. H. Bull, solicitor, 22, Portland-street, Southampton.

PENDRY (Henry), 18, Millbrook-road, Brixton, Surrey, gentleman. March 31; J. Barrett, solicitor, 5, Leaden-hall-street, London.

QUIN (Stephen), 20 and 11, Westgate-road, Newcastleton-Tyne, draper. May 1; S. Quin, 201, Westgate-street, Newcastle-upon-Tyne.

ROBEY (Jas.), late of 3, Highbury-hill, Middlesex, formerly of 17, Bedford-row, and afterwards of 11, Great James-street, Bedford-row, Middlesex. May 1; A. W. Rooke, solicitor, 11, Great James-street, Bedford-row, Middlesex.

RYAN (Wm. B.), M.D., 10, Norfolk-terrace, Baywater, Middlesex, Esq. April 1; Baileys and Co., solicitors, 6, Berners-street, London.

RIVER (Henry), Leeds, inkkeeper. April 10; H. Snowden, solicitor, 15, East-parade, Leeds.

STACEY (Edw. H.), Sheffield, silver-plater. April 26; A. Taylor, solicitor, 6, Norfolk-row, Sheffield.

STOCKER Peter, Tipton House, Sheffield, Esq. April 21; Wake and Son, solicitors, 25, Bank-street, Sheffield.

SHARP William, 17, Fletcher's-croft, Edge-lane, Liverpool, gentleman. March 20; Lindo and Co., solicitors, 12, King's Arms-yard, Moorgate-street, London.

St. George Arthur (Geo. Aldboro) Hall, Norfolk, gentleman. March 31; Mrs. S. A. St. George, Aldborough Hall, Norfolk.

SALKELD (Thomas), Workington, Cumberland, clogger. March 25; T. Milburn, solicitor, Nook-street, Workington.

SUN (Anthony), formerly of Coombe Wood, Kingston, Surrey, and of 3, Kensington Garden-square, Middlesex, but late of 5, Upper Brook-street, Middlesex, Esq. April 1; Burton, Yeater, and Hart, solicitors, 37, Lincoln's-inn-fields, London.

SALKELD (Thos.), Workington, Cumberland, clogger. March 25; T. Milburn, solicitor, Nook-street, Workington.

SALMON (Mary), Woodbridge, Suffolk, widow. April 20; Layton, Son, and Lenton, solicitors, 20, Budge-row, Cannon-street, London.

SMITH (William), Littlehales, near Newport, Salop, land agent to his Grace the Duke of Sutherland. March 31; W. and C. B. Little, solicitors, Newport, Salop.

SECKESON (Rev. Edw. B.), Hugh Offey, Stafford. March 10; Wm. Morgan, solicitor, Stafford.

STRECHER (May), Throckley House, Northumberland, farmer. May; Leabitter and Harvey, solicitors, Grainger-street West, Newcastle-upon-Tyne.

SMITH (Jno.), The Grange, Shepherd's-bush, Middlesex, and of County Chambers, Cornhill, London, gentleman. March 25; T. B. Chester, solicitor, 76, Addison-road, Kensington, Middlesex.

TAYLOR (Thos.), Wood-yard, Lower Morris-street, Wigan, colliery furnaceman. March 20; E. Stuart, solicitor, 4, King-street, Wigan.

TAYLOR (Herbert), M.D., Uttoxeter, Stafford, Esq. April 10; F. B. Hand, solicitor, Uttoxeter.

TAYLOR (James), Loxley, Warwick, yeoman. April 23; F. A. Lane, solicitor, Old Town, Stratford-on-Avon.

VERRALL (Jno. F.), Mulberries, Denmark-hill, Surrey, gentleman. April 26; J. C. Asprey, solicitor, 6, Fumival's-inn, London.

WALLACE (Wm.), 151 and 153, Curtain-road, Shoreditch, Middlesex, cabinet manufacturer. April 7; Hollans, Son, and Coward, solicitors, Mindings-lane, London.

WILSON (Wm.), formerly of Auchinglas Farm, Victoria, Natal, merchant. March 12; H. R. Gill, solicitor, 32, Cheap-side, London.

WARRINGTON (Mary Ann), Somerton, Chichester, widow. April 2; Raper and Freeland, solicitors, Chichester, Sussex.

WOONS (Wm.), Chichester, pork butcher. April 2; Raper and Freeland, solicitors, Chichester.

WARREN (Daniel), 64, Porchester-terrace, Paddington, and 75, Old Broad-street, London, merchant. April 29; Johnson, Upton and Co., solicitors, 20, Antinfrars, London.

#### REPORTS OF SALES.

Wednesday, Feb. 21.

By Mr. T. WALKER, at Faversham, Kent.  
Hern Hill, Church farm, containing 4a. 0r. 4p., freehold—sold for £750.

Four enclosures of freehold land, containing 2a. 0r. 16p.—sold for £195.

The Jolly Sailor beer-house, and 14a. 2r. 20p., freehold—sold for £100.

Whitstable.—Six cottages and a plot of land—sold for £197.

By Messrs. HARRIS, Vintners, 1, Fumival's-inn, at the Mart, Ely.—A rent charge of £216 6s. 7d. annually secured, term 11 years—sold for £2500.

Chalton, Fairfield road.—The residence called Grosvenor House, term 55 years—sold for £600.

By Messrs. BOWN and SON, at the Mart.  
Hampstead-road.—Nos. 6, 7, and 8, Coburg-street, term 6 years—sold for £1250.

No. 4, Granby-street, term 49 years—sold for £715.

By Messrs. WINSTANLEY and HOWWOOD, at the Mart.  
Paddington.—No. 10, Hasbore-street, term 51 years—sold for £270.

No. 1, Windsor-place, term 65 years—sold for £198.

Maida-hill.—Nos. 25 to 31, Carlisle-place, term 65 years—sold for £1355.

Kilburn.—Nos. 37A to 38A and 35A, Canterbury-road—sold for £2215.

Thursday, Feb. 22.

By Mr. E. STIMSON, at the Mart.  
Southwark.—No. 179, Borough High-street, term 20 years—sold for £380.

Nos. 24, 47, 48, and 50A, Trinity-square, term 19 years—sold for £1405.

No. 18, Falmouth-road, term 20 years—sold for £260.

Nos. 34, 35, 36, 37, and 38, Blackman-street, and Nos. 1 to 4, Lander-place, term 11 years—sold for £225.

Kennington.—No. 150, Kennington-park-road, term 10 years—sold for £220.

Blackfriars.—Nos. 17 and 18, Queen-street, term 2 years—sold for £23.

Bermondsey.—Nos. 72, 73, and 74, New Weston-street, and ground rents of £44 per annum, term 23 years—sold for £1170.

Brompton.—Nos. 2, 15, 16, Giltion-road, term 55 years—sold for £2500.

No. 41, Sydney-street, freehold—sold for £1015.

Lewisham.—The residence called Grafton-House, term 5 years—sold for £275.

Framfield-house, adjoining, same term, sold for £300.

Southwark.—Freehold ground rents of £55 per annum—sold for £1425.

Friday, Feb. 23.

By Messrs. NORTON, TAYLOR, WATNEY, and Co., at the Mart.  
Chancery-lane.—Nos. 1, 2, and 3, Serjeant's-inn, with the hall, area, 17,000 feet, freehold—sold for £27,160.

Norwood.—No. 4, Crown-hill, and ground rents of £25 15s. per annum, term 26 years—sold for £1000.

By Messrs. WILKINSON and HOWARD, at the Mart.  
Euston-square.—Nos. 19, 21, and 23, Drummond-street, term 20 years—sold for £1630.

Russell-square.—No. 1A, term 10 years—sold for £205.

Peckham Summer-road.—The Vine Cottage nursery ground, freehold—sold for £210.

Longton.—Nos. 1 to 4, Canterbury-terrace, freehold—sold for £1000.

Police of Assurance for £200, £1000, £2000, £500, £1000, £1000, and £4000, with bonuses, on a life aged 62 years—sold for £2631.

By Mr. W. H. MOORE, at the Mart.  
Shoreditch.—Nos. 135, 137, and 139, Old-street, and No. 2, Henry-street, term 20 years—sold for £210.

Tottenham.—Nos. 19, 20, 21A, 21B, 22, and 25, Nursery-street, term 30 years—sold for £205.

Peckham.—Nos. 7 and 8, Beaufort-terrace, term 35 years—sold for £265.

#### LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Societies, as to the several Examinations, as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

We commend to country law societies of solicitors the action of the Nottingham Incorporated Law Society, the governing body of which has decided to establish a local prize in connection with the final examination of gentlemen articled in the county of Nottingham. This is an example which might well be followed throughout the country. The chance of winning a local prize must operate as an additional incentive to students.

It will be seen from a report in another column that the Nottingham Law Students' Society has recently had for the first time a joint debate with a "non-legal" debating society in the town. We hope that other law students' societies will arrange similar debates, as they must be of great advantage to students, who thus meet new opponents and new friends. We gather from the report that there was a large attendance of visitors on the occasion.

An examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

We are pleased to notice that the United Law Students' Society is taking steps to found a law library. The following appears in a circular which has been issued by the committee of the society to the Profession: "It has been decided to establish a circulating law library in connection with the society, and the committee venture to call the attention of the Profession, and others interested in the furtherance of legal education, to the undertaking as one likely to be of practical utility and deserving of support. To establish and successfully maintain such a library, must necessarily entail considerable expense, and the committee feel that, considering the benefit such an undertaking will confer, and the much felt want it will supply, they may venture to appeal to the Profession generally, and to legal authors in particular, for help in carrying out the proposed scheme. All books and pamphlets, &c., of a legal character, will be gladly received, addressed to Frank B. Moyle, honorary librarian, Clement's-inn



"A library of any value cannot be formed day or a year, but we hope the appeal to the session for assistance and encouragement will be made in vain. There are many articles who have no entrance to the library of the Incorporated Law Society, and to whom such an tuition as that proposed will be of much value.

following lectures and classes are appointed delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the following week: Monday, Equity Class, 4.30 to 6 p.m.; Tuesday, ditto; Wednesday, ditto; Wednesday class in Conveyancing has been continued, and gentlemen who have hitherto decided on that day should transfer themselves to Monday or Tuesday class; Thursday, lecture on conveyancing, 6 to 7 o'clock p.m. Subscribers not admitted to the hall after lectures have ended.

In recent inquiries we gather that the Examiners of the Law Institution consider that the articles expire between 10th Jan. and 15th, candidates may be examined in January, between 14th April and 22nd May, candidates be examined in April; if between 21st May and 2nd Nov., in June, and if between 1st Nov. and 11th Jan., in November: or, of course, any subsequent examination. Six weeks at least is necessary for these examinations, the same to be calculated up to the first day of month of examination.

For the final examination, and notices for motion on the roll of solicitors can be renewed one week from the end of the month, for such original notices have respectively been. For further information see the Regulations of November 1875 (third Schedule). We intend that the examiners consider that this applies where articles of clerkship have expired. In this view we cannot, however, concur. Regulations in question do not seem to admit of such restriction.

Articles of clerkship, or assignments of articles of clerkship, dated on any day during March, be enrolled and registered at the Petty Bag on or before the same days in the month of March next, and when articles or assignments are required to be, and are, enrolled and registered any day during the month of March, they must be produced and entered at the Law Institution before the same day of the month of June. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 c. 127, s. 7. Failure to comply with these requirements often entails a loss of time to the articles students.

#### MIDDLE TEMPLE SCHOLARSHIPS.

EXAMINATION COMMENCING ON 19TH JUNE, 1877.

INTERNATIONAL LAW AND CONSTITUTIONAL.—Examiner, John Hosack, Esq.—*Subjects for examination*.—1. Public International Law—Rights of Neutrals. 2. Private International Law—Foreign Contracts, including Jurisdiction Remedies. 3. The Constitutional History of England, from the Accession of Henry III. to the death of Elizabeth.

COMMON LAW.—Examiner, Samuel Prentice, Esq.—*Subjects for examination*.—1. The Bills of Exchange. 2. Indictable Offences at Property. 3. Evidence in Criminal Cases.

PROPERTY.—Examiner, William Speed, Esq.—*Subjects for examination*.—1. Specific Performance of Agreements. 2. Mortgages. 3. The Jurisdiction of the Chancery Division of the High Court of Justice.

REAL AND PERSONAL PROPERTY.—Examiner, Fox Bristowe, Esq., Q.C.—*Subjects for examination*.—1. Testamentary Dispositions of Real Property. (b) Personal Property. 2. Real Property. 3. The Rule of Law against Perjury.

#### QUESTIONS.

1. EXAMINATION.—My articles expire on the 6th of 1878. Can I present myself for examination in 1878? J. H.

2. My articles will terminate in March, 1879. I shall be able to go in for my final the previous year? Where can I obtain lists of subjects? D.

3. The papers now given are, at present, the only that offer.]

4. IMMEDIATE EXAMINATION.—Candidates who passed examination in November last; will they see the list? F. S.

5. IMMEDIATE EXAMINATION.—When will the subjects for July examination be published? J. C.

published this in our last issue.]

#### BARROW-IN-FURNESS LAW STUDENTS' DEBATING SOCIETY.

A MEETING of the above society was held in the secretary's office, 2, Lawson-street, on Tuesday evening, the 27th ult., Mr. Frank Taylor, solicitor, in the chair, when a discussion took place as to whether the following guarantee was a continuing one:—"Mr. John Jones, wholesale butcher.—If you will let my son, Tom, have some meat I will see you paid £50.—James Smith, farmer." Mr. H. Walker argued for the affirmative, and Mr. S. Jeavons for the negative. It was argued, for the affirmative, that as Tom Smith was commencing business as a retail butcher, it was the intention of the parties to help him on until he got into a fair way of business, and therefore the guarantee was a continuing one, and in support, *Sheffield v. Meadows*, (L. Rep. 4 C. P. 595), and other cases were quoted. For the negative, it was argued that the word "some," and not "any," being used in the document, and considering the vagueness of its wording, it was intended that the transaction should be limited to one delivery of meat only, and in support of this argument *Mayer v. Isaac* (6 M. & W. 605, 612) and other cases were quoted. The chairman having summed up, the question was put to the meeting, and the votes being equal on both sides, the chairman gave his casting vote in favour of the negative.

#### HUDDERSFIELD LAW STUDENTS' SOCIETY.

A GENERAL meeting of this society was held on Monday evening last, at the County Court House, Queen-street, presided over by Mr. J. A. Slater, B.A. There was a very good attendance of members.

The honorary secretary, Mr. James Yeoman, announced that the United Law Students' Society of London had determined to offer an annual prize of the value of five guineas for the competition of members of societies in the union, the Huddersfield Society amongst the number; the prize to be awarded to the writer of the best essay on some legal subject to be selected by the committee. He was informed that the subject selected for that year's competition was, "The Law in Relation to the Property of Married Women."

The provisions of the Industrial and Provident Societies Act of last year were then explained by Mr. J. Priestley, solicitor.

A discussion having taken place on the statute, and on Mr. Priestley's comments thereon,

The Chairman called upon Mr. Crook, solicitor, to move the following proposition:

"That local representative authorities should be empowered to acquire within their respective districts, on payment of fair compensation, all vested interests in the sale by retail of intoxicating liquors, and, if they think fit, to carry on the trade for the convenience and on behalf of the inhabitants."

Mr. Crook was supported in his contention by Mr. J. W. Piercy, and opposed by Mr. R. Welsh, solicitor.

The subject, one of great interest and importance, evoked one of the most successful debates of the session. The proposition was ultimately negatived by the casting vote of the chairman.

#### HULL LAW STUDENTS' SOCIETY.

AN ordinary meeting was held on the 27th Feb., when a discussion took place on the following subject:—"Ought a member of Parliament to vote according to his own opinion rather than in accordance with that of the majority of his constituency?" Messrs. Winter, Hobson, Priestman, and Wilson spoke in favour of the affirmative, and the opposition was conducted by Messrs. West and Watson.

#### NOTTINGHAM LAW STUDENTS' SOCIETY.

AN ordinary meeting of this society was held at the Grand Jury Room, Town Hall, Nottingham, on Friday evening, 23rd Feb. 1877, C. L. Rothera, Esq., vice-president, in the chair. The secretary read a letter from Mr. A. Williams, secretary of the Nottingham Incorporated Law Society, announcing that the council of that society had resolved to establish a local prize in connection with the final examination. The prize (which will be of the value of £5 5s.) will be given to every articled clerk obtaining honorary mention at his examination, provided that he has served two-thirds of his term of service within the town or county of Nottingham, and is under the age of twenty-six at the time of his examination. Upon which it was unanimously resolved, upon the motion of the secretary, seconded by Mr. Perry, "That the thanks of this society, as representing a large number of articled clerks in Nottingham, be given to the Nottingham Incorporated Law Society for the interest shown by them in the welfare of such articled clerks by the gift of a prize of competition at the final examination." The question for the evening's discussion—"That parish churchyards are national property, and ought to be thrown open for the burial according to their own rites of persons of all denominations"—was opened by Mr. W. H. Stevenson, who was opposed by Mr. Wyles, and supported by Messrs. Barber, Johnstone, A. Bright, J. Bright, Blake, and Warner. Mr. Wyles was supported by Messrs. Burton, Woodhouse, and A. J. Stevenson. The question on being put to the vote was decided in the affirmative by seven votes to five. There were fifteen members of the society present.

Also, on Friday evening, 23rd Feb. 1877, a debate was held between this society and the Nottingham Union Debating Society (a society composed of gentlemen, none of whom are members of the legal profession). The chair was taken by J. W. Lewis, Esq. There was a large attendance of the members of the two societies, and about forty ladies and gentlemen, who were admitted by ticket. The question appointed for discussion was "That it is advisable to establish universal compulsory military service in England." The question was to be supported by the Law Students' Society, and opposed by the Union Debating Society. The following were the rules to be observed in the debate:—1. Four members, selected from each society, shall open the discussion. 2. The first eight speakers shall not be limited in point of time; but it is understood that they shall confine their remarks to a reasonable quarter of an hour, and each following speaker shall be allowed ten minutes. 3. At the conclusion of the debate, one of the openers for the Law Students' Society shall be allowed to reply. 4. No reading, except by way of quotation or reference, shall be allowed. 5. Visitors, as well as members of the societies, shall be allowed to vote on the question, and the voting shall be by show of hands. 6. All points of order and the like shall be left to the discretion of the chairman.

The chairman having opened the meeting, Mr. Hodgson, of the Law Students' Society, introduced the discussion. He was followed by Mr. F. Bradley, of the Union Debating Society, and after that the members of the two societies spoke alternately. Besides the eight speakers who had been appointed to open the discussion, five other gentlemen spoke, and the debate was then adjourned to the evening of Monday, the 19th Feb. At the adjourned debate on the Monday evening there was again a large attendance of members of the contending societies, and about forty-five visitors, principally ladies. The debate was carried on by seven members of the Union Debating Society and six of the Law Students' Society, and, at the conclusion, Mr. W. H. Stevenson replied on behalf of the latter society. The chairman then put the question to the vote, and it was decided in the negative by 40 votes to 27. Mr. C. L. Rothera, vice-president of the Law Students' Society, in a few complimentary words, proposed a vote of thanks to the chairman for his kindness in presiding. This was seconded by Mr. C. H. Vickers, secretary of the Union Debating Society, and carried unanimously. The chairman, replying, expressed the pleasure that had been afforded to him by presiding, and the proceedings terminated. This is the second debate of this description which has been held between this society and the Union Debating Society. The former on the question, "That the power and influence of the aristocracy in the government of this country ought to be curtailed," was held on the 3rd and 6th March, 1876. Both these debates have been highly successful, and have been of much advantage to this society in giving the members an opportunity of speaking before larger and more critical audiences than they might otherwise have, and in enabling them to form by comparison a truer estimate of their own powers. It is to be hoped that the last of such debates has not been held.

#### PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

At the meeting of this society, held at the Athenaeum, on Friday, Feb. 23rd, an imaginary motion at Nisi Prius was tried before the President (J. Shelly, Esq.) as judge, and a jury composed of five of the honorary and ordinary members of the society (Messrs. Wolferstan, A. Gard, Harrison, Oliver, and F. E. Bennett). The facts of the case were shortly as follows: The plaintiff (Mr. Chubb), supposed to have been a corn merchant, carrying on a large business at Gloucester, in November last obtained a contract for supplying corn at Plymouth, and started for that place on the 1st of Dec. Plaintiff had to travel over the lines of two railway companies, but when passing over the line of the second company the train in which he was travelling ran into a truck, which was being shunted in a station through which it should have run without stopping; the shock knocked plaintiff down, breaking two of his ribs and causing severe internal injuries, which have unfitted him for business, and caused him very serious loss. The plaintiff's claim was for £2000. Messrs. Guy and Helpman, instructed by C. Matthews, appeared for the plaintiff,



Messrs. Riehard and Pugh, instructed by Mr. Caunter for the defendants. Plaintiff's witnesses were Messrs. Chubb (plaintiff), E. F. Fox, (passenger), M. W. Phillips (who saw the accident), and McLeman (doctor). Defendants' witnesses: Messrs. Snell (engine driver), Sparrow (stoker), Jackson (guard), France (guard), Symons (porter), and Lane (signalman). After the summing-up of the judge the jury retired to consider their verdict, which was for the plaintiff in £1500. The attendance at this meeting was larger than at any previous meeting of the society, there being thirty members present and upwards of seventy visitors. The trial was considered a great success, and it is hoped a similar one will be held in each session.

#### THE LEEDS LAW STUDENTS' SOCIETY.

THIS society met at the Philosophical Hall on Monday, the 26th ult., when Mr. T. E. West, barrister, presided. "A. sends an offer by post to B. to sell him certain goods, B. accepts the offer by letter, and posts the letter. The letter is lost at the post office, and A. never receives it. A. having sold the goods to C., can B. sue A. for breach of contract?" was the subject of discussion. A large number of cases were cited, but the cases principally relied on were *Dunlop v. Higgins* (1 H. of L. Cas. 381) and *In re Imperial Land Company of Marseilles (Harris's Case, 7 Ch. 587)* in the affirmative, and the *British and American Telegraph Company v. Colson* (6 Exch. 108) in the negative. There was an animated discussion, and the question was decided in the affirmative by a majority of nine votes.

The best thanks of the meeting were voted to the chairman.

#### UNITED LAW STUDENTS' SOCIETY.

AT the weekly meeting of this society, held at Clement's Inn Hall, Strand, on Wednesday, the 28th ult., the following subject was discussed: "That the law and custom of primogeniture are contrary to public policy." The debate was opened by Mr. Thornton, who dwelt upon the hardship done to the younger children by the present law, and argued that, though the doctrine was undoubtedly necessary to the feudal system, there were no just grounds for retaining it in modern times. The motion was opposed by Mr. Owen, upon the grounds that the dividing of the soil into small holdings was opposed to the agricultural interests of the country; that the present method of merely portioning younger children encouraged enterprise, and that the landed gentry formed a most useful element in our constitution. An animated debate ensued, in which a number of members joined. It was insisted that agriculture really suffered on account of the larger proprietors neglecting their property, which, in the hands of a small owner, would be carefully cultivated; that this system prevented a large body from having a stake in the country, and, while it maintained a few in luxury, was inequitable to the many. The motion was finally carried by a majority of nine; present thirty-five.

#### MAGISTRATES' LAW.

##### NOTES OF RECENT DECISIONS.

##### BASTARDY—ORDER OF AFFILIATION—CORROBORATIVE EVIDENCE.

THERE is no more embarrassing question with which justices at petty or quarter sessions have to deal than that which arises in affiliation cases, of what amounts to corroborative evidence. The woman's testimony is always clear and explicit enough. She has to declare that the defendant is the father of her child, and she is, of course, always ready with a plausible statement of the circumstances necessary to establish that fact. The law, however, is wisely jealous of allowing such evidence alone to establish paternity, and hence the 35 & 36 Vict. c. 65, s. 4 (which, in this particular, merely adopts the language of a former Act), enacts that an order of affiliation is to be made only "if the evidence of the mother be corroborated in some material particular by other evidence to the satisfaction of the said justices." In such cases it rarely occurs that there is any direct and positive corroborative evidence, the evidence usually being of essentially a circumstantial description, often most inconclusive, and very frequently capable of various interpretations. Upon such a subject it is obviously impossible to lay down any fixed rules, the more especially as the statute requires such evidence merely to be "to the satisfaction of the justices;" and, as what might satisfy one bench of justices, would probably not satisfy another; but, as has been said, if the woman swears positively to the fact of the defendant being the father of the child, and gives her evidence circumstantially, that evidence may be said to be corroborative in a material particular, which shows that the defendant has been seen with her under very suspicious circum-

stances, indicating a close and indecent intimacy between them. So, too, evidence of conversations between the woman and the defendant, in which he has been treated as the father, which he has not denied, although he has not admitted it, or indeed any admission by him that he has had any connection with the woman, unless indeed her habits in life are notoriously lewd, in which case such evidence would be of little weight; in fact, the corroborative evidence should be of that nature, as, when coupled with the previous evidence of the woman, to lead the minds of the justices to the reasonable conclusion that the defendant is the father of the child.

With the very great discretion allowed to justices upon the subject, it is not surprising that very few cases upon it have been brought under the attention of the Superior Courts. There are, however, two upon which a judicial decision of the learned judges has been pronounced. The first is that of *Reg. v. Pearcy* (17 Q. B. 902; 16 Jur. 193, Q. B.; 18 L. T. Rep. N.S. 238). In that case the corroborative evidence consisted in the statement of the woman's sister, who swore to a conversation between the defendant and herself, when he, in answer to an observation of the mother that he was the father of the child, and must keep it, said "he should not, and he would rather go to America." Upon a case reserved for the court above as to whether or not this evidence of the woman's sister was corroborative, Lord Campbell, C.J., said, "The 3rd section of the 7 & 8 Vict. c. 101" (the statute then in force, and the language of which is similar to that of the 35 & 36 Vict. c. 65, s. 4) "requires that the evidence of the mother be corroborated in some material particular by other testimony to the satisfaction of the justices. Looking at the evidence set out, we may well suppose that it did corroborate the evidence of the mother to their satisfaction." In the same case Patteson, J., said, "The evidence of the mother is to be corroborated in some material particular to the satisfaction of the justices, not to our satisfaction."

It must not be taken that this decision holds that in any case in which the defendant is charged with being the father of the child, and he must support it, and he declares that he will not do so, his observation is to be taken as a tacit admission of the truth of the charge, the decision merely holds, first, that the evidence may have satisfied the justices; and, secondly, that the corroboration is to be to the satisfaction of the justices, who are the sole judges of its force and effect.

The second case is the very recent one of *Cole v. Manning* (35 L. T. Rep. N.S. 941). That was a case stated by a Metropolitan police magistrate upon a refusal by him to make an order of affiliation upon the ground of the insufficiency of the corroborative evidence. The woman, it appears, was delivered of the child in October 1875. The corroborative evidence was as follows: That during the summer of 1874 (several months before the child could have been begotten), the parents of the woman, with whom previously the man had been on terms of great intimacy and friendship, refused him the house, and quarrelled with him, owing to their suspicions with regard to his conduct towards their daughter; that they surprised them together on more than one occasion, that the door of the parlour where they were, was closed for a minute or two against them; that the girl sat on the knee of the man; and the magistrate stated that there were other circumstances which would have had great effect on his judgment had they occurred at or about the time the child might have been begotten; he stated also that the girl was rather of weak intellect, but that there was no evidence of any similar misconduct on her part with other men than the defendant. The magistrate was of opinion that the words of the statute would not include evidence of facts long antecedent, and having no direct relation to the actual begetting of the child, however strong might be the moral conviction that such facts might convey to the mind. In giving his judgment, Mellor, J., said that he was of opinion that the magistrate had taken a wrong view of the law, and that he should have received the evidence and judged the weight of it. He further said: "There is no rule of law to exclude such evidence, which might or might not be very material, according to the peculiar circumstances of each case. Here it afforded material corroboration as showing an antecedent probability that the respondent was the father of the appellant's child."

Field, J. also said: "The case must be remitted to the magistrate for his determination after hearing the excluded evidence. The object of the Bastardy Acts is to give a single woman the right of having her child maintained by the father. As the paternity is proved by the evidence of the woman, and as there is great danger in admitting the evidence of one single person against another single person in reference to that which is ordinarily secret, the Legislature has thought fit to require that the evidence of the mother shall be corroborated in some material particular." But no restriction has been imposed

with reference to dates. That the evidence would have been material if it had testified to facts happening between the begetting and the birth is not disputed. It is for the magistrate to decide whether evidence testifying to facts happening earlier is material or not."

Although these cases establish no new principle, they are satisfactory as some sort of a guide upon a subject of great practical difficulty. After all, reliance can be placed alone upon the good sense and worldly knowledge and experience of the magistracy. Corroboration is not a matter to be nicely defined, it does not consist in words or writing alone; manner, conduct, intimacy, and a variety of little matters may go far, if not entirely, to supply this species of evidence, and a careful and an astute bench of justices will rarely be at a loss to designate what in any given case does or does not amount to this kind of evidence.

#### COUNTY COURTS.

##### NEWBURY COUNTY COURT.

Thursday, Feb. 15.

(Before H. J. STONOR, Esq., Judge.)

##### HOARE v. THE GREAT WESTERN RAILWAY COMPANY.

Property in goods wrongly consigned—New contract between carriers as involuntary bailees and consignors—Damages.

Goulter, solicitor for plaintiff.

Digby, counsel for defendants.

HIS HONOUR delivered judgment this day as follows: In this case I give credit to the testimony of the last witness called by the defendants, Mr. James Farmer, and therefore find that there was only one contract between him and the plaintiff Hoare for the purchase of seven tons of pollard, to be contained in 140 sacks: four tons contained in eighty sacks to be delivered at Swindon, and three tons contained in sixty sacks to be delivered at Pewsey to the order of Mr. James Farmer (which 140 sacks were part of 1000 sacks in the plaintiff's possession), and that the price of the goods was to be £5 10s. per ton for the quantity delivered at Swindon, and £5 11s. per ton for the quantity delivered at Pewsey. Upon this state of facts I think that the property in the sixty sacks did not pass to Mr. James Farmer by the delivery of the eighty sacks to him, and the payment for the same as contended by the defendants' counsel, inasmuch as they were both unascertained parts of the larger quantity in the plaintiff's possession; but I am inclined to think that such property did pass to Mr. James Farmer by the delivery of the sixty sacks to the defendants to carry the same to Pewsey, notwithstanding the mistake in consigning them to Mr. Jeeves's order instead of the plaintiffs: (*Blackburn on Sales*, p. 128; *Jenner v. Smith*, L. Rep. 4, C. P. 270; and *Re Wiltshire Iron Company*, L. Rep. 3 Ch. App. 443.) But whether the property or the goods be in Mr. James Farmer or the plaintiff, I think that on Mr. Jeeves refusing to receive the goods a new contract for the safe custody of these goods arose between the plaintiff and the defendants as involuntary bailees: (See the cases of *Stevens v. Hart*, 4 Bing. 476; *Duff v. Budd*, 3 B. & B. 177; *Hugh v. London and North-Western Railway Company*, L. Rep. 5 Ex. 51; and *McKeon v. McIlvor*, L. Rep. 6 Ex. 345.) And that in respect of such new contract the plaintiff is entitled to bring the present action. I further find that upon Mr. Jeeves declining to receive the goods, defendants' servant, the station master at Pewsey, kept them a week or ten days without communicating with the station master at Thatcham, whence the goods were consigned (which he admits to have been his duty), and then delivered them to a Mr. Jarvis on his statement that he expected a similar consignment from a person of the name of Farmer (which is a very common name in the county of Berks), and I think that this was an act of gross negligence for which the defendants, as involuntary bailees, are liable to the plaintiff: (See the case of *Coggs v. Bernard*, 1 Smith's Lead. Cas., and the numerous cases collected in the Notes thereto.) With regard to the condition in the consignment note relieving the defendants from "all liability in case of damage or delay, except upon proof that such loss, detention, or injury arose from wilful misconduct," I must observe that it is very inaccurately worded, and varies in a remarkable manner from the notice which precedes it; but it is not necessary for me to examine it critically on the present occasion, as supposing it to be reasonable and to extend to the acts of the defendants, as involuntary bailees (as to which I express no opinion) the wrongful act now complained of appears to me clearly to fall within the terms of "wilful misconduct." In the recent case of *Hopson v. The Great Western Railway Company*, reported in the LAW TIMES during the month of November last, and in the COUNTY COURTS CHRONICLE, 1st Dec. 1876, vol. 5, N. 8. 491, I fully considered this condition and the

terms "wilful misconduct" employed in it, as also the case of *Glemster v. The Great Western Railway Company* (29 L. T. Rep. N. S. 422, Q.B.) cited by counsel in the present case, and the numerous other cases bearing on the subject, and I beg to refer to the observations which I then made in support of the conclusions to which I have now arrived. The defendants' counsel also relied upon the third condition indorsed on the consignment note, viz.: "That no claim for loss or damage will be allowed unless the same be made in writing within three days after the delivery of the goods." Now, supposing this condition to be reasonable, and to extend to the acts of the defendants as involuntary bailees (as to which I express no opinion), it does not appear to me to have any possible application in the present case, inasmuch as the wrongful act of the defendants now complained of was done more than a week after the delivery to Jeeves at Pewsey station, and could not possibly have been complained of within the time limited in the note.

The plaintiff is therefore, in my opinion, entitled to a verdict for the value of the goods which have been wrongfully dealt with by the defendants at the price for which he contracted to sell them, viz., £5 11s. per ton; but I have great doubt whether I ought to calculate the amount upon the quantity which the witness Jarvis deposes was actually contained in the sixty sacks when weighed, viz., a little more than two tons and a half, or on the quantity which the plaintiff contracted to sell to Mr. James Farmer, viz., three tons contained in sixty sacks more or less. Considering, however, that the witness James Farmer paid the defendant for the other four tons contained in eighty sacks in full, that the whole 140 sacks were part of one lot of 1000 sacks, previously purchased by the plaintiff, and that these sixty sacks were left wholly unprotected during their detention at Pewsey, I think that I ought to calculate the amount on the full quantity of three tons, which will be £16 13s. I find also for the value of sixty sacks at 1s. each, £3 to be reduced to 1d. on the delivery to the plaintiff, or his order of the sacks wrongfully dealt with by the defendants. The verdict will, therefore, be for £19 13s., to be reduced to £16 13s. 1d. on delivery of the sacks within a fortnight. As I think the plaintiff's original claim of 6s. a sack for the pollard, and 2s. each for the sacks was erroneous. I shall not give him the costs of the adjournment which was necessary to answer this part of his case; but as the defendants have paid no money into court, and raised so many technical objections, I think it right to give him the previous costs on the higher scale.

## BANKRUPTCY LAW.

### COURT OF BANKRUPTCY.

Tuesday, Feb. 27.

(Before Mr. Registrar l'EPES.)

Re BEDDEL.

*Composition—Surety—Guarantee of payment of instalment—Subsequent bankruptcy of debtor and proof by creditors—Discharge of surety—Election.*

THE creditors of the bankrupt had agreed by resolution to accept a composition payable by three instalments, the last instalment to be guaranteed by one Gilbey.

By a deed of inspectorship, Beddel was to be allowed to carry on his business, but if he made default the inspectors might apply for an adjudication in bankruptcy, or compel him to assign his effects to them; and the deed provided "that in the event of the said Beddel being adjudicated bankrupt or of a conveyance or assignment of his property and effects being made or required under the provisions of these presents" before payment, Gilbey should be released from his guarantee.

Beddel was afterwards adjudicated bankrupt on the petition of creditors not bound by the resolution.

The trustee, on behalf of the creditor, recovered from Gilbey in an action at law the amount of the last instalment (35 L. T. Rep. N. S. 761 and 927). The Court of Appeal directed that application should be made to the Court of Bankruptcy to ascertain the effect of a certain number of the creditors entitled in the action having proved under the bankruptcy. It appeared that creditors whose debts were represented by about £1070 had so proved, and now Gilbey applied to have the amount of the judgment against him reduced by that amount on the ground that by proving in the bankruptcy they had elected to take the estate and abandon their remedies under the composition.

De Gess, Q.C. and F. O. Crump, supported the motion.

Winstow, Q.C. and Bagley, were for the trustee (the plaintiff in the action).

The REGISTRAR decided that the creditors by

proving under the bankruptcy had not lost their remedy against the surety, and dismissed the application.

Solicitors: V. I. Chamberlain; Lewis, Munns, and Longden.

### BRADFORD BANKRUPTCY COURT.

(Before Mr. W. T. S. DANIEL, Q.C., Judge.)

#### Receivers and their Duties.

IN one of the cases partly heard to-day it transpired that the receiver in an estate in liquidation had prepared a statement of the debtor's affairs to be submitted to a meeting of his creditors.

HIS HONOUR commented strongly on the fact. The receiver, he said, had been intermeddling with matters that were no part of his duty.

Wilkinson (the receiver's solicitor).—Whose duty is it, then?

HIS HONOUR.—The debtor's.

Wilkinson.—If the debtor is unable to do it?

HIS HONOUR.—Let him come to the Court.

Wilkinson.—Then you would have an application every time a petition was filed.

HIS HONOUR.—The applications would be refused unless sufficient reasons were given. The receiver is the last person to help the debtor. He is the officer of the Court, to take possession of the things of the debtor until his affairs come before his creditors. It is out of this that the abuses have arisen, which I hope will soon be corrected.

Wilkinson.—I hope so, and also that the result of these abuses will fall on the heads of the debtors.

HIS HONOUR.—And on those who assist them. The receiver has no right to make out the debtor's accounts for the purposes of his creditors. If the debtor cannot do it himself, let him come to the Court for assistance, and the Court will then consider whether he is entitled to it or not. I am not speaking without some reason, Mr. Wilkinson. Unfortunately, cases come before me—I don't say at Bradford—in which receivers make out accounts, swell the debts, diminish the assets, get an estate to show a small composition, and get a small composition accepted. That comes of the receivers making themselves the agents of the debtors.

Wilkinson.—There is no suggestion that the receiver—

HIS HONOUR.—I am not speaking of this case; but I say that the receivers have no right to assist the debtors in making out their statements.

Wilkinson said he had no doubt that some receivers thought it was their duty to do so.

HIS HONOUR.—I don't know where they have got their impression from.

Wilkinson hoped his Honour's observations would have the desired effect.

### BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C.)

Ex parte GLOSSOP; Re HALLIDAY.

Bill of sale—Act of bankruptcy—Fraud.

HIS HONOUR.—This was a motion by the trustee under the liquidation of George Halliday for an order declaring that a bill of sale, dated 27th Nov. 1876, and made between the debtor, of the one part, and Jno. Day, of Idle Colliery, proprietor, of the other part, was fraudulent and void as against creditors, and that the execution of the said bill of sale was an act of bankruptcy, and void as against the trustee, and that Day might pay the costs of and incidental to the motion. The facts are as follow: The debtor was a boat builder, in a small way of business, which he carried on at a yard at Apperly Bridge, near the Leeds and Liverpool canal. He filed his petition of liquidation on the 3rd Nov. 1876. The accounts exhibited at the first meeting of creditors on the 23rd Dec. showed unsecured creditors £1220 11s. 6d., assets £202 12s. 11d. The respondent Day was represented as a secured creditor for £242 7s. 1d. by virtue of the bill of sale in question upon the debtor's stock-in-trade, valued at £400, after deducting cost of realisation. He had no furniture, it had been seized and sold by his landlord under a distress for rent, and realised less than the rent distrained for. His accounts then showed a state of utter insolvency. In Sept. 1876, he had bills becoming due which he could not meet. In Nov. 1876 he was indebted to Margerison for timber to the amount of £281, and he pressed for payment. The debtor proposed to give Margerison a bill of sale on all his effects, but acting under advice Margerison declined to accept it. The debtor, however, represented to Margerison that his difficulties were only temporary, and that if he could complete a boat he was then building, and for which he had materials in the yard, he should be able to tide over all his difficulties.

Upon the faith of this representation Margerison lent him £13 to pay wages, for which the debtor gave Margerison his I O U. The debtor appointed to meet Margerison again on the following Thursday, he did not keep his appointment, but on the 21st Nov. 1876, he went to see Margerison and produced a list of creditors amounting to £253 8s. 8d., but not including Margerison's debt or any debt due to the respondent Day. Upon being asked whether that was all he owed, he said he owed Rhodes and Son under £300, and which was put down in pencil at £300, and being particularly questioned as to any debt he owed to Day, he said he might owe him something, but not above £20. Margerison does not appear to have made any inquiry as to the particulars of the debtor's assets, but, on the faith of the debtor's assurance that his difficulties were only temporary, Margerison, on the 21st Nov. advanced him £15 10s. 11d. to pay a bill that had become overdue a month. On the 24th Nov. the debtor again applied to Margerison to lend him a further sum of £30 to pay a dishonoured bill of Mr. Stead, and he then assured Margerison that if he had but that sum it would relieve him of all his difficulties, and upon the faith of that representation Margerison lent him £30, for which he took his I O U. It now appears that throughout the whole of these transactions the debtor was deceiving and defrauding Margerison, and it seems matter of surprise that Margerison should have allowed himself to have been so deceived and defrauded, but he suffered; he did not try to benefit himself by his credulity. The debtor's transactions with Day have now to be considered. The frauds successfully practised upon Margerison must not, however, be allowed to operate unduly to Day's prejudice; but as Day relies upon the *bona fides* of his dealings with the debtor, and has sworn to the fact that at the time the bill of sale was given (27th Nov.) he was not aware that the debtor was in insolvent circumstances, but on the contrary, that the debtor represented himself to be solvent, and that he (Day) believed him to be so—it becomes necessary to consider Day's dealings with the debtor very carefully. It appears from the account (exhibit A) produced by Day, that the transactions between him and the debtor commenced on 4th Sept. 1875, and consisted of the loan of small sums of money made from time to time by Day to the debtor. These advances up to 30th Oct. amounted to £58, for which, on the 1st Nov., a bill of that date for four months was given for £101 7s. 6d. This bill was not met by the debtor at maturity, but was retired by Day, and thenceforward until the 12th July, 1876, a series of transactions took place between the debtor and Day, consisting of cash advances and bills, some of the cash advances by Day being for wages, and to enable the debtor to meet a dishonoured bill. The nature of the transactions being such as to show to any man of business and common prudence that the debtor was greatly embarrassed if not insolvent. Ultimately on the 12th July 1876 the debtor gave Day his acceptance for £233 10s. at four months, and which became due on the 15th Nov. On the 12th July it would appear that the cash balance was about £10. On the 15th Nov. assuming that bill to be paid at maturity the cash balance would be in favour of the debtor to the amount of about £5. Day had discounted the bill for £233 10s. with the Halifax Joint-Stock Bank, who were the holders thereof at maturity. It was assumed that the bill was duly presented and dishonoured, and notice of dishonour duly given to Day as drawer and indorser. On the 21st Nov. the banking company commenced an action in the Bradford District Registry of the Exchequer Division of the High Court of Justice against the debtor and Day, and also the firm of Wm. Day and Son (under which name Day, it appears, carries on business), specially indorsed, to recover £233 10s. due on the bill, with noting expenses and interest. A copy of this writ was on the 21st Nov. duly served on the debtor, and he at once took it to Day, and Day, as he alleges, insisted that the debtor should give him a bill of sale upon his (the debtor's) stock in trade and effects in the yard at Apperly Bridge, and the debtor reluctantly, as Day alleges, yielded to Day's pressure, and agreed to do so, Day agreeing to advance him sufficient to pay the bill, the debtor stating that he should be able to find £185 towards it; and Day then arranged with the debtor to meet together at Day's solicitors the next day and give instructions for the bill of sale. Accordingly, on the 22nd Nov., Day advanced to the debtor the sum of £51 6s. to be applied by him towards the overdue bill, and they afterwards went to the office of Day's solicitor and explained the matter to him, and gave instructions to prepare a bill of sale, which was to be ready in a few days. On the same 22nd Nov. the debtor paid to the solicitor for the banking company the sum of £42 on account of the sum sued for, and promised to bring the remainder in a few days if the bank would give him time. He did not bring the balance, but on the 25th Nov. Day's solicitor

entered an appearance to the writ for the debtor, and the same solicitor, on a subsequent day, entered an appearance for William Day, and on a subsequent day another solicitor entered an appearance for Day, the respondent. These appearances were entered obviously merely to gain time, and the attempt at defence being frivolous and vexatious. An order was afterwards obtained by the bank for leave to sign judgment notwithstanding appearance; judgment was afterwards signed against all the defendants, and execution issued, and the residue of the debt and costs was paid to the sheriff by Day, and on the 8th Dec. it was paid to the solicitor for the bank. During this interval the title which Day now relies upon as constituting him the owner of the debtor's stock in trade was acquired. The bill of sale, which the debtor and Day together had instructed Day's solicitor on the 22nd Nov. to prepare, was not executed until the 27th Nov.; probably not prepared until that day, as it is on a lithographed form, the blanks merely being filled in, and it was not registered until the 8th Dec., after the money due on the judgment had been paid by Day. It is made between the debtor, described as a boatbuilder, of the one part, and John Day of the other. It recites that the debtor was indebted to Day in the sum of £245, and Day having required payment thereof, the debtor had requested time for payment thereof, and had agreed to give security for the payment of the same in manner thereafter appearing. It is witnessed that in consideration of the said sum of £245 being then due, and owing by the debtor to Day, and for better securing the payment thereof, the debtor assigned to Day all the canal boat now in course of construction, and the timber, paint, oils, iron, tools, and every the goods, utensils, implements, and things which are now belonging to the debtor, or upon, or about his workshops and yard, situate at Apperly Bridge aforesaid, subject to a proviso for avoiding the same on payment by the debtor to Day of £245, with interest at five per cent. per annum on the 27th Dec. next, or such earlier day as Day should appoint by notice in writing given to the debtor twenty-four hours before the day to be so appointed. In default of payment according to the proviso Day had power to enter, seize, and sell. Notice was given on the 29th Nov., and on the 2nd Dec. Day, by the debtor's foreman as his agent, entered and seized. On the 3rd Dec. the debtor filed his petition for liquidation, and by orders duly made and continued, the sale of the goods so seized has been restrained. The bill of sale upon the face of it is for an existing debt, and the only property of the debtor not comprised in it consisted of his book debts and household furniture. The book debts are not expected to realise £20, and his household furniture has been sold under a distress for rent by the landlord, and have not produced sufficient to pay the rent distrained for. The bill of sale, therefore, comprised substantially all the debtor's available property, and effectually disabled him from carrying on his trade, and, therefore, was an act of bankruptcy, unless it can be shown that advances were made by Day to the debtor under a *bona fide* belief on his part that the debtor was solvent, and was of such an amount and character as to be reasonably sufficient to enable the debtor to carry on his business. Day has sworn positively that he believed the debtor to be solvent to the very last, and it has been strongly urged on his behalf that I am bound to give credit to his oath. It was urged that Margerison believed the debtor's statement that he was solvent, and upon the faith of that belief advanced the debtor £20, as late as the 24th Nov. If Margerison was deceived, why should not Day be held to be deceived as well? The answer is obvious. As I have said, Margerison proved the sincerity of his belief by lending the debtor money. Margerison endeavoured to obtain from the debtor a statement of his indebtedness, but did not obtain from him any statement of his assets, and has suffered for his misplaced confidence. On the other hand, Day, as shown by the account he has exhibited of his cash and bill transactions, must have known that the debtor was an embarrassed trader, out of whose embarrassment Day, as a money lender, was making a money lender's profit (for none of his transactions with the debtor are legitimate trade transactions, and none of them appear in any way in the books of the debtor). Day does not appear to have inquired or cared to inquire about the debtor's other debts or liabilities. The only inquiry Day cared to make was the value of the debtor's stock-in-trade and effects in his yard, including the boat he was building, and finding that this was estimated at £240, he found it sufficient for his security, and was satisfied. These facts appear to me sufficient to make it my duty to disbelieve Day's statement that when he required the bill of sale to be given, he believed the debtor to be solvent. On the contrary, I am satisfied that he believed the debtor to be insolvent, and took the bill of sale because he so believed. And as to the ad-

vances which were made by Day, they were not made under any previous *bona fide* arrangement, or for the purpose of enabling the debtor to continue his trade. They consisted of two sums of £51 6s. and £14. The former sum was paid to the debtor to enable him to make a payment to the bank on account of the sum sued for, and as a means of gaining time. Of this sum the debtor applied £42 for that purpose, and that was a payment really in the interest of Day, because he was included in the suit, and liable to have judgment signed and enforced against him for the whole debt, as was ultimately done after Day's vexatious attempts at delay had been defeated. As to the £14 that appears from Day's account (exhibit A) to have been paid on the 27th Nov. (the day the bill of sale was executed), to enable the debtor to pay out Stead's execution—the very debt towards which the debtor had on the 24th Nov. (while the bill of sale was in progress) fraudulently obtained from Margerison the sum of £30. Upon the hearing, several authorities were pressed upon me as tending to uphold the bill of sale as valid: (*Ex parte Tweeddale*, L. Rep. 14 Eq. 586; *Ex parte Fisher*, L. Rep. 7 Ch. Ap. 636; *Ex parte King*, L. Rep. 1 C. D. 256; *Lomas v. Buxton*, L. Rep. 6 C. P. 107; *Ex parte Winders*, L. Rep. 1 Ch. D. 290; *Ex parte Ellis*, L. Rep. 2 C. D. 797). None of these cases appear to me to be applicable in favour of Day's contention, if my view of the facts as established by the evidence is correct, but, on the contrary, are decisive authorities against him. In my opinion the bill of sale is void as being a transfer of substantially the whole of the debtor's property for an existing debt, the creditor knowing that the debtor was insolvent, and not having made any subsequent advance of money *bona fide* for the purpose of enabling the debtor to continue in trade. The order will, therefore, declare the bill of sale void; that the respondent Day do forthwith retire from the possession of the goods comprised in the bill of sale, and give up such possession to the trustee. I make the injunction already granted absolute, and order Day to pay the costs of this motion, and the orders for the injunction and the costs incurred by the trustee in keeping possession. I have not thought it necessary to examine the several cases cited in order to show their inapplicability to the present case. The principles to be applied are clear: the difficulty is properly to ascertain the facts which must regulate their application. This involves an appreciation of the evidence upon which almost of necessity different minds will form different conclusions. Hence the proverbial uncertainty of the law, especially illustrated in the perplexing decisions upon bills of sale by insolvent traders. If I am wrong I have given the respondent the grounds of my decision that he may appeal if so advised.

#### LIVERPOOL COUNTY COURT.

Friday, Feb. 23.

(Before J. F. COLLIER, Esq., Judge.)

*Ex parte* DANSON; *re* WILLACY.

*Bankruptcy Act 1869, s. 31—Right of proof for costs of proceedings against debtor up to date of notice of act of bankruptcy.*

*Held, that by virtue of second branch of 31st section such costs are provable, even although judgment has not been recovered or decree issued.*

HIS HONOUR said: The following are the facts of this case: On the 3rd Dec. 1875, certain infants, by their next friend, Henry Danson, filed a bill in the Court of Chancery of the County Palatine of Lancaster, against James Rose Willacy, as trustee of a settlement, to make good a sum of £1000. On the 17th Feb. 1876, James Rose Willacy filed a petition for liquidation in this court, and on the same day notice of that petition was given to Mr. Danson. Mr. Banner was duly appointed trustee under the liquidation, and on the 27th April an order of revival of the above-mentioned suit against him as such trustee was made by the Court of Chancery. On the 19th Aug. a decree in the suit was made, the material part of which is as follows: "This court doth declare that the defendant, James Rose Willacy, was at the date of the liquidation of his affairs and he now is personally liable to make good the sum of £1000, and that the above-named Henry Danson be at liberty to prove, on behalf of the persons interested, as represented, for the said sum of £1000, and the plaintiff's said costs as a debt against the estate of the said James Rose Willacy." Proofs for the £1000 and for the costs were tendered to the trustee accordingly, who admitted the proof for £1000, but rejected that for costs amounting to £106, on the ground that the latter was not a debt provable in liquidation. From this decision of the trustee Mr. Danson appealed to this court. It was argued that the above-mentioned decree amounted to an order of the Court of Chancery, and those proofs should be admitted, but I do not so regard it. In my opinion it was only intended as giving leave to Mr. Danson to prove, in his capacity as next

friend to the infant plaintiffs, and that it left the question as to the admissibility of the proofs to this court. As to all costs incurred subsequent to Mr. Danson's notice of the petition for liquidation, I am bound by the words of the 31st section of the Bankruptcy Act 1869, which are as follows: "No person having notice of any act of bankruptcy available for adjudication against the bankrupt shall prove for any debt or liability contracted by the bankrupt subsequent to the date of his so having notice." It is hardly necessary to say that this section is applicable to liquidation, and the costs incurred after the 17th Feb. are, in my opinion, a liability within the meaning of the 31st section, contracted by the bankrupt subsequent to the date of the creditor having notice of the act of bankruptcy, and they are not merely a liability imposed by an order of the Court of Chancery, with which the creditor had nothing to do, for he might have discontinued the suit, and proved for the debt under the liquidation; but he elected to go on with the suit. It remains to consider whether the costs prior to the notice are provable. In my opinion they come within the meaning of the words of the second branch of the 31st section, as being a "liability to which the debtor has become subject during the continuance of the liquidation by reason of an obligation incurred prior to the liquidation." On the 19th Aug. the Court of Chancery finds by its decree that the debtor was liable to pay the £1000 at the date of the liquidation. The obligation, therefore, which this decree enforces existed at the time of the liquidation; but if the payment of the £1000 was an obligation at that time, the costs necessarily incurred in establishing that obligation are, in my opinion, a liability incurred by reason of that obligation, and it was as the debtor became subject to by the decree of the court, which was made during the continuance of the liquidation. I am of opinion, therefore, that the creditor is entitled to prove for the amount of the costs incurred up to the date when he received notice of the liquidation petition, which I believe will be found to be the 17th Feb. Mulholland, instructed by Yates and Co., appeared for the trustee.

Walton, instructed by Danson, for the creditor.

#### LEGAL NEWS.

##### STRANGE SCENE IN A NATAL LAW COURT.

A STRANGE scene occurred in the Supreme Court of Natal shortly before the departure of the last steamer from that colony. Dr. Smith, a barrister, late of the Norfolk Circuit, England, who, since his arrival in Natal, has acted as editor of a newspaper called the *Witness*, published at Mankburg, brought an action against the *Times of Natal*, the opposition newspaper, for libel. He claimed £500 damages, on the ground that the *Times* had accused him of scurrility. The learned doctor attended at the Supreme Court, which was presided over by Connor, C.J., for the purpose of arguing his exceptions to the defendant's plea, and was attired in the wig and gown of an English barrister. He was proceeding to argue his exceptions to the defendant's plea, when the Chief Justice, in interrupting him, said: "You are not in costume." Dr. Smith looked puzzled, and the Chief Justice repeated the expression.

Dr. Smith.—I am not aware that there is anything wrong in my attire.

The CHIEF JUSTICE.—Yes there is. You are dressed as an English barrister and not as an advocate of this court.

Dr. Smith said he was very sorry if his robes were any way irregular, and he would be happy on another occasion to make any alteration which his Lordship would desire.

The CHIEF JUSTICE.—You must do it now. I cannot hear you unless you do it.

Dr. Smith (in astonishment).—Do I understand your Lordship to direct me to alter my attire in open court?

The CHIEF JUSTICE.—Yes, if you wish to be heard.

Dr. Smith.—Would your Lordship kindly indicate to me the nature of the change which I am to make at so short a notice?

The CHIEF JUSTICE.—You wear a wig. You must take it off.

Dr. Smith.—A wig is an antiquated article of attire till lately worn, in some shape, by gentlemen. Any man is entitled to wear artificial hair here or in the street, and doing so is at most an eccentricity.

The CHIEF JUSTICE.—Not so. It is a covering to the head, like a hat or any other, and you must not appear here covered.

Dr. Smith.—Now that your Lordship has expressed that view, which is quite new to me, I presume your Lordship will not put me to the trouble of making the alteration now, but will allow me to correct the mistake another time? It would be more usual and more agreeable.



The CHIEF JUSTICE (with energy).—No, now. If not, we must adjourn the case. When shall we adjourn it to?

Dr. Smith.—As far as I understand your Lordship, if I take my wig off I may go on?

The CHIEF JUSTICE.—Yes.

Dr. Smith (putting his wig on the table).—Then there it is, my Lord; and I have six objections to the defendant's plea.

The whole of the doctor's objections, except one, were overruled.

ONE of the most genial, popular, and successful members of the Bar has been suddenly cut off in the prime of life, and when his career was promising a bright future—Charles Lanyon. He was actually engaged in a pending cause when the fever which killed him seized him. He was an energetic supporter of the Barristers' Benevolent Association, and was a universal favourite in the Profession.

SALE OF SERJEANTS' INN.—On Friday, the 23rd ult., the sale took place at Tokenhouse-yard, the auction being conducted by Mr. George Trist, of the firm of Messrs. Norton, Trist, Watney, and Co. The property consisted of "a substantial pile of buildings, known as 1, 2, and 3, Serjeant's-inn, producing at present upwards of £1200 per annum, and also Serjeant's-inn Hall, Chancery-lane, the whole occupying an area of nearly 17,000 superficial feet." Serjeant's-inn Hall was described as comprising "a lofty dining hall with five richly-stained glass windows, a coffee room, a lofty chapel with three richly-stained glass windows, judges' robing room, serjeants' robing room," &c., and it was hinted that its locality being "in close proximity to the new law courts, it offered unusual facilities for the erection of an institution or club house." The auctioneer, after reading the printed particulars, said he estimated the freehold to be worth £3 per foot, which would amount to £51,000. Then the property upon it was worth £20,000—say £70,000 together, from which, if the commuted value of the charges upon it was deducted, which he estimated at £6330, there remained £63,670 as the value of the property offered. £40,000 was the first bid, followed by offers of £45,000 and £50,000. Having got to this point Mr. Trist announced that the property was now for free competition, without reserve. From this figure the bidding rose by strides of £500 up to £52,000, and subsequently progressed in offers varying from £100 to £500 to £57,100, at which price it was knocked down to Mr. Serjeant Cox. The biddings from £52,000 upwards had, in fact, been confined solely to Mr. Serjeant Cox's agent and to a gentleman who represented the Law Fire Office in Chancery-lane.

QUALIFICATION FOR MEMBERS OF TOWN COUNCILS, &c.—A Bill "to amend the law relating to the qualification for members of town councils and local boards" has been ordered to be printed by the House of Commons. It has been prepared and brought in by Mr. Bart, Mr. Chamberlain, Mr. Morley, and Mr. Mundella. The following is a copy of the bill: "Whereas it is expedient to amend the law relating to the qualification for members of town councils and local boards: Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—1. Subject as hereafter in this Act mentioned, every person shall be qualified for election to the office of mayor, alderman, or councillor of a municipal borough, or of any ward thereof, who at the time of such election is duly enrolled as a burgess or citizen of such borough in the burgess roll or ward lists in force at the time of such election, and who has resided in such borough during twelve months immediately preceding the day of such election. 2. Subject as hereafter in this Act mentioned, every person shall be qualified for election as a member of a local board for any local government district who at the time of such election is entitled to vote at such election, and who has resided within such district during twelve months preceding the day of such election.—3. The foregoing enactments shall be subject to the following provisions, that is to say—(a.) The qualifications mentioned in the said enactments shall be alternatives for and shall not repeal or take away any other qualification.—(b.) Nothing in this Act shall qualify any person for any office who is disqualified for such office by the existing law by reason of office, contract, bankruptcy, or any other matter of disqualification or disability.—(c.) If a person qualified under this Act ceases for six months to reside within the borough or district, in which he has been elected to an office, he shall cease to be qualified under this Act, and his office shall become vacant, unless he was at the time of his election, and continues to be, qualified in some

other manner. 4. This Act shall, as regards boroughs, be construed as one with the Act of 5 & 6 Will. 4, c. 76, entitled "An Act to provide for the regulation of Municipal Corporations in England and Wales," as amended by any Acts for the time being in force, and shall as regards local boards be construed as one with the Public Health Act 1875, as amended by any Acts for the time being in force. 5. This Act may be cited for all purposes as the Town Councils and Local Boards Act 1877." It has been read a second time.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

THE COMPANIES ACT 1867, s. 38.—As a solicitor having had more than the average experience of solicitors in company matters, I venture to draw the attention of the Profession to the false position in which solicitors now find themselves, in consequence of the recent decision of the Court of Common Pleas with respect to the contracts which the 38th section of the Companies Act 1867, require to be notified in prospectuses. For my own part I have had, times without number, to advise boards of directors and others, when a company was about to be brought out, as to what contracts should be inserted in the prospectus, and I have, under the advice of able counsel, acted upon the principle that the only contracts required to be set out were contracts made with or on behalf of the company, or in respect of which the company could either sue or be sued. This interpretation of the section has, I venture to say, been universally accepted and acted upon by the Profession; and of the many hundreds of companies which have been formed since 1867, there are probably not 5 per cent. in respect of which there have not been contracts entered into of a character similar to those made in the *Lisbon Tramways* case, and of which no mention whatever has been made in the prospectus. If, therefore, the judgment in *Twyecross v. Grant* is good law, it is fearful to contemplate the result as regards all those companies to which I have alluded, and as regards the persons who happen to have been their promoters, directors, or officers. Each and all of these persons may be made responsible to return to the shareholders the full amount of the share capital of the respective companies in which they have been concerned, which means that because their solicitor or counsel are found to have taken a view of the law different from that which the court has only now arrived at, they are to be ruined for an error inadvertently made in omitting to name in a prospectus a contract, no matter how trivial, and which may not have damaged the shareholders one iota. But to come to solicitors personally; is it not at least open to question whether they cannot be made personally responsible to the clients whom they may have so wrongly advised? I fear there is considerable danger, at any rate, that this view may be taken of the matter by clients smarting under the injustice of being ruined for a mere lawyer's error. I am glad to see, by an article in your paper of Saturday last, that some attempt is being made, by the introduction of a Bill in Parliament this session to remedy matters for the future, but no legislation will be of any use unless it have a retrospective operation, and provide an indemnity in all cases where contracts have been omitted to be mentioned in prospectuses *bona fide* and with no fraudulent intent. I commend this view to the attention of all solicitors who have had anything to do with the issue of companies' prospectuses, and I would strongly suggest that they should urge upon Members of Parliament with whom they have influence, the importance of having a measure so framed as to provide a really effectual protection against all involuntary errors in the construction and application of the 38th section of the Act of 1867. Indeed I believe it will be found that a very large number of the members of the House of Commons have actually rendered themselves liable to the consequences I have pointed out, if the construction now put upon the section by the Court of Common Pleas is to hold good. There ought, therefore, to be no difficulty in passing such a provision as I have suggested, were it only for their own individual protection.

A SOLICITOR OF MORE THAN TWENTY YEARS' STANDING.

APPEARANCE—NOTICE OF—ORDER XII., RULE 6 AND RULE 5 OF THE RULES OF FEB. 1876.—On reading the last issue of the LAW TIMES I notice the following remarks on the above subject. "Under Order XII., rule 6, when appearance was entered in London to a writ issued from a district registry, the defendant was required

to give notice of appearance at the address for service in London. Now he can either do that or give notice at the address for service in the district of the district registry." On referring to rule 5 of the Feb. rules, I find that such rule requires a defendant who appears elsewhere than where the writ is issued, on the day he appears to give notice of appearance, either by notice served in the ordinary way at the address for service within the district of the district registry, or by prepaid letter directed to such address (i. e., within the district of the district registry), and posted on that day in due course of post. Rule 6 having been annulled by rule 5 of the Feb. rules, it is no longer optional with the defendant to give notice of appearance either at the London address for service or the district registry address for service; but he is bound to give notice at the latter address, and he need not give it at the former address. J. CLIFF.

COMMISSIONS FOR OATHS.—In the work by Mr. Charles Ford, entitled "Oaths in the Supreme Court," it is said that the wording of the provision under which applicants for commissionships must have taken out six annual certificates, "justifies the opinion that it will be sufficiently complied with if an applicant has six times consecutively obtained an annual certificate, although he may not have been in practice six years." I quite agree with the author quoted, but it will probably interest intending applicants to learn that the official construction of the rule is that six complete years must have elapsed from the date of admission before appointment. It should, of course, be borne in mind that the Lord Chancellor has given the Law Society "to understand that in circumstances of a very special nature a commission would be granted a solicitor, although such regulations may not have been entirely complied with" (Ford, p. 7). A curious point has come under my notice in reference to these commissions. The Lord Chancellor's officers hold that the commissioner may administer the oath directly the commission is signed, while the officials at the Law Institution, relying no doubt on the 23 & 24 Vict. c. 127, say that it is necessary for the commission to be registered with the Law Society before it is acted on. The matter may be of importance, as I know of at least one commissioner appointed under the Judicature Act who has acted prior to registration, and the question arises whether the deponents in such cases are really sworn in a legal sense. It may be added that Mr. Ford's work lays down the rule against the Law Society's view, while Mr. Braithwaite's Manual (p. 7) supports it.

EIGHTEENPENCE.

INTERCHANGE BETWEEN THE TWO BRANCHES.—I think it would be only fair if the clause in the Legal Practitioners' Bill referred to in your issue of the week before last contained a provision for reducing the duty on admitting to the Inns of Court ex-articled clerks as well as ex-solicitors. The student who has paid for an £80 stamp upon his articles, and in the course or after the termination of his service proceeds to the higher branch of the Profession, should certainly not forfeit all title to consideration because he has not also paid the additional £30 or so required for admission on the roll of solicitors.

ONE WHO DID THIS.

READING FOR HONOURS.—Your remarks in last week's issue on the prizes given by the Incorporated Law Society, and the letter of "A Clifford's Inn Prizeman," touch on subjects which would be most beneficially discussed by lawyers and law students. Your observations as to the selfishness of the system of awarding scholarships by the Inns of Court, considering that the wealth of those bodies was to a large extent founded by the junior branch of the Profession, are well put, and it is hoped that the benchers may at length be brought to see the justice and desirability of dispensing their rewards more generally among law students. It is also much to be desired that the members of the junior branch will move in the matter of establishing substantial inducements and rewards for learning. But even until such a state of things comes about, is it not in the power of the Law Society to make an improvement, even without pecuniary assistance? Would not the quasi-anomaly (which "A Clifford's Inn Prizeman" seems to think is quite an anomaly) of "reading for honours" be to a certain extent removed if the examiners would give distinctions in the pass lists, putting, say, the first thirty successful candidates in order of merit? I do not know whether the examiners object thus to classify on the ground that solicitors might be influenced in practice in the eyes of the public by their relative order of merit in the examinations. If there is any such objection, surely there is no ground for it, for the learning required to pass the final examina-



tion is fixed as the standard to which it is necessary that students should attain to be thoroughly qualified practitioners; and although honours would signify that those obtaining them had exceeded that standard, or at all events had thoroughly attained to it, yet the very fact of those other candidates obtaining a pass would be of itself a proof that they were, in the opinion of the authorities, as fully qualified to practise as those who had excelled them in the technical examination. The benefits arising from such a system would, I think, be great. It would stimulate a greater desire for depth of learning among students, and those who had the inclination and opportunity of studying for "honours" would then have the satisfaction of knowing that there were some honours (though barren) to crown their efforts. It is hoped that we shall be favoured with more of your valuable remarks and suggestions on the subject, and also a discussion in your columns, which we know are always open for the reception of that which will in any way benefit the Profession therein represented.

FINAL.

[The Benchers of the Inns of Court will never contribute a farthing towards the encouragement of legal studies by solicitors.]

## NOTES AND QUERIES.

one are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

117. HIRE OF FURNITURE—CUSTOM—BANKRUPTCY—ORDER AND DISPOSITION.—Allow me to call the attention of your correspondent "T. J. C. Borden" to the report of *Ex parte Powell*; *Re Matthews* (34 L. T. Rep., 224) where it was held—differing from the decision of the Chief Judge in *Hankruptcy*—that the existence of such a custom had not been so frequently proved that the Court could take judicial notice of it, and that it was not sufficiently proved, in that case. "Now the reported cases," says Mellish L.J., delivering the written judgment of the Court, "are few in number, and seem to us insufficient to establish that the alleged custom has been frequently proved." OUTIS.

118. COMMUNITY OF EMPLOYMENT.—In reference to your leader, in last week's issue, on "Community of Employment," I venture to suggest, as a general definition, "All subdivisions of labour, culminating in the accomplishment of one common end." *Turner v. Great Eastern Company* (33 L. T. Rep. 431) is rather hostile, but that case was characterised by Coleridge, C.J., as "a difficult one and near the line." The meanings of "Community of Employment" mentioned in the same article often occur in the one and the same case. Take for instance the example of employer—contractor—servant. Here the identity of employer must first be determined, i.e., the answer to the question fellow-servant or not, before the identity of work, i.e., common employment, in the usual acceptation of the phrase, can be inquired into. I should be exceedingly obliged if one of your correspondents would tell me whether the above is an accurate summary of the law on this point? OUTIS.

119. MASTER—SERVANT—NEGLECT OF FELLOW-SERVANT.—Is the following a correct summary of the law? The master is not liable when both are engaged upon a common employment, for the law presumes that the risk was contemplated by the servant at the time when he entered his master's employment. This presumption, however, can be rebutted, (a) By showing that the risk was not so contemplated, i.e., was not reasonably incidental; (b) By proving negligence on the master's part. This negligence, the onus of proving which lies on the servant, must be one of the following specific acts: (1) That the master undertook personally to superintend the work; (2) That the persons employed by the master were not proper and competent persons; (3) That the materials were defective (see *Murphy v. Philbrick*, 33 L. T. Rep. 477); (4) That the materials were inadequate, or the means and resources unsuitable to accomplish the work (see *Allen v. New Gas Company*, 34 L. T. Rep. 543). The master, on the other hand, is liable where the employment is not common, unless he can show that the risk was reasonably incidental, and, therefore, within the contemplation of the servant at the time of his engagement, or unless he can prove contributory negligence on the part of the servant. OUTIS.

120. BASTARDY.—Can a woman who, since the birth of the child, has married, and is living with her husband, apply for an order of affiliation upon the putative father? DEVON.

121. SCHOOL BOARD CONVEYANCES.—Do school board conveyances for valuable considerations require enrolment under the act 9 Geo. 2, intitled "An act to restrain the dispositions of lands, whereby the same become unalienable." 31 & 32 Vict. c. 44, sect. 1, states no enactment is necessary where the grant is really and bona fide made for full and valuable consideration. E. G.

122. SERVICE OF WRIT—AGENT'S CHARGES.—I charged a London correspondent 6s. 6d. for affidavit of service of writ and oath. He writes me word the 1s. 6d. is always included in the 6s. charge for affidavit. Is this correct? A COUNTRY SOLICITOR.

[Under the old practice you were entitled to 6s. The allowance is now 6s. 6d., as you say.—ED. SOLS. DEPT.]

123. ONE SOLICITOR ACTING AS ADVOCATE FOR ANOTHER.—Will you or any of your readers kindly in-

form me by what rule one solicitor is prohibited from acting as advocate for another?

AN ARTICLED CLERK.

[By the County Court Act 1852. The provision ought to be repealed.—ED. SOLS. DEPT.]

124. WIDENING COUNTY BRIDGE—EXPENSE OF.—A county bridge repaired at the expense of the county is situate near the boundary of the district of an urban sanitary authority. The justices of the peace for the county are willing to widen the bridge providing the authority will contribute one half of the expense of so doing. Can the authority legally apply their funds or charge the rates for this purpose (43 Geo 3 c. 59, s. 2)? A.

125. ARTICLED CLERK—ASSIGNMENT.—Can a solicitor who has two article clerks take an additional one upon one of the two being assigned to his agent? H. [Yes, if there is a deed of assignment, not otherwise. See sect. 4 of 6 and 7 Vic. cap. 73.—ED. SOLS. DEPT.]

126. SOLICITOR COVENANT NOT TO PRACTICE.—A is under a covenant not to practice as a solicitor in the parish of X. Persons residing at X. are desirous of employing A. as their solicitor. Does the above covenant debar A. from acting for such clients, and can A. make appointments to meet them at an inn in X., without infringing his covenant? Are there any cases bearing upon the question? A.

127. PENNETT CHASE ACT.—Would you kindly inform me when the Pennett Chase Enclosure Act was passed? ENQUIRER.

128. WEEKLY TENANCY.—Lodgings are taken on a Wednesday, and the rent is paid weekly. On a subsequent Thursday morning the tenant says he is leaving that day, and tenders rent to the Wednesday following. Can the landlord demand a fortnight's rent in lieu of notice, seeing that the notice is not given on a Wednesday; or would the tenant's notice be held reasonable and sufficient? EGER.

### Answers.

(Q 97.) VENDOR AND PURCHASER ACT, 1874.—I beg to differ from the answers hereto contained in last week's LAW TIMES. The 4th sect. of above Act states "that the legal personal representative of a mortgagee of a freehold estate . . . may, on payment of all sums secured by the mortgage, convey the mortgaged estate"—not reconvey—so that it is implied by the sect. itself that the estate may be conveyed to some person other than the mortgagee. I am confirmed in this opinion on referring to "Prideaux's Conveyancing," eighth edition, vol. I., p. 494, where I find it stated that the Act applies, "not only to a reconveyance to the mortgagor himself, but to any case where the mortgagee, for the time being, receives the whole of the money; as, for example, a transfer of the whole debt in consideration of the full amount paid by the transferee to the transferee. And your correspondent will find at p. 670 of the same vol. a form of transfer by the administrator of a deceased mortgagee." J. G. M.

(Q 101.) CONVEYANCING.—The case your correspondent "G. S. B." refers to is *Vale of Neath Colliery Company v. Furness* (34 L. T. Rep., 231). OUTIS.

## LAW SOCIETIES.

### LAW ASSOCIATION.

THE usual monthly meeting of the directors was held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 1st inst., the following being present, Mr. Tylee (chairman), and Messrs. Carpenter, Collinson, Drew, Few, Hedger, Lovell, Masterman, Parkin, Powys, Sawtell, Scadding, Sidney Smith, Styant, Vallance, Williamson, and Boodle (secretary). To the daughter of a deceased member a grant of £35 was made, and to the sister of a deceased member one of £22 10s. One new member was elected, and the ordinary general business was transacted.

### PROMOTIONS AND APPOINTMENTS.

NOTE BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

THE Queen has been pleased to appoint Mr. Whitley Stokes, barrister-at-law, Doctor of Laws, C.S.L., to be an Ordinary Member of the Council of the Governor-General of India.

MR. EDGAR GOBLE, solicitor, Coroner for the County of Hampshire, has appointed Mr. W. F. Brook, surgeon, of Fareham, deputy coroner, and the appointment has been confirmed by the Lord Chancellor.

THE Irish Lord Chancellor has appointed Mr. James Robinson, Q.C., to act as Circuit Judge in the room of the Chief Judge, whose illness prevents him leaving town.

MR. R. MURDOCK, solicitor, College-green, Dublin, has been appointed Clerk of the Crown for the County of Monaghan.

MR. ALBERT ST. PAUL (M.A., Oxon), of the firm of Fletcher St. Paul and Co., solicitors, Maidenhead, Berks, and 11, Staple's Inn, W.C., has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature (England).

## THE COURTS AND COURT PAPERS.

### HOUSE OF LORDS, SESSION 1877.

#### CAUSES STANDING FOR HEARING.

Set down in Session 1876.

Clark v. Adie (Chancery, England).

Set down in Session commencing 21st Nov. 1876.

Campbell v. Houston (Scotland).

Lockyer v. Ferryman (Scotland).

Set down in Session 1877.

Logan and another v. McLeellan (Scotland).

McKinnon v. Armstrong, Brother, and Company (Scotland).

Aberdeen Town Council v. Aberdeen University (Scotland).

Gisborne v. Gisborne (Chancery, England).

Claims of Peerage Depending.

Airth Peerage.

Stuart de Decles Peerage.

Annandale Peerage.

Mowbray Peerage.

Lindsay Peerage.

### COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Rota of Registrars in Attendance.

		Court of Appeal.	Master of the Rolls.
Saturday, Mar. 3	3	Milne	King
Monday	5	Farrer	Teesdale
Tuesday	6	King	Ward
Wednesday	7	Holdship	Teesdale
Thursday	8	King	Ward
Friday	9	Farrer	Ward
Saturday	10	Holdship	Teesdale
		V.C. Malins.	V.C. Hall.
Saturday, Mar. 3	3	Teesdale	Leach
Monday	5	Pemberton	Macnab
Tuesday	6	Clowes	Milne
Wednesday	7	Pemberton	Macnab
Thursday	8	Clowes	Milne
Friday	9	Pemberton	Macnab
Saturday	10	Clowes	Milne
		V.C. Hall.	Certificate of Sale and Transfer.
Saturday, Mar. 3	3	Pemberton	Latham
Monday	5	Leach	Ward
Tuesday	6	Latham	Pemberton
Wednesday	7	Leach	Clowes
Thursday	8	Latham	Holdship
Friday	9	Leach	Latham
Saturday	10	Latham	King

The Easter Vacation will commence on March 3, and terminate on April 3, both days inclusive.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any data and materials required for a biographical notice.

### C. E. PALMER, ESQ.

THE late Charles Edmund Palmer, Esq., Barrister-at-Law, of Plowden-buildings, Temple, died on the 3rd inst., after an illness of two years' duration, at the residence of his brother, the Rev. George Thomas Palmer, St. Mary's Rectory, Newington, in the fortieth year of his age, was the third son of the late John Palmer, Esq., of Westbourne, Sussex, a magistrate for that county, and formerly of the 2nd Ceylon Regiment, who served through the Ceylon War as Aide-de-camp to Lieutenant-General Sir John Hamilton, and who died in 1839. His mother was Harriet Venner, daughter of the late Sir John Wilde, LL.D., and niece of the first Lord Truro—Lord High Chancellor. Mr. Palmer was born in the year 1837, and was educated at Uppingham School, whence he proceeded to Worcester College, Oxford. He was called to the Bar by the Honourable Society of the Inner Temple in Trinity Term 1864, and became a member of the Oxford Circuit; but failing health prevented him from following his profession, except in an intermittent manner. "He was," writes one who knew him well, "a man of great natural ability and eloquence, and of cultivated mind, and was much esteemed for his force of character and genial qualities by a large number of both branches of the Profession." Mr. Palmer lived and died a bachelor. His remains were interred in the cemetery at Woking.

### T. J. MASON, ESQ.

THE late Thomas Johnson Mason, Esq., solicitor, of Louth, Lincolnshire, who died in London, on the 1st inst., in the thirty-seventh year of his age, was the third son of Thomas Mason, Esq., of Louth, a local magistrate. He was born at Basing, near Great Grimsby, Lincolnshire, in the year 1841, and was educated at the Grammar School at Louth. Mr. Mason was articled to a member of the firm of Messrs. Allison and Sons, of Louth, from whose office he went to Messrs. High and

5, Gray's-inn-square, to serve the last few of his term. He passed his examination in 1863. He immediately took a managing slip in the office of Messrs. Frere, Cholmeley, orster, of 28, Lincoln's-inn-fields, and he ed there until March 1869, when he went artnership at Louth with Mr. H. F. V. r (the eldest son of the late Henry Falkner, f that place), under the style of Mason and r, and rapidly gained an extensive practice. a clerk to the borough justices at Louth, ld numerous other appointments which he d on the death of Mr. Henry Falkner. Mr. , previous to his decease, had been in fail- alth for some months. Mr. Mason married, ), Maria Louisa, third daughter of William brown, Esq., of Ascot Heath, Berkshire, by he has left five children. His remains were d on the 5th instant in the family burying in the churchyard at Keddington, near

#### J. M. COBBETT, ESQ.

late John Morgan Cobbett, Esq., M.P., bar-at-law, of Skeynes, near Edenbridge, Kent, died on the 13th inst., at 20, Brompton-nt, South Kensington, in the seventy-seventh f his age, was the second son of the late n Cobbett, Esq., formerly M.P. for Oldham, ll-known author of the "Political Register," d he was born in the year 1800. He was to the Bar by the honourable society of n's-inn in Michaelmas Term 1830, and e a member of the Home Circuit. In 1852 ered the House of Commons in the Liberal t, as member for Oldham, but was defeated General Election in 1865. In Dod's "Par- tary Companion" he is spoken of as "A of the Established Church, and not to the ary system, and would support education eligious basis; in favour of annual Parlia- vote by Ballot, and universal suffrage." ver, he voted for Lord Derby's Reform Bill and when he was again returned by his old tency in 1872, his political opinions had erably veered round towards Conservatism. obbett had been an unsuccessful candidate rliamentary honours on several occasions us to his first entry into St. Stephens: first ventry in 1833; for Chichester in January and for Oldham in July of the same year is father's death), as well as in July 1847. obbett was a magistrate for Sussex, and had or some time a chairman of the quarter ses- for that county. He was a persistent agitator "Tishborne" case, and only very recently s before the court in connection with that orn subject. Mr. Cobbett married, in 1851, daughter of the late John Fielden, Esq., ly M.P. for Oldham.

#### T. HAWETT, ESQ.

late Thomas Hawett, Esq., solicitor, of Lancashire, who died on the 12th instant, residence in that town, in the thirty-fifth of his age, was the youngest son of Dr. it, of Wigan, whose name is well known hout Lancashire. Born in the year 1842, s admitted a solicitor in Trinity Term 1865, as a member of the Incorporated Law y of the United Kingdom. A member of l Roman Catholic family, the deceased gentle- and for many years past, says the Catholic , actively interested himself in the local ic charities; he was a member of the l Board, and closely identified with every ic movement in Wigan. The remains of eceased gentleman were interred in the family n St. Mary's Church, Wigan.

#### F. KELLY, ESQ.

late Fitzroy Kelly, Esq., barrister-at-law, of n's-inn, who died on the 12th instant, at ndria, Egypt, was a son of the Right Hon. itsroy Kelly, Chief Baron of the Court of quer, by his first wife, Agnes Searth, eldest ster and co-heiress of Capt. Mason. He was about the year 1833, and was educated at y College, Cambridge, where he graduated in 1856. He was called to the Bar by the rable society of Lincoln's-inn, in Michael- term 1858, and practised as an equity drafts- and conveyancer.

#### E. CATHCART, ESQ., LL.D.

late Elias Cathcart, Esq., LL.D., barrister- of Ancehndrane, Ayrshire, who died on the inst., at Belmont, near Ayr, N.B., in the y-third year of his age, was the eldest son of e Hon. David Cathcart, of Alloway, a judge s Supreme (Scottish) Court and Justiciary, s marriage with Mary, daughter of the late r Muir, Esq., M.D., of Blairstone and le Ancehndrane. He was born in the year and was educated at Edinburgh, and at the nity of Leyden, where he took the degree D. in 1815. He was called to the Scottish

Bar in 1817, and was a magistrate and deputy- lieutenant for Ayrshire, and also a magistrate for Fifeshire. Mr. Cathcart married, in 1818, Janet, daughter of the late Robert Dunlop, Esq., of Clober, Stirlingshire, by whom he had an only daughter.

## THE GAZETTES.

### Bankrupts.

Gazette, Feb. 23.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
DAWHARN, EDWARD PHILIP (otherwise Ernest Percival Daw- barn), coal merchant, Union-st, Old Broad-st. Pet. Feb. 13. Reg. Hazlitt. Sol. Debenham. Sur. March 7.  
To surrender in the Country.  
COCKCROFT, OLIVER, oil, manufacturer, Allderton, near Bradford. Pet. Feb. 20. Reg. Robinson. Sur. March 6.  
HODGSON, THOMAS, builder, Darlington. Pet. Feb. 20. Reg. Crosby. Sur. March 8.  
JONES, DAVID, draper, Newport. Pet. Feb. 17. Reg. Davis. Sur. March 9.  
MASON, SAMUEL, axletree maker, Deddington. Pet. Jan. 19. Reg. Bishop.  
NEWMAN, CHARLES HENRY, brewer's assistant, East Margate. Pet. Feb. 16. Reg. Parley. Sur. March 9.  
THOM, ROBERT, commission agent, Higher Transmere. Pet. Feb. 19. Reg. Wason. Sur. March 9.  
WHITLEY, JAMES, joiner, Eokington. Pet. Feb. 15. Reg. Wake. Sur. March 19.  
WHITTAKER, JOSEPH, victualler, Macclesfield. Pet. Feb. 19. Dep. Reg. Malr. Sur. March 9.

Gazette, Feb. 27.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
STRINGER, WILLIAM, coal merchant, Judd-st, King's-cross. Pet. Feb. 22. Reg. Pepps. Sur. March 14.  
To surrender in the Country.  
COTTAM, JOHN, publican, Laughton-en-le-Morthen. Pet. Feb. 22. Reg. Wake. Sur. March 14.  
PROCTER, HENRY, horse dealer, Lindsey, par. Inkberrow. Pet. Feb. 19. Reg. Brabazon Campbell. Sur. March 14.  
SHEARING, THOMAS, draper, Salisbury. Pet. Feb. 22. Reg. Wilson. Sur. March 19.

### Bankruptcies Annulled.

Gazette, Feb. 20.

KING, JAMES, land agent and farmer, Winslow. Feb. 5, 1874.  
TITTERTON, ARTHUR, gentleman, Ashtedon. Oct. 4, 1874.  
Gazette, Feb. 23.  
HONOUR, JOHN, and CASTLE, HENRY, builders, Osney. July 11 1874.  
WIMBLE, EDWARD, chemist and druggist, Tunbridge Wells. Aug. 4, 1874.

### Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.  
Bond, C. H. brewer, first and final, 4d. At Trust. J. Naylor, 10, Acres-field, Bolton. Hasley, J. victualler, final of 3d. At Trust. J. J. Saffery, 14, Old Jewry-chmbs.—Harper, R. W., over-looker, first and final, 3d. At Trust. W. Milne, 109, King-st, Manchester.—Hewick, Basil, and Gaultier, ship chandlers, first, 1s.; second and final, 1d. At Trust. W. C. Clarke, 4, Crookherb- town, Cardiff.—Hill, J. B. lard rediger, third and final, 3d. At Trust. J. S. Harwood Banner, 24, North John-st, Liverpool.—Hoare, T. miller, third, 7s. 9d. At the County Court offices, Hert- ford. Reg-Trust. E. R. Spence, Lekehouse, F. first, 1s. At Trust. A. B. Hooper, 33, Tyndal-st, Bradford.

### Orders of Discharge.

BANKRUPT'S ESTATES.

Gazette, Feb. 16.

WORTHINGTON, GEORGE FINCH JENNINGS, apothecary, West Worthing.  
Gazette, Feb. 20.  
MCALLUM, DAVID, loan agent, Plymouth.  
TURNER, GEORGE, shoemaker, High-st, Notting-hill.

### Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 23.

ACKERS, WILLIAM, brewer, Liverpool. Pet. Feb. 21. March 14, at twelve, at offices of Sol. Miller, Peel, and Hughes, Liverpool.  
ALLEY, CHARLES, public house manager, Swansea. Pet. Feb. 17, March 6, at eleven, at office of Sol. Thomas, Swansea.  
AMAS, GEORGE, tailor, Buntingford. Pet. Feb. 21. March 9, at half-past two, at the Lion hotel, Cambridge. Sol. Nash, Royston.  
ARCHARD, JOSEPH FREDERICK, journeyman cabinet maker, Bath. Pet. Feb. 13. March 1, at twelve, at the Saracen's Head hotel, Bristol. Sol. Hobbs, jun., Wells.  
AUSTIN, JONAH, victualler, Vauxhall-walk, Surrey. Pet. Feb. 14. March 3, at ten, at the Mason's hall tavern, Mason's-avenue. Sol. King, Philpot-la.  
BARLOW, JOSEPH, provision dealer, Manchester. Pet. Feb. 21. March 9, at three, at office of Sol. Burton, Manchester.  
BASTIN, EMMA, hatmaker, Worcester. Pet. Feb. 16. March 6, at half-past eleven, at offices of Sol. Messrs. Corbett, Worcester.  
BENLEY, RICHARD GALE, butcher, Tiverton. Pet. Feb. 21. March 8, at three, at office of Sol. Loosemore, Tiverton.  
BIGGS, JOHN, late hay and straw dealer, Wolverhampton. Pet. Feb. 17. March 6, at three, at office of Sol. Dallow, Wolver- hampton.  
BLACKBURN, CROWTHER, fruit merchant, Bristol. Pet. Feb. 19. March 8, at eleven, at office of Sol. Ibbsen, Bristol.  
BLENKINSOP, WILLIAM, grocer, Newcastle. Pet. Feb. 19. March 5, at three, at office of Sol. Stanford, Newcastle.  
BRANDE, WILLIAM THOMAS CHARLES, clerk in holy orders, Pulborough. Pet. Feb. 20. March 16, at two, at the Swan hotel, Pulborough. Sol. Mant, Storrington.  
BRENNER, ROBERT, commission agent, Liverpool. Pet. Feb. 21. March 14, at two, at offices of Gibson and Boland, 19, South John-st, Liverpool. Sols. Collins, Robinson, and Co., Liverpool.  
BRITTAIN, DANIEL, grocer, Bilsdon. Pet. Feb. 17. March 5, at three, at office of Sol. Bowen, Bilsdon.  
BRITTAIN, WILLIAM, provision merchant, Liverpool. Pet. Feb. 21. March 16, at three, at offices of Sols. Nordon and Mason, Sol. King, Philpot-la.  
BROADBENT, JOSEPH KNOWLES, engineer, Chiotham. March 7, at three, at office of Sol. Hankinson, Manchester.  
BROWN, WILLIAM, watchmaker, Bradford. Pet. Feb. 21. March 12, at four, at office of Sol. Atkinson, Bradford.  
BROWLOW, WILLIAM, greengrocer, Bucknall Torkard. Pet. Feb. 20. March 16, at twelve, at office of Sol. Fraser, Nottingham.  
BUDDEN, THOMAS, brick manufacturer, Hinson. Pet. Feb. 19. March 7, at eleven, at office of Sol. Travers, Poole.  
BURY, JAMES LOWNDERS, and BURY, WILLIAM EDWARD, wine merchants, Manchester. Pet. Feb. 20. March 7, at half-past three, at office of Sol. Best, Manchester.  
CARR, WILLIAM, provision merchant, Liverpool. Pet. Feb. 21. March 8, at three, at office of Sol. Lupton, Liverpool.  
CARTER, EDWIN, corn merchant, Frinton. Pet. Feb. 19. March 8, at one, at the Dolphin inn, St. Ives. Sol. Gaches, Frinton.

CHALLEN, BENJAMIN RICHARD SEYMOUR, dealer in preserved provisions, King Henry's-walk, Hall's Pond. Pet. Feb. 20. March 14, at two, at the Guildhall tavern, Gresham-st, Sol. Stone, Morris, and Stone.  
CHIPPING, EDWARD FREDERICK, watchmaker, Edmond's-pl, City-rd. Pet. Feb. 20. March 12, at ten, at office of Sol. Sampson, Marylebone-rd.  
CLARKE, GEORGE, potter, Hanley. Pet. Feb. 19. March 6, at two, at the Copeland Arms inn, Stoke-on-Trent. Sol. Shires, Leicester.  
COLDHAM, JAMES, innkeeper, Belchamp Otten. Pet. Feb. 19. March 15, at three, at office of Sol. Jones, Colchester.  
COLLIS, JOHN, labourer, Bristol. Pet. Feb. 21. March 9, at eleven, at office of Sol. Essey, Bristol.  
COLLINS, JOHN, innkeeper, Goodrich. Pet. Feb. 20. March 7, at twelve, at office of Sol. Davies, Ross.  
COULSON, JOHN, late grocer, Willington. Pet. Feb. 21. March 9, at eleven, at office of Sol. Chapman, Durham.  
CROSLAND, JAMES STEAD, engineer, Manchester. Pet. Feb. 19. March 12, at twelve, at offices of Sols. Sutton and Elliott, Manchester.  
CORTIS, GEORGE BRAHAM, baker, Ipswich. Pet. Feb. 20. March 10, at half-past ten, at office of Sol. Mills, Ipswich.  
DAVIS, WILLIAM, common brewer, Deal. Pet. Feb. 21. March 8, at half-past three, at the Royal hotel, Beach-st, Deal. Sols. Messrs. Sankey and Flint, Canterbury.  
DAVIS, WILLIAM FRANCIS, grocer, Pontypool. Pet. Feb. 19. March 7, at two, at offices of C. E. Parsons, accountant, 24, High-st, Newport. Sol. Lloyd, Pontypool.  
DAY, JESSE HENRY, concrete builder, Maryport. Pet. Feb. 19. March 15, at eleven, at office of Sol. Collin, Maryport.  
DRAKEFORD, GUY, butter maker, Bedworth. Pet. Feb. 16. March 6, at twelve, at office of Sol. Neale, Coventry.  
DYER, WILLIAM, farmer, Idless, par. Kenwyn. Pet. Feb. 17. March 5, at three, at office of Sol. Paul, Truro.  
ROBERTSON, JOHN, engineer, Chester. Pet. Feb. 19. March 6, at three, at office of Sol. Hollinshead, Tunstall.  
EVANS, BENJAMIN, grocer, Aberdare. Pet. Feb. 20. March 10, at eleven, at office of W. D. Williams, 27, Cannon-st, Aberdare.  
EVANS, JOHN, tailor, Neath. Pet. Feb. 21. March 8, at eleven, at office of Sol. Charles, Neath.  
EVANS, THOMAS WILLIAM, grocer, Dowlands. Pet. Feb. 16. March 3, at eleven, at offices of Sol. Lewis, Merthyr Tydfil.  
FAIRER, WILLIAM, joiner, Manchester. Pet. Feb. 20. March 14, at three, at the Clarence hotel, Manchester. Sol. Simpson, Manchester.  
FINCH, EDWARD JAMES, engineer, Eastbourne. Pet. Feb. 19. March 12, at three, at office of Sol. Hayward, King-st, Cheap- side, London.  
GRACHNIA, WILLIAM HENRY, woollen draper, Exeter. Pet. Feb. 21. March 8, at eleven, at the George hotel, Hudders- field. Sol. Fryer.  
GIBSON, JAMES, corn merchant, Manchester. Pet. Feb. 20. March 12, at two, at offices of Sols. Cobbett, Wheeler, and Cobbett, Manchester.  
GOLDSMITH, GEORGE, victualler, Beck-hill, Hutton-gdn. Pet. Feb. 20. March 7, at three, at office of Sol. Lee, Strand.  
GOLDWORTH, GEORGE, saddler, Cobham. Pet. Feb. 16. March 7, at two, at the White Lion hotel, Cobham. Sol. Gesch, Guild- ford.  
GOODALL, HENRY, and WALKER, ARTHUR, blanket manu- facturers, Heckmondwike, Liversedge, and Mirfield. Pet. Feb. 20. March 12, at three, at offices of Sols. Laaroyd, Learoyd, and Morriss, Huddersfield.  
GRAEFMANN, CARL, ship broker, Royal Exchange-bldgs, and Gloucester-parc, London. Pet. Feb. 13. March 14, at two, at the Guildhall coffee house, City. Sol. Denby.  
GREEN, HENRY, colliery proprietor, Neath. Pet. Feb. 21. March 8, at twelve, at office of Sol. Curtis, Neath.  
GUERRIN, LOUIS, calling house keeper, Newgate-st. Pet. Feb. 21. March 12, at three, at 122, Newgate-st, Sol. Lowe, Scott's- yd, Bush-la, Cannon-st.  
GWYNN, WILLIAM, victualler, Barry Port. Pet. Feb. 21. March 9, at eleven, at offices of Sol. Howell, Llanelly.  
HALSTEAD, HENRY, cloth manufacturer, Leeds and Morley. Pet. Feb. 19. March 10, at one, at offices of Sol. Pullan, Leeds.  
HAM, JOHN EMANUEL, innkeeper, Sketty, near Swansea. Sol. Messrs. Beddoe, Merthyr Tydfil.  
HARDING, JAMES, jeweller, Torguay. Pet. Feb. 20. March 6, at eleven, at the Bedford hotel, Covent-gdn. Sols. Messrs. Carter, Torquay.  
HARRIS, WILLIAM, hawker, Banbury. Pet. Feb. 21. March 7, at three, at offices of Sol. Crosby, Banbury.  
HARRISON, ROBERT, grocer, Liverpool, and Everton. March 14, at three, at offices of Sol. Harris, Liverpool.  
HARTLEY, JOSEPH, stuff merchant, Bradford. Pet. Feb. 21. March 9, at twelve, at offices of Sol. Atkinson, Bradford.  
HASENCLEVER, ALBERT, wool merchant, Bradford. Pet. Feb. 20. March 7, at half-past ten, at offices of Sols. Wood and Killick, Bradford.  
HAWKINS, THOMAS, colliery proprietor, Moxley. Pet. Feb. 21. March 12, at ten, at offices of Sols. Slater and Marshall, Dar- leston.  
HENRY, ROBERT FAHRINGTON, dealer in novelties, Birmingham, under firm of Jacques Baum and Co. Pet. Feb. 19. March 5, at twelve, at the Chambers of Commerce, 145, Cheapside, Lon- don. Sol. East, Birmingham.  
HICKLING, HENRY, coal dealer, Nottingham. Pet. Feb. 20. March 16, at three, at offices of Sols. Dowson and Wright, Not- tingham.  
HIGGINS, JOHN, Holford-hall, near Keston. Pet. Feb. 19. March 14, at three, at offices of Sols. Grundy and Kershaw, Man- chester.  
HILL, ELISHA, innkeeper, Gateshead. Pet. Feb. 25. March 9, at two, at office of Sols. Messrs. Joel, Newcastle.  
HIRST, ALFRED, boot maker, Nottingham. Pet. Feb. 19. March 12, at twelve, at office of Sol. Whittingham, Nottingham.  
HIRST, JAMES, builder, Dudley-hill, near Bradford. Pet. Feb. 18. March 5, at ten, at offices of Sols. Lees, Senior, and Wilson, Bradford.  
HOLLIDAY, JOHN MARSHALL, ironfounder (under firm of Rusbon Foundry Co.), Rusbon. Pet. Feb. 19. March 9, at two, at the Lion hotel, Wrexham. Sols. Burdakin and Co.  
HOWELS, WILLIAM, beerhouse keeper, Merthyr Tydfil. Pet. Feb. 21. March 8, at one, at offices of Daniel and Co., account- ants, Bristol. Sols. Messrs. James, Merthyr Tydfil.  
HUSBAND, WILLIAM, grocer, Coatham. Pet. Feb. 19. March 8, at eleven, at office of Sol. Stubbs, Middlesbrough.  
HUTCHINSON, GEORGE, confectioner, Leeds. Pet. Feb. 20. March 8, at eleven, at offices of Sols. Messrs. Shackleton, Leeds.  
HUXLEY, WILLIAM THOMAS, secretary of the Trust Association Limited, Stockwell Park-rd, Clapham. Pet. Feb. 20. March 7, at one, at office of Sol. Norman, Old Bond-st.  
JACKSON, CHARLES, tailor, Lincoln. Pet. Feb. 18. March 3, at eleven, at office of Sol. Page, jun., Lincoln.  
JACKSON, CHRISTOPHER, ser. and JACKSON, CHRISTOPHER, jun., wine merchants, Newcastle, Crutched-triars, and the Dolphin tavern, Milk-st, Cheapside. Pet. Feb. 19. March 9, at two, at 7, Queen-st, Cheapside. Sols. Learoyd, Learoyd, and Peace, Albion-chmbs, Moorgate.  
JANSLEY, WILLIAM JOSEPH, livery stable keeper, Cliftonville. Pet. Feb. 21. March 14, at three, at office of Sol. Nye, Brighton.  
JENNORS, HENRY COURTNEY, clerk in holy orders, Burton Joyce. Pet. Feb. 19. March 7, at eleven, at offices of Sols. Messrs. Heath, Nottingham.  
JOHNSON, ANTHONY WARDLE, printer, Redcar. Pet. Feb. 15. March 3, at eleven, at office of Sol. Spry, Middlesbrough.  
KENDREW, THOMAS, brick manufacturer, Rothwell. Pet. Feb. 17. March 6, at three, at offices of Sols. Simpson and Burrell, Leeds.  
KENNEDY, HUGH LORRAINE, oil brokers, Wormwood-st. Pet. Feb. 20. March 12, at two, at 20, Wormwood-st, Sols. Combe and Wainwright, Staple-inn, London.  
KENNERLEY, ALFRED, grocer, Newcastle-under-Lyme. Pet. Feb. 19. March 6, at eleven, at the Copeland Arms inn, Stoke-on- Trent. Sol. Shires, Leicester.  
KEIR, J. draper, Bolton. Pet. Feb. 19. March 7, at three, at offices of Sol. Rutter, Bolton.  
KNIGHT, JAMES, nurseryman, Monmouth. Pet. Feb. 19. March 2, at two, at office of Sol. Williams, Monmouth.  
LANG, WILLIAM, grocer, Plymouth. Pet. Feb. 20. March 9, at twelve, at office of Sol. Square, Plymouth.  
LAWREY, SAMUEL, and HOOKE, CHARLES, and SPOONE, SYDNEY EDMUND, manufacturers, Wood-st, Cheapside. Pe- Feb. 19. March 7, at two, at the Guildhall coffee-house, Gre- leat-st. Sols. Shearm & Gresham-st.  
LEGARD, JOHN HAWKSWORTH, ironmaster, Middlesbrough and Ormesby, and Whitecliffe, under firm of Swan, Coates, & Co. Pet. Feb. 21. March 9, at two, at office of B. Fletcher at Co., 3, Louthbury. Sols. Abraham and Roffey, Old Jewry.  
LEWIS, THOMAS, victualler, Wolverhampton. Pet. Feb. 19. March 8, at eleven, at office of Sols. Stratton and Rodian, Wolverhampton.

**MACVIE, DAVID**, general merchant, Leadenhall-st. Pet. Feb. 20. March 15, at two, at office of E. Nicholson, 7 and 8, Railway-approach, London-bridge. Sol. Benson, Clements's Inn, Strand.

**MARNE, MARY**, widow, of no occupation, Eastbourne-ter, Paddington. Pet. Feb. 21. March 13, at three, at office of Sol. Harter, Grosvenor-st.

**MAULE, WILLIAM FRANK**, chemist, Bristol. Pet. Feb. 19. March 4, at three, at office of Messrs. Tricker, Sons, and Co., City-chs. Nicholas-st, Bristol. Sol. Clifton, Bristol.

**MORTON, ANDREW**, builder, Thorpe-road, Hornsey-rd. Pet. Feb. 19. March 8, at two, at office of Sol. Bolton, Gray's-inn-square.

**MYERS, SAMUEL**, timber merchant, Otley. Pet. Feb. 19. March 8, at three, at office of Sol. Whitley, Leeds.

**NEVILLE, WILLIAM**, grocer, Reading. Pet. Feb. 20. March 8, at two, at office of Sol. Beale and Martin, Reading.

**NEWTON, JOHN BERT**, civil engineer, the Laurels, Thornton-heath. Pet. Feb. 12. March 12, at eleven, at office of J. E. Elworthy, Currier, and Dave, 6, Courtenay-st, Plymouth. Sol. Burr, Gribble, and Bunton.

**NIX, JOHN**, machine owner, Kettering. Pet. Feb. 21. March 12, at twelve, at office of Sol. Gilling, Wellingborough.

**O'BRIEN, JOHN**, clothier, Ross. Pet. Feb. 19. March 7, at eleven, at office of J. Innes, auctioneer and accountant, High-st, Ross. Sol. Williams, Ross.

**OLIVER, WALTER**, late beerhouse keeper, Barrow-on-Soar. Pet. Feb. 15. March 5, at twelve, at office of Sol. Deane and Lickorish, Loughborough.

**OLLIFFE, SAMUEL FRANCIS**, accountant, Liverpool. Pet. Feb. 21. March 15, at three, at the Cotton Waste Exchange, Market-pl, Manchester.

**PALMER, WILLIAM MORTON**, and **PALMER, ROBERT**, corn millers, Leeds. Pet. Feb. 19. March 8, at eleven, at office of Sol. Malcolin, Leeds.

**PARNON, A. M.**, tailor, Ironmonger-la. Pet. Feb. 21. March 13, at four, at office of Sol. Norton, Great Swan-alley, Moorgate-st.

**PARNON, WALTER OWEN**, tailor, Ironmonger-la. Pet. Feb. 13. March 6, at four, at office of Sol. Norton, Great Swan-alley, Moor gate-st.

**PEPPERDINE, LEMUEL**, grocer, Nottingham. Pet. Feb. 17. March 8, at twelve, at office of Sol. Bell, Nottingham.

**RIGDEN, FREDERICK CANTLE**, grocer, Westbourne Park-villas, Paddington. Pet. Feb. 9. March 7, at two, at office of Sol. Cooper and Cass, Portman-st, Portman-sq.

**RITCHIE, HENRY**, and **KRISTON, JOHN**, lamp manufacturers, Whitechapel-rd. Pet. Feb. 21. March 14, at three, at office of Sol. Wragg, Great St. Helen's.

**ROBERT, HENRY**, and **ROBERT, ELIAS**, boot manufacturers, Birmingham. Pet. Feb. 19. March 6, at twelve, at office of Sol. Southall, Birmingham.

**ROBERTS, JOHN EDWIN**, dealer in fancy goods, Margate. Pet. Feb. 19. March 8, at three, at office of Sol. Barnett, New Broad-st.

**ROWE, MARY**, draper, Birmingham. Pet. Feb. 21. March 16, at two, at office of Sol. Messrs. Chas. Manchester.

**ROWLEY, WILLIAM**, and **ROWLEY, JAMES BRIAN**, innkeepers, Leeds. Pet. Feb. 21. March 8, at three, at office of Sol. Pullan, Leeds.

**RAE, THOMAS CRAIG**, woollen merchant, Manchester. March 2, at the George hotel, Huddersfield, in lieu of the place originally named.

**SHRODDER, HENRY**, tripe dresser, Bermondsey New-road, Bermondsey. Pet. Feb. 15. March 1, at three, at office of Sol. Chipchase, Trinity-st, Southwark.

**SHARP, THOMAS**, butcher, Barrow-in-Furness. Pet. Feb. 19. March 7, at two, at the Victoria hotel, Church-st, Barrow-in-Furness. Sol. Jackson.

**SHAW, MARTHA SARAH**, beerhouse keeper, Tipton. Pet. Feb. 14. March 2, at eleven, at office of Sol. Stokes, Dudley.

**SKILLICORN, GEORGE**, baker, Liverpool. Pet. Feb. 19. March 9, at three, at office of Sol. Lowe, Liverpool.

**STEDMAN, HARRY BERNARD**, chemist, Liverpool. Pet. Feb. 21. March 8, at two, at office of Sol. Gill and Archer, Liverpool.

**STIGANT, WILLIAM**, pensioner, Chatham. Pet. Feb. 17. March 10, at eleven, at the Mitre hotel, High-street, Chatham. Sol. Wymond, Chatham.

**SWANN, HENRY**, metal mixer, Aston. Pet. Feb. 17. March 7, at three, at office of Sol. Buller and Bickley, Birmingham.

**TABERY, EDWARD**, baker, Bristol. Pet. Feb. 21. March 5, at eleven, at office of Sol. Henry, Bristol.

**TAYLER, WILLIAM**, grocer, New Works. Pet. Feb. 18. March 16, at two, at office of Sol. Markland and Davy, Leeds.

**TEOMSON, CHRISTOPHER**, police constable, Burslem. Pet. Feb. 19. March 8, at four, at the Copeland Arms Inn, Stoke-on-Trent. Sol. Shire, Leicester.

**THEOBALD, WILLIAM**, builder, Newcastle. Pet. Feb. 21. March 10, at eleven, at office of Sol. Bond, Newcastle.

**TURNBULL, EDWARD**, furniture dealer, North Shields. Pet. Feb. 19. March 6, at two, at office of Sol. Standford, Newcastle.

**TURNOCK, JOHN**, on the Hill. Pet. Feb. 14. March 5, at eleven, at office of Sol. Sherratt, Kiddergrove.

**WALESEY, EDWARD FREDERICK**, and **WALESEY, RICHARD**, carpenters, Great Chart-st, East-rd, Hoxton. Pet. Feb. 16. March 7, at three, at office of J. M. Henderson, 2, Moorgate-st-buildings, Sol. Bopha, Coleman-st.

**WARNER, THOMAS THOMAS PETER BRUCE**, fancy repository proprietor, 14, Queen's-ter, St. John's wood. Pet. Feb. 6. March 5, at twelve, at Dick's coffee house, 5, Fleet-st. Sol. Maynard.

**WESTAWAY, DANIEL WALTER**, cabinet maker, Tavistock. Pet. Feb. 19. March 8, at twelve, at office of Sol. Chilcott, Tavistock.

**WILKINSON, WILLIAM**, engraver, Birmingham. Pet. Feb. 21. March 2, at three, at office of Sol. Duke, Birmingham.

**WILLIAMS, ROBERT**, butcher, Conway. Pet. Feb. 19. March 8, at two, at the Albion Inn, Llanrwst, Sol. Jones, Conway.

**WILLIAMSON, ALFRED**, provision dealer, Bedford. Pet. Feb. 19. March 13, at three, at the Palace hotel, Market-pl, Manchester. Sol. Ward, Manchester.

**WILLIAMSON, GEORGE**, boot maker, The Grove, Hackney. Pet. Feb. 15. March 7, at two, at office of Sol. Harris, Southwark-st, Southwark.

**WILMOT, JOHN**, joiner, Gateshead. Pet. Feb. 10. March 7, at twelve, at office of Sol. Gurnutt, Newcastle.

**WILSON, NEWTON**, sewing machine manufacturer, High Holborn, Chesapeake, Manchester. Pet. Feb. 16. March 7, at eleven, at the Inns of Court hotel, 39 and 40, High Holborn. Sol. Shoen, Roscoe, and Massey.

**WREY, THOMAS**, butcher, Hull. Pet. Feb. 20. March 8, at twelve at office of Sol. Stead and Sibree, Hull.

**YAPP, JAMES**, cabinet maker, Bedford. Pet. Feb. 19. March 7, at three, at the Palace hotel, Market-pl, Manchester. Sol. Ward, Manchester.

**YARNALL, JOHN**, grocer, Haggerston-rd. Pet. Feb. 21. March 13, at three, at office of Sol. Watson, King's Arms-yd, Moorgate-st.

**YOUNG, JAMES**, builder, Kempton-pl, Minton-st, New North-rd. Pet. Feb. 16. March 6, at eleven, at office of Sol. Busel, Coleman-st.

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**ATKINSON, ROBERT**, agent, Gateshead. Pet. Feb. 24. March 12 at one, at office of Sol. Bush, Gateshead.

**ANNAN, JAMES HENRY**, grocer, Sunderland. Pet. Feb. 21. March 13, at three, at office of Sol. Bell, Sunderland.

**BRODIE, HENRY**, grocer, North Ormsby. Pet. Feb. 21. March 12, at eleven, at office of Sol. Peacock, Middlebrough.

**BROWNELL, GEORGE**, farmer, Hasewater, near Bampton. Pet. Feb. 24. March 14, at half-past two, at office of Sol. Messrs. Arncliffe, Fenrith.

**BULL, THOMAS**, joiner, Nottingham. Pet. Feb. 21. March 16, at twelve, at office of Sol. Messrs. Bright, Nottingham.

**BROWN, JOSEPH GEORGE**, grocer, West Dean. Pet. Feb. 12. March 10, at three, at office of J. Gibbs, solicitor, 10, Tredgar-pl, Newport. Sol. Williams, Haverthwaite.

**BROWN, GEORGE**, farmer, Thorganby. Pet. Feb. 23. March 13, at one, at office of Sol. Messrs. Haddelsey, Great Grimby.

**BLANCHARD, EDWIN**, cigar dealer, Southampton. Pet. Feb. 24. March 14, at one, at office of Edmonds, Davis, and Clarke, 29, High-st, Southampton. Sol. Green, Freemantle, near Southampton.

**BUNNETT, FRANK GEORGE**, baker, Droxford. Pet. Feb. 24. March 14, at three, at the Red Lion hotel, Fareham. Sol. Blake, Portsmouth and Gosport.

**BOWEN, JOHN**, miner, Easinghall. Pet. Feb. 22. March 14, at eleven, at office of Sol. Rhodes, Wolverhampton.

**BEARDMORE, JOHN**, shoe manufacturer, Dudley. Pet. Feb. 21. March 9, at eleven, at office of Sol. Travis, Tipton.

**BENNETT, SAMUEL**, travelling auctioneer, Bloxwich. Pet. Feb. 22. March 10, at eleven, at office of Sol. Hargreaves, Walsall.

**BARBER, THOMAS**, carpenter, Barton. Pet. Feb. 21. March 10, at eleven, at the Bull hotel, Bourne. Sol. Stapleton, Stamford.

**BURKE, MICHAEL**, tailor, Liverpool. Pet. Feb. 24. March 13, at half-past three, at office of Gibson and Bolland, 16, South John-st, Liverpool. Sol. Whitley and Maddock, Liverpool.

**BRER, ARNOLD**, commission agent, Liverpool. Pet. Feb. 22. March 15, at three, at office of Sol. Hargreaves, Newcastle-upon-Tyne.

**BRINK, CHARLES**, snuffler, High-st, Nottingham. Pet. Feb. 21. March 12, at twelve, at office of Sol. Kynnon and Gasquet, Queen-st, Chesham.

**COLE, JOHN**, ale merchant, Leighton. Pet. Feb. 21. March 8, at three, at office of Sol. Stanford, Newcastle-upon-Tyne.

**CHALLINOR, WILLIAM**, farmer, Hinch, near Willmow. Pet. Feb. 22. March 13, at three, at the Exchange-chambers, Macclesfield. Sol. Barclay and Henstock, Macclesfield.

**CLARK, THOMAS**, grocer, Doncaster. Pet. Feb. 20. March 12, at half-past two, at office of Sol. Fisher, Doncaster.

**CRONLAND, JOHN**, draper, Huddersfield. Pet. Feb. 23. March 12, at eleven, at office of Sol. Hilly, Huddersfield.

**COLLIGNON, ALPHONSE**, and **WADDELL, NICHOLAS**, basket manufacturers, Kingston-upon-Hull. Pet. Feb. 23. March 12, at twelve, at office of Sol. Messrs. S. and Sibree, Hull.

**DEXSON, FREDERICK**, nurseryman, Waterbeach. Pet. Feb. 22. March 10, at ten, at office of Sol. Fosters and Lawrence, Cambridge.

**DICKIE, JAMES CHALMERS**, builder's accountant, Burton-on-Trent. Pet. Feb. 17. March 8, at eleven, at office of Sol. Messrs. Corbett, Worcester.

**DAVIES, FREDERICK**, shopkeeper, West Houghton. Pet. Feb. 22. March 12, at eleven, at office of Sol. Messrs. Winder, Bolton.

**DOE, WILLIAM**, hardwareman, Darford. Pet. Feb. 20. March 12, at three, at the New Inn Hall, New Inn, Strand. Sol. Wright, New Inn, Strand.

**DUNCAN, THOMAS** (under style of Carter and Co.), provision merchant, Commercial-rd East. Pet. Feb. 22. March 11, at two, at office of Smart, Anell, and Co., public accountants, Nos. 85 and 87, Chesham-st. Sol. Lowless and Co., Martin's-ls, Cannon-street.

**EVANS, ROBERT**, wine merchant, Crews. Pet. Feb. 15. March 6, at twelve, at the Queen's hotel, Chester. Sol. Charlton, Chester.

**ENGLAND, THOMAS**, gas rent collector, Cardiff. Pet. Feb. 23. March 12, at eleven, at office of Sol. Jones, Cardiff.

**EVANS, JOHN**, Wolverhampton, and **EVANS, EDWARD**, Shrewsbury, boat dealers. Pet. Feb. 23. March 13, at three, at office of Johnstone and Co., Birmingham.

**EMERY, INAL**, beer retailer, Blisworth. Pet. Feb. 23. March 13, at eleven, at office of Sol. Glover, Walsall.

**ESAM, HENRY**, solicitor's clerk, Loughton-rd, Kentish Town. Pet. Feb. 14. March 7, at three, at 10, Thavies Inn, Holborn.

**FINDING, JOHN**, grocer, Birmingham. Pet. Feb. 22. March 9, at twelve, at office of Sol. Solomon, Birmingham.

**FITZGERALD, JOHN DILLON**, marine agent, dealer, Brighton. Pet. Feb. 23. March 12, at three, at the London Joint Stock Bank, 55, Abchurch-lane, London.

**JOHNSTON, JOHN**, and **JOHNSTON, HUBBARD**, London Joint Stock Bank-chambers, West Smithfield, E.C.

**FENWICK, THOMAS**, iron merchant, Middlesbrough. Pet. Feb. 22. March 9, at eleven, at 22, Royal Exchange, Middlesbrough. Sol. Addenbrooke, Middlesbrough.

**FISHER, JOHN**, out of business, Nottingham. Pet. Feb. 20. March 19, at two, at office of Sol. Smith, Nottingham.

**FORSTER, EDWARD**, stone quarryman, Hallowgate. Pet. Feb. 24. March 15, at two, at office of Sol. Messrs. Carrick, Lee, and Sons, Brampton.

**CLARK, JOHN TOWNLEY**, master mariner, Kingston-upon-Hull. Pet. Feb. 24. March 12, at three, at office of Sol. Summers, Hull.

**FRY, WALTER**, merchant, Holles-st, Cavendish-sq. Pet. Feb. 20. March 8, at two, at office of Sol. Jenkins, Winchester House, Oxford.

**GOLDBERG, HYMAN**, picture frame maker, Newcastle-upon-Tyne. Pet. Feb. 23. March 12, at two, at office of Sol. J. G. and J. E. Joel, Newcastle-upon-Tyne.

**GENT, THOMAS**, builder, South Stockton. Pet. Feb. 21. March 8, at three, at the Argyle hotel, Stockton-on-Tees. Sol. Robson, Stockton-on-Tees.

**GIBSON, JONES ROBINSON**, provision dealer, Crews. Pet. Feb. 19. March 8, at ten, at 75, Market-st, Crews. Sol. Pulton, Crews.

**GLAN, JOHN HIPPIESLY LOWDER**, professor of music, Hanley. Pet. Feb. 19. March 8, at eleven, at office of Sol. Tennant, Hanley.

**GOULDING, GEORGE**, corn dealer, Longfleet, near Poole. Pet. Feb. 22. March 12, at three, at Laing's hotel, Wimbore Minster. Sol. Hill, Poole.

**GLEDHILL, JOHN**, grocer, Huddersfield. Pet. Feb. 23. March 13, at three, at office of Sol. Ramsden and Dykes, Huddersfield.

**GEORGE, JOHN**, provision dealer, Francis-st, Tottenham Court-rd, London. Pet. Feb. 19. March 10, at two, at No. 111, Chesham-st. Sol. Philip, Budget-row, Cannon-st.

**HAYNES, WALTER**, and **HAYNES, HENRY**, chain makers, Bristol. Pet. Feb. 22. March 12, at twelve, at office of Sol. Messrs. Court Small.

**HARRIS, JOHN**, grocer, Dudley. Pet. Feb. 22. March 9, at eleven, at office Sol. Lowe, Dudley.

**HUNT, WILLIAM**, innkeeper, Folkestone. Pet. Feb. 19. March 8, at three, at the Gun tavern, Folkestone. Sol. Minter, Folkestone.

**KESTON, THOMAS**, commission agent, Cemetery-rd, York. Pet. Feb. 21. March 13, at eleven, at Mr. Griffiths's Temperance hotel, Middlesbrough. Sol. Bainbridge, Middlesbrough.

**HURBARD, CHARLES**, boot maker, Kinnerton-st, Knightsbridge, and Greenwich West, Kingston. Pet. Feb. 17. March 8, at three, at the Court hotel, Holborn.

**ISAACS, DAVID**, clothier, Liverpool and Old Swan. Pet. Feb. 23. March 12, at three, at office of Sol. Sebright, Green, and Thompson, Liverpool.

**IRAC, MORRIS**, farmer, Cwrt Farm, par. Llansadock. Pet. Feb. 22. March 11, at eleven, at the Royal hotel, Swansea. Sol. Lewis, Merthyr Tydfil.

**JOHNSON, JOHN**, beerhouse keeper, Gateshead. Pet. Feb. 21. March 11, at two, at office of Sol. Messrs. Joel, Newcastle-upon-Tyne.

**JONES, THOMAS**, oil refiner, Bristol. Pet. Feb. 21. March 9, at three, at office of Sol. Clifton, Bristol.

**JENKINS, DAVID EDWARD**, accountant, Bristol. Pet. Feb. 24. March 8, at eleven, at office of Sol. Messrs. Bristol.

**JACKSON, HENRY CHARLES**, boot maker, Rosamond-bdgs, Islington. Pet. Feb. 22. March 13, at three, at office of Sol. Vant, Leadenhall-st.

**KING, SAMUEL**, forgerman, Wickenford. Pet. Feb. 22. March 13, at three, at office of Sol. Lodge, Wakefield.

**KIRCH, GEORGE**, plumber, Doncaster. Pet. Feb. 21. March 15, at eleven, at office of Sol. Gray, Barnsley, Bradford.

**LEVIN, LEVIN**, jeweller, Portsea. Pet. Feb. 22. March 8, at four, at office of Sol. King, Portsea.

**LLOYD, JOHN**, farmer, Carmarthen. Pet. Feb. 22. March 11, at one, at the Royal hotel, Swansea. Sol. Lewis, Merthyr Tydfil.

**MARRALL, JOHN**, plumber, Brighouse, par. Halifax. Pet. Feb. 22. March 12, at three, at office of Sol. Chambers and Chambers, Brighouse.

**MAXWELL, GEORGE**, brick manufacturer, Bacup. Pet. Feb. 24. March 14, at three, at the Clarence hotel, Spring-gardens, Manchester. Sol. Messrs. Wright, Bacup.

**MALTRY, THOMAS**, tailor, Nottingham. Pet. Feb. 21. March 12, at twelve, at office of Sol. Bell, Nottingham.

**MELLOWE, THOMAS**, coal merchant, Colchester. Pet. Feb. 23. March 12, at eleven, at office of Sol. Terry and Robinson, Colchester. Sol. Middleton and Marshall, Colchester.

**MORTON, SAMUEL**, horse dealer, Needlingworth. Pet. Feb. 20. March 12, at half-past twelve, at the Chequers inn, March. Sol. Gaches, Peterborough.

**NEBLE, JAMES**, beerhouse keeper, Lowestoft. Pet. Feb. 22. March 10, at three, at office of Sol. Hill and Watte, Lowestoft.

**NOBLE, HENRY**, manure manufacturer, Hornchurch. Pet. Feb. 19. March 5, at twelve, at office of Sol. Preston, Mark-la, E.C.

**NEWTON, SAMUEL**, grocer, Bradford. Pet. Feb. 22. March 9, at eleven, at office of Sol. Messrs. Robinson and Robinson, Bradford.

**PLOCK, GOTTFRIED**, out of business, Norton-rd, Essex-rd, Islington. Pet. Feb. 23. March 14, at three, at office of Robinson, Coleman-st, E.C. Sol. Christmas, Walbrook.

**PARKING, ROBERT**, grocer, Hollingbourne. Pet. Feb. 23. March 15, at three, at the Castle hotel, Maidstone. Sol. Foster, Maidstone.

**PIKE, THOMAS**, out of business, Birmingham. Pet. Feb. 19. March 7, at twelve, at office of Sol. Fallowe, Birmingham.

**PLIMMER, WILLIAM**, out of business, Lisard. Pet. Feb. 24. March 14, at three, at office of P. Vine, Imperial-chmbs, 66, Dale-st, Liverpool. Sol. Binson, Liverpool.

**PRET, JOHN**, shipbuilder, Uiverston and Barrow-in-Furness. Pet. Feb. 22. March 10, at eleven, at the Temperance hotel, Uiverston. Sol. Jackson.

**PORTER, WILLIAM**, general agent, Manchester. Pet. Feb. 20. March 12, at three, at office of Sol. Hargreaves, Manchester.

**PARFITT, GEORGE**, plasterer, Leeds. Pet. Feb. 23. March 10, at eleven, at office of Sol. Lodge, Leeds.

**RICKETT, FREDERICK THOMAS**, out of business, Sheffield. Pet. Feb. 24. March 14, at twelve, at the Saracen's Head hotel, Chelmsford. Sol. Messrs. Wood, Rochford.

**ROBERTS, JOHN VAUGHAN**, and **ROBERTS, HENRY OWEN**, were sole confectioners, Liverpool. Pet. Feb. 22. March 14, at one, at office of Sol. Norton and Mason, Liverpool.

**RANDALL, HENRY WILLIAM**, bootmaker, Maidstone. Pet. Feb. 24. March 12, at two, at office of Sol. Lickorish, Walsby.

**SHANKLIN, ELIZABETH, SHANKLIN, MARY ANN, and SHANKLIN, MARGARET**, spinners, out of business, Hastings. Pet. Feb. 22. March 12, at eleven, at the White Hart hotel, Upper Norwood. Sol. Richardson.

**SOMMERVILLE, THOMAS**, ironmonger, East Boldon, and Sunderland. Pet. Feb. 21. March 12, at eleven, at office of Sol. Moore, Sunderland.

**SOMMERVILLE WILLIAM**, and **SOMMERVILLE, THOMAS**, cabinet makers, Manchester. Pet. Feb. 24. March 5, at three, at the Palace hotel, Market-place, Manchester.

**SHIPPEN, WILLIAM**, builder, Leeds. Pet. Feb. 23. March 8, at eleven, at office of Sol. Pullan, Leeds.

**SMITH, JOHN**, draper, Bradford. Pet. Feb. 22. March 12, at eleven, at office of Sol. Peel and Gault, Bradford.

**SOUTHWELL, SIMON, and NOBLE, HENRY**, woomed spinners, Hipperholme, par. Halifax. Pet. Feb. 24. March 12, at three, at office of Sol. Boscok, Halifax.

**SHAW, EPOCH**, plumber, Huddersfield. Pet. Feb. 22. March 11, at eleven, at office of Sol. Ramsden and Dykes, Huddersfield.

**TURNER, GEORGE**, clothier, Hereford. Pet. Feb. 22. March 5, at half-past twelve, at office of Collins, jun., public accountant, 30 Broad-st, Bristol. Sol. Brittan, Livest, Box, and Briston, Bristol.

**THOMAS, WILLIAM**, quarryman, Dysarth. Pet. Feb. 22. March 14, at one, at the Queen's hotel, Chester. Sol. Roberts, Ely.

**TOVEY, WILLIAM**, baker, Bristol. Pet. Feb. 21. March 14, at eleven, at office of Sol. Messrs. Bristol.

**TUNNER, DAVID**, livery stable keeper, Worcester. Pet. Feb. 22. March 9, at three, at office of Sol. Tree, Worcester.

**TOLLER, ALICE**, widow, Ashbourne House, Gauden-rd, Clifton. Pet. Feb. 20. March 13, at eleven, at office of Messrs. Webb, accountants, No. 11, Old Jewry-chmbs, Hull.

**WILSON, JOHN**, fishmonger, Bradford. Pet. Feb. 22. March 8, at eleven, at office of Sol. Cross and Cox, Bradford.

**WILKINSON, GEORGE**, builder, Castledore. Pet. Feb. 23. March 12, at eleven, at office of Sol. Phillips, Castledore.

**WILKINSON, ROBERT**, and **WILKINSON, ROBERT WHITEHEAD**, woollen merchants, Manchester. Pet. Feb. 22. March 11, at three, at office of Joshua Crowther, accountant, 2, York-st, Manchester. Sol. Marriott and Woodall, Manchester.

**WILKINSON, EDWARD**, joiner, Milham. Pet. Feb. 23. March 23, at three, at the Station house, Milham. Sol. Butler, Milham.

**WEAVER, WILLIAM**, solicitor's clerk, Newcastle-under-Lyme. Pet. Feb. 19. March 8, at three, at office of Sol. Ashmall, under-Lyme.

**WHEATLEY, GEORGE**, confectioner, Tudhoe Grange. Pet. Feb. 24. March 15, at three, at office of Sol. Brighall, par. Durham.

**WILSON, ROBERT**, and **WILSON, ROBERT WHITEHEAD**, woollen merchants, Manchester. Pet. Feb. 22. March 11, at three, at office of Sol. Hope and Co., Middlesbrough.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

**DAVIS**.—On the 23rd ult., at Gawthorpe Hall, Bingley, Yorkshire, the wife of E. Bramwell Davis, of 3, Old-square, Lincoln's-inn, barrister-at-law, of a son.

**JACKMAN**.—On the 22nd ult., at Lymington, Hants, the wife of Edward Jackman, Esq., solicitor and town clerk of a son.

**JAMES**.—On the 23rd ult., at Woodburn, Deane-hill, Rock Ferry, Cheshire, the wife of T. H. James, Esq., barrister-at-law, of a son.

**YRATMAN**.—On the 23rd ult., at 35, Collyer-road, Glyneth, S.E., the wife of Pym Yrattman, of 6, King's Bench-ch, Temple, Esq., barrister-at-law, of a son.

### MARRIAGES.

**GRIEVE—CRAWFORD**.—On the 20th inst., at St. George's Presbyterian Church, Croydon, W. W. Grieve, solicitor, Glasgow, & Marion Hardie, daughter of the late William Crawford, Esq., Greenock.

**MORTON—TOMS**.—On the 24th ult., at St. Saviour's, South Mary-stead, Edward Morton, of the Inner Temple, to Mary Patsy Toms, of The Elms, Hampton.

### DEATHS.

**KELLY**.—On the 12th inst., at Alexandria, Egypt, Filmy Kelly, Esq., of Lincoln's-inn, barrister-at-law.

**LAWSON**.—On the 27th ult., Charles Mortimer Lawson, of the Inner Temple, Esq., barrister-at-law.

**MITCHELL**.—On the 14th inst., Thomas Davis Mitchell, of the Inner Temple, barrister-at-law, formerly of 3, Maroon-bldgs, much regretted by his intimate friends.

**RAIMONDI**.—On the 22nd ult., at Oakfield-road, Croydon, aged 38, Charles Henry Raimondi, solicitor.

**SANDERS**.—On the 15th inst., at Plymouth, aged 82, George Williams Sanders, late a commissioner of Her Majesty's Court of Bankruptcy.

**WHITWORTH**.—On the 11th ult., at the Villa Reale, Cortina, Genoa, Italy, aged 80, Robert Whitworth, Esq., M.A., barrister-at-law of the Inner Temple, and late of 5, Old-square, Lincoln's-inn, and The Knowle, Upper Norwood, London.

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## The Law and the Lawyers.

EIGHT appeals from the decisions of County Court Judges in Bankruptcy matters are reported in the March number of the LAW Reports, in six of which the appeal succeeded. This is hardly encouraging to those who advocate the extension of County Court jurisdiction.

For the present, at any rate, Lord COLERIDGE has checkmated his would-be inquisitors in the House of Commons. He has boldly disputed the right of any member to call upon him to answer to the House for his conduct as a Judge. The *Times* calls this "audacious." So it is. But our contemporary admits that it is successful, unless Parliament resorts to the strong measure of

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attempting to remove him from the Bench, which it admits would be absurd in the present instance. Our idea is, however, that no public man can escape the consequence of indiscretion by refusing to answer for it to the House of Commons.

WHEN we find that Vice-Chancellor MALINS is constantly over-ruled by the Court of Appeal on matters of simple discretion and the exercise of common sense (see *Morgan v. Elford*, alluded to in another paragraph, and the case of Mr. Clements, reported in the *Times* of Thursday), it is alarming to hear that he has refused a defendant's application to have issues of fraud tried by a jury. The court, said the VICE-CHANCELLOR, had always had jurisdiction in questions of fraud, and he insisted on trying it himself. Unfortunately, it is not unusual to find obstinacy accompanying an utter want of sound judgment.

We trust we shall not be supposed to be actuated by any but the highest motives in occasionally criticising the "authorised reports." In the interests of the Profession—in the pecuniary interests of subscribers—it is essential that something superior to the present sleepy editorial supervision should be brought to bear upon them. In the current part of the Chancery Division reports we find a case of *Morgan v. Elford*. The report extends from p. 352 to p. 388—thirty-six pages! Nineteen of those pages are devoted to a judgment of Vice-Chancellor MALINS setting out elaborately the evidence upon which he came to the conclusion that the defendant had been guilty of fraud. On this very evidence the Court of Appeal came to the conclusion that the defendant had done nothing inconsistent with the nicest sense of honour or with the most scrupulous integrity! The legal principle upon which the Vice-Chancellor founded his judgment was not noticed by the Court of Appeal, and this report, therefore, is a report of conflicting views on questions of fact, and is a gross imposition upon subscribers—as gross as the famous Consolidated Digest.

DOUBTLESS Judges often feel it a matter of some difficulty to determine whether certain conduct justifies a committal for contempt of court. In *Clarke v. Roche*, a case determined in the Court of Appeal on the 7th inst., at least so far as concerns any question of committing for contempt, the Master of the Rolls laid down a rule which may perhaps be of some utility in the future. He is reported to have said that the jurisdiction, in cases of contempt ought to be exercised only when there is no other remedy and when the mischief would be irremediable. Strictly speaking, this is not an embodiment of the law, but it expresses with sufficient exactness a rule which might be followed with advantage. In this particular case the court refused to exercise its powers of calling upon a person to show cause why he should not be committed for contempt of court. An action commenced in the Cheltenham County Court was decided in favour of the plaintiff. Some of the defendants obtained a rule calling upon the Judge to show cause why he should not sign a special case. The rule was discharged, and an appeal was made to the Court of Appeal. One of the defendants wrote to a country newspaper commenting on the facts of the case, and the letter was published. An application was then made on behalf of the plaintiff for a rule calling on the writer of that letter and the printer of the newspaper to attend to answer for their contempt in relation to the writing and publishing of the letter, on the ground that the letter was calculated to prejudice the fair trial of the action upon the appeal. This application was supported by an affidavit of the plaintiff's solicitor, denying the truth of the statement in the letter complained of. The court refused to make an order. There can be little doubt that if our courts showed themselves zealous to detect cases of contempt their work would soon be materially increased.

RECENT cases in the Supreme Court contain a larger proportion than usual of decisions in which questions connected with the law relating to contempt of court are involved. In *The Republic of Costa Rica v. Erlanger* Vice-Chancellor MALINS had made an order requiring the solicitor of one of the defendants in the action to pay the costs of a motion to commit him for an alleged contempt of court. The facts upon which the order was obtained may be soon stated. An order having been made in the action for inspection by the plaintiffs of certain documents in the possession of the defendants, for whom the solicitor in question acted, the latter, however, objected to allow the inspection, lost his temper upon a subsequent visit from the plaintiff's solicitor, and used language for which he afterwards apologised. The VICE-CHANCELLOR subsequently made the order complained of, at the same time expressing his opinion that the solicitor had been guilty of a contempt of court. Upon appeal the order of the VICE-CHANCELLOR was discharged. The MASTER OF THE ROLLS is reported to have been quite at a loss to understand how the solicitor's conduct could be treated as a contempt of court. "It appears to me," said the MASTER OF THE ROLLS, "that the jurisdiction of the court in relation to contempt being arbitrary



and unlimited, ought to be most jealously and carefully restricted. It should not be exercised by a Judge without the greatest care in seeing that there are no other means not thus arbitrary of remedying the evil." The Judge, his Lordship thought, ought to be most careful to ascertain that the proceedings in the cause could not be prosecuted unless this jurisdiction was exercised. It was a necessary jurisdiction, but it was so only in the sense in which other extreme measures are sometimes necessary to preserve a man's rights, that is, when no other pertinent remedy can be found. Lord Justice MELLISH disposed of any argument in support of the VICE-CHANCELLOR'S view by a *reductio ad absurdum* argument. If the VICE-CHANCELLOR'S decision was right, it would follow that whenever the solicitors engaged in an action, or their clerks, had to meet each other, and one of them happened to lose his temper, and make use of improper language, that could be treated as a contempt of court. Such a conclusion is obviously absurd.

THE decision of Mr. Justice DENMAN, in the case of *Johnson v. The Credit Lyonnais*, seems to us an instance of carrying technicality too far. It is founded upon, and follows, a well known case, *Cole v. The North Western Bank*. The principle is that if a person is in possession of goods, as an agent, he is not able to give a purchaser a better title than he himself has—that is, if he is a mere agent to take care of goods, a sale by him is invalid; whilst, if he is an agent for sale, he may sell. To this, at first sight, every one would agree. But suppose the goods are, as they were in the case before us, in a warehouse, and the agent holds the *indicia*, or documents of title, the case is very different. Again, whether the agent is a mere warehouseman, or other person whose description shows that he has no right to deal with them, or whether he is a commission agent whose description implies a power to do so, is a very material circumstance. In *Johnson v. The Credit Lyonnais*, not only was the agent a merchant, but he was the paid vendor of goods, which remained in his name in a dock company's warehouse, and for which he also held the warrants, to suit the convenience of the plaintiff, the purchaser. Having complete power over the goods, the agent pledged them to the defendants, and handed over to them the warrants, when they procured a transfer of the goods in the Dock Company's books into, and an issue of new warrants in, their own names. In an action between the careless and the innocent parties, the former was held to have the better title, principally upon the ground that the common custom of the trade was to place infinite reliance in agents of this sort. Lawyers may be technical, and merchants are fond of finding fault with them for being so; but if the lawyers are to blame sometimes, what shall we say of the conduct of business men as disclosed at the trial of this case? The plaintiff, in order to save himself the trouble of sending the warrants to the agent whenever he wanted to deal with the goods, left the entire control of his property in the hands of that person, who took advantage of his power to make away with it to somebody else. So far, the matter only concerned himself; but then the plaintiff applied to the law to take the property away from an innocent person, and restore it to him. He was to blame, and not the pledgees, who had no knowledge of the vice of title, and yet he sought to obtain, and the law gave him, restitution of his property. The fact that the agent was a paid vendor, seems to us no justification of the decision. If it goes for anything at all it is only a point more in favour of the innocent pledgees, for it prevented the Dock Company from being in a position to inform the pledgees of their want of title, that company only knowing the goods as those of the agent. We doubt that the judgment is good law, and maintain that it is not the lawyers who are to blame in this case. If we are mistaken, it is time for a new Factors' Act, and for a reconsideration of some of the leading cases in equity.

THE County Court Admiralty Jurisdiction Act 1868 (31 & 32 Vict. c. 71) empowered Her MAJESTY in council, on the representation of the LORD CHANCELLOR, to confer an Admiralty jurisdiction upon such County Courts as were thought to be fit and proper to exercise that jurisdiction. The 3rd section of the same Act defined the limits of the jurisdiction which might be so conferred, namely: (1) As to any claim for salvage. Any cause in which the value of the property saved does not exceed £1000, or in which the amount claimed does not exceed £300. (2) As to any claim for towage, necessities, or wages. Any cause in which the amount claimed does not exceed £150. (3) As to any claim for damage to cargo or damage by collision. Any cause in which the amount claimed does not exceed £300. (4) Any cause in respect of any such claim or claims as aforesaid, but in which the value of the property saved or the amount claimed is beyond the amount limited as above mentioned, when the parties agree by a memorandum signed by them or by their agents that any County Court having Admiralty jurisdiction and specified in the memorandum shall have jurisdiction. The extent of the jurisdiction conferred by this section in cases of disputes arising out of the distribution of salvage was discussed in the recent case of *The Glannibanta* 36 L. T. Rep. N. S. 27, an appeal from the judg-

ment of the County Court held at Sunderland. From the facts in the case it appeared that *The Glannibanta* struck the bar of Sunderland harbour, and whilst in great danger was rescued by a pilot and others, who went out in a steam tug to her assistance. The owners of the steam tug which put off to the assistance of *The Glannibanta* received £250, and they paid the pilot and certain others the sum of £7 13s. 4d. each as their share of the salvage. The latter, however, brought an action against the owners of the steam tug for a more equitable distribution of the sum of £250 paid for services to *The Glannibanta*. At the trial it was objected that County Courts have no jurisdiction over claims for distribution of salvage; and that, assuming there was such jurisdiction, the plaintiffs could not proceed with the action unless they first brought the several sums of £7 13s. 4d. received by them into court. The County Court Judge dismissed the action with costs, on the ground of want of jurisdiction. Sir R. PHILLIMORE, however, has decided that the County Court Judge was wrong, and that he should have entertained the action upon its merits.

THE injunction granted by Sir R. MALINS in *Bowden v. Russell*, on the 3rd inst., as well as the comments made by his Lordship, ought to impress upon litigants some useful lessons. In this case the plaintiffs, who were shipowners, prayed that a certain agreement of partnership might be declared valid, and that the defendants might be compelled to account or give damages. At the present stage the defendant moved for an order to commit the plaintiffs for contempt of court in publishing or circulating copies of their statement of claim in the action, and for an injunction to restrain them from doing so in future. According to the defendant, who was a shipbroker at Liverpool, the statement of claim contained allegations which were injurious to his character; these allegations he would be able to disprove at the trial, yet the plaintiffs had sent them to several of his employers. The plaintiffs, however, maintained that their allegations were true; that the defendant's conduct was such that the plaintiffs were compelled, in order to counteract his misstatements to their prejudice, to send their own employers copies of the statement of claim. At the hearing, however, the order for committal was waived. His lordship pointed out that the plaintiffs might either have sent the statement of claim itself or copies of it in the form of a letter. If they had adopted the latter course it would depend on circumstances whether they would or would not be guilty of libel. The real question was therefore whether they had not done what was very much the same thing. Relying upon *Re The Cheltenham, &c., Wagon Company* (L. Rep. 8 Eq. 580) he came to the conclusion that the cases were in effect the same, and quoted from his judgment in that case the following observations: "The petition itself contains grave and serious charges with reference to the conduct of the directors; but the broad question is whether it is allowable for the publisher of a newspaper to print proceedings pending in the court before such proceedings have come on to be heard. The principle is equally applicable to any bill or answer or petition which may be filed in this court, the statements therein contained being necessarily *ex parte*, and unaccompanied by any evidence or pleadings on the other side." So it is said by Lord HARDWICK in *Roach v. Hall* (2 Atk. 469): "Nothing is more incumbent upon courts of justice than to preserve their proceedings from being misrepresented; nor is there anything of more pernicious consequences than to prejudice the minds of the public against the persons concerned as parties in a cause before the cause is finally heard. It has always been my opinion, as well as the opinion of those who have sat before me, that such a proceeding ought to be discountenanced." With these and other cases before him it was clearly the duty of the VICE-CHANCELLOR to grant the injunction prayed for. A good deal of feeling and sometimes acrimony is no doubt engendered in the breasts of litigants during the progress of an action in which they are parties. This feeling, however natural, will not be allowed to carry either of them to such lengths as that pursued by the plaintiffs in *Bowden v. Russell*. The reasons upon which the interference of the court is founded are so manifest that any lengthy reference to them would be useless labour. The simple fact is that courts of justice look with disfavour upon anything or any conduct that tends, even in a slight degree, to import prejudice into a case; *a fortiori*, it will not allow either a plaintiff or a defendant to make use of legal forms for the purpose of destroying his opponent's credibility before the real merits of the action are tested.

THE decision of the Court of Appeal in *Westhead v. Westhead* (L. Rep. 2 P. Div. 1), has been cited with success on several occasions within the last few days as an authority that the Court of Appeal cannot hear an appeal from an order of the Judge Ordinary of the Divorce Court. The point really in dispute was whether the jurisdiction of the full Court of Divorce had been abolished. In *Wallis v. Wallis*, decided on the 5th instant, Sir J. HANNEN had refused to vary the registrar's order directing a husband, whose wife

had obtained judicial separation, to pay alimony to the amount of £150 a year. The husband appealed to the Court of Appeal. So in *Robinson v. Robinson*, decided on the 6th inst. an appeal was made from a decision of the same Judge to the Court of Appeal. In the latter case the learned Judge had refused a new trial on a petition for dissolution of marriage. In both cases the objection taken was that, on the authority of *Westhead v. Westhead*, an appeal lay to the full Court of Divorce, and not to the Court of Appeal. Against this it was urged that all the courts mentioned in the Judicature Act 1873, including the Divorce Court, were united in the Supreme Court, which was itself divided into the High Court of Justice and the Court of Appeal. The jurisdiction of the latter, it was said, extends to the hearing of appeals from the Probate and Divorce Divisions as well as from other divisions of the High Court. It was also insisted that the full Court of Divorce, constituted by the provisions of the Divorce Acts 1857, 1858, and 1860, had been impliedly abolished by the Judicature Act, inasmuch as that Act contained no provision for its continuance. In support of this view reference was made to the 44th section of the Judicature Act 1873, by which divisional courts might be held for the transaction of any part of the business assigned to the Probate, Divorce, and Admiralty Division of the High Court. The reasoning, however, on behalf of the appellants did not persuade the court to hear the appeal, and it must now be taken as settled that the Court of Appeal has no jurisdiction to hear an appeal from an order of the Judge Ordinary of the Divorce Court. Such appeals must be brought, as before, to the full Court of Divorce. The opinion of LORD JUSTICE JAMES, as given in *Robinson v. Robinson*, was to the effect that there was nothing in the Judicature Acts to take away the jurisdiction of the full Court of Divorce. That court was a part of the Divorce Court, and its decision was made final in such cases. By sect. 20 of the Appellate Jurisdiction Act 1876 it is provided that when by Act of Parliament the decision of any court or Judge whose jurisdiction is transferred to the High Court of Justice is to be final, no appeal shall lie to the Court of Appeal. His Lordship was quite of opinion that although there might have been an appeal from such court under the Judicature Act as it originally stood, yet it was impossible to say that such right had not been taken away by the Act of 1876. LORD JUSTICE MELLISH concurred in this view. The only real question, he thought, was whether the jurisdiction of the full Court of Divorce was abolished by the Judicature Acts, or was transferred to the High Court. "There are no words abolishing it," said his Lordship, and there are general words in sect. 16 amply sufficient to transfer to the Judges of the High Court all the jurisdiction which was previously vested in the Judges of the common law courts. Before the Act of 1876 there might have been a question whether a party appealing was compelled to go to the full court first, or had the option of going to the Court of Appeal at once. He must, I think, have gone to the full court first, and afterwards to the Court of Appeal. But the right of appeal to this court in such cases was taken away by the Appellate Jurisdiction Act of 1876." It is perhaps a misfortune that the Court of Appeal could not see its way to declaring that the full Court of Divorce had been abolished by the operation of the Judicature Acts. We say this upon considerations of convenience to suitors and uniformity of practice. During the argument in one of the above cases it was pointed out that the full Court of Divorce rarely sits, hence the conclusion to which the Court of Appeal has come may, though this is the fault of the Legislature, have the effect in many cases of deferring the ultimate decision.

#### LIMITATIONS IN MARRIAGE SETTLEMENTS IN FAVOUR OF CHILDREN BY FORMER MARRIAGE.

THE recently reported case of *Price v. Jenkins* (L. Rep. 4 Ch. Div. 483), to which a brief allusion was made not long ago in these columns, is one of considerable importance. Its importance is two-fold. In the first place the decision itself is an important addition to the law relating to marriage settlements; in the second place the judgment of the learned Judge (Vice-Chancellor Hall) before whom the question at issue was argued, contains an elaborate examination of the long string of authorities from *Jenkins v. Keymis* (1 Lev. 150) to *Clark v. Wright* (6 H. & N. 849.) The actual point upon which the learning of counsel was brought to bear may be shortly stated thus: Where there exists in a marriage settlement a limitation in favour of a son of the settlor by a former marriage, is the title of that son good as against a subsequent purchaser from the settlor (i.e., the intended husband)?

In *Jenkins v. Keymis* N. was a tenant for life, C., his son, was tenant in tail. In consideration of a marriage between C. and B. and her portion of £2500, N. levied a fine to his own use for life, remainder to C. and B. for their lives, remainder to the heirs of the body of C. and B., remainder to the heirs of the body of C., with power to N. to charge the premises with £2500. N. and C. subsequently joined in a mortgage. Could this mortgage defeat the limitation in favour of the issue of the second marriage? It was held that it could not. In commenting upon

this decision, it was remarked by Vice-Chancellor Hall that "It does not appear how the money (the £2500) was paid, or to whom it was paid, but the money was paid, and that was the consideration for the settlement being made in that form, viz., in consideration of 2500l. coming from the lady, a settlement was made which included the children of the son by a second marriage. There was, therefore, a money consideration which could not be severed and separated. That consideration ran through the whole of the settlement and the whole of the limitations. This case with others is cited in support of the principle that generally in cases where the property settled belonged partly to the husband or wife and partly to a third person, their mutual interchange of interests will make valid any limitations to collateral branches which were part of the bargain. (See May's Voluntary and Fraudulent Alienations of Property, p. 336.)

This case, then, does not supply a *ratio decidendi* for that of *Price v. Jenkins*. The defendants chiefly relied upon *Newstead v. Searles* (1 Atk. 265) and *Clarke v. Wright* (*ubi sup.*), contending that the former was a direct authority in his favour. In *Newstead v. Searles* a widow, at the time of her second marriage, had two grandchildren, for whom she wished to make provision. Accordingly, acting with her intended husband's consent, she settled her lands equally upon the two grandchildren in the event of there being no issue of the marriage. The limitation in favour of the grandchildren was held good by Lord Hardwicke as against creditors. His Lordship was of opinion that if the case was taken with all its circumstances the settlement was not voluntary; and referring to *Jenkins v. Keymis*, went on to say, "The present is a stronger case, for here are reciprocal considerations, both on the part of the husband and the wife, by the provision under the articles for the children of the second marriage." The reciprocal considerations here referred to were, as pointed out by Vice-Chancellor Hall in *Price v. Jenkins*, that inasmuch as the property in question was settled by one limitation in favour of the issue of the two marriages, it was governed by the rules which obtain where limitations in favour of strangers are mixed up with other limitations.

If the circumstances of this case are compared with those of *Price v. Jenkins*, a certain similarity will be obvious. In the latter the defendant upon his second marriage settled a piece of land upon trust for himself and his intended wife, during their joint lives, and for the survivor for life, and after the death of the survivor, for his son absolutely. The intended wife's property was settled as to part for her separate use, and as to the rest upon such trusts as she should appoint, and in default of appointment for her for life, for her separate use, and after her decease in trust for her children or tenants in common. The similarity, however, is more apparent than real, and the *ratio decidendi* of *Newstead v. Searles* cannot be adopted unless it can be said that that case is an authority for the general principle that a settlement made on the occasion of a second marriage in favour of the issue of a former marriage is valid as against purchasers for valuable consideration. In the opinion of Vice-Chancellor Hall it is no such authority. It was a case decided on the authority of *Jenkins v. Keymis*, and, said his Lordship, it came within the class of cases in which limitations in favour of strangers, and mixed up with limitation in favour of persons who are not strangers, so that they are all to take together, or in a certain order of limitations, and such taking necessitates the court holding to be valid the limitations in favour of those who are not within the consideration. The court in such cases holds the whole to be effectual, in order that it may give effect to that which, being within the consideration, must have effect given to it." Adopting this view of the principle deducible from the reported cases, there can be no doubt of the correctness of the decision in *Price v. Jenkins*.

Some of the remarks made from the Bench in the case of *Clarke v. Wright* are, to say the least, inconsistent with the principle here enunciated. There a widow upon her second marriage, settled her real property in trust for her herself for life, with remainder as to part to her husband for life, remainder to the use of her illegitimate son in fee, and as to the residue to her son in fee in case he should attain the age of twenty-one. The question the court was called upon to decide was whether the limitation in the marriage settlement to the illegitimate son was good as against a mortgagee to whom the property had been mortgaged by the husband and wife. The question was answered in the affirmative by the Courts of Exchequer and Exchequer Chamber, though the reasons given by the various Judges for their judgment are not consistent with one another. The Court of Exchequer was of opinion that *Newstead v. Searles* was a direct authority that a settlement by a widow about to marry upon her children by a former marriage, is good against a subsequent mortgagee. A careful examination of the facts will show that that case is not an authority to that extent. It is said in effect in *Dart's Vendors and Purchasers* that if a stipulation on the part of one of the contracting parties that the other contracting party shall settle some of his own property in a particular way, cannot be presumed or proved, the limitation must be considered voluntary and void as against a subsequent *bond fide* purchaser. This view was

adopted by Mr. Justice Blackburn in *Colling v. Wright* (6 H. & N. at p. 865), and the same learned judge went on to say, "Yet when as in *Newstead v. Searles* and *Clayton v. Earl of Winton*, the limitations so interfere with those which would naturally be made in favour of the husband, wife, and issue, or to indicate that the limitations must have been discussed, and made part of the marriage contract, part of the reciprocal consideration between the husband and wife, that presumption is rebutted, and the limitations are not voluntary." Vice-Chancellor Hall agreed with this, but considered it inapplicable. In his view the bargain between the defendant and his second wife was that the property should in substance, so far as regarded the issue of the intended marriage and the intended wife, not be brought into settlement at all, but be left to the intended husband to make a settlement upon her. As a matter of convenience and economy, this was done by the same instrument as the settlement of the wife's property. In his Lordship's opinion the question to be asked is, Can it, or can it not be collected from the settlement that the intended wife stipulated that the intended husband should settle some of his own property upon the child by a former wife. This question was answered in *Price v. Jenkins* in the negative. We think the decision in harmony with previous authorities if these are rigorously examined.

#### THE POWER OF AN ARBITRATOR TO CERTIFY FOR COSTS.

In the case of *Bedwell v. Wood*, heard on March 5, the Divisional Court had under their consideration questions of considerable importance affecting the powers of an arbitrator. The action was brought to recover £21 12s., being a balance of account for work and labour done. On the 4th Dec. 1876, the action was referred under 17 & 18 Vict. c. 125, s. 3, to the certificate of Master Brewer, who was to have all the powers of certifying and amending of a judge at Nisi Prius, the costs of the cause and of the reference to be in the discretion of the master. By his award, dated the 11th Jan. 1877, the master certified and awarded the plaintiff £6 1s. 10d., and directed that the costs of the cause and reference be borne and paid by the defendant. In this award, however, the master gave no certificate that in his opinion the action had been properly brought in the Superior Court. Upon a master at chambers being applied to, to tax the costs, he refused to do so, on the ground that under the County Court Act 1867, s. 5, they were not recoverable in the action, in consequence of the sum recovered being under £20, and there being no certificate as required by that section.

On the 2nd Feb., on an *ex parte* application by the plaintiff's solicitor, Master Brewer indorsed on his award the following words: "I think the plaintiff should have his costs;" and on the 6th Feb. he made the further indorsement: "I certify there was sufficient reason for bringing the action in the Superior Court." Accordingly on this certificate the costs were taxed and allowed.

On these facts three questions arose: (1) Whether the Master had any power at all to certify for costs; (2) Whether he had authority to indorse his certificate on the award after it had been taken up; and (3) Whether, inasmuch as in the body of the award he had in terms directed that the costs should be paid by the defendant, any further certificate was necessary.

As to the first point, the case of *Moore v. Watson* (L. Rep. 2 C. P. 314), would seem to be an authority on the general principle of a Master's authority. There an action of contract was compulsorily referred to a master under sect. 3 of the Common Law Procedure Act 1854, and it was ordered that the costs of the cause should abide the event, and that the costs of the reference should be in the discretion of the master. The master awarded to the plaintiff a sum less than £20, and directed the defendant to pay the costs of the reference. But it was held that the plaintiff was not entitled to these costs; for that they could only be recovered upon judgment entered on the award, and that being for a sum not exceeding £20, the County Court deprived the plaintiff of costs.

But the Divisional Court thought it unnecessary to deal with that case, inasmuch as in *Bedwell v. Wood* all the powers of certifying and amending of a Judge at Nisi Prius were given to the master, and they held that this clearly included the power of certifying for costs. Mr. Justice Byles, however, in the case of *Wigens v. Cook* (28 L. J. 315, C. P.) seems not to have been of that opinion, for though the case had there been referred to an arbitrator, who was to have "all the powers as to certifying of a Judge at Nisi Prius," he said, "As to our sending the case back to the arbitrator, if we were to do so it could only mislead him, by inducing him to think he had power to do what I think he has no power to do, viz., to certify for costs."

On the second point the court held that the authority of the master expired after his award was made and published; and that he had no power to certify afterwards, unless the award was remitted to him by the court. This they held on the authority of *Spain v. Cadell* (8 M. & W. 129), in which Baron Alderson laid down the law thus: "No doubt the arbitrator, who is invested with this power by the consent of the parties, must, in all substantial matters, follow the rules laid down in the statute for the

guidance of the judge, that is, he must give his opinion upon the matter immediately; he cannot make his award at one time, and certify as to the costs at a subsequent time. That is in substance the power possessed by the Judge at Nisi Prius, which the arbitrator, although he cannot follow it literally, is bound to follow *cy près*, the mode of doing which is by immediately inserting his certificate in the award." And the same principles were acted on in *Geeve v. Gorton* (3 D. & L. 481).

That case was as follows: The cause came on for trial before a special jury, and was referred to an arbitrator, who was to have the same power to certify as a judge at Nisi Prius. The award was made on the 6th August, and, after the first four days of the following term, the arbitrator certified for a special jury. It was held that the certificate was too late. One objection in this case was that the certificate was not given immediately after the verdict, within the words of 6 Geo. 4 c. 50, s. 34; but it was also objected that the arbitrator did not certify until after his authority had expired. To this it was answered by the counsel on the other side that, though an arbitrator cannot make an alteration in his award, he yet may do any act for the purpose of carrying it into effect; to which Chief Baron Pollock replied: "Not if the parties neglect to call his attention to it until after his authority has expired;" and Baron Parke said: "Surely it was intended that the arbitrator should make his award once for all; he ought to have included the costs of the special jury in his award." On the third point—viz., whether any certificate was, in fact, necessary, the court gave no decision. The case of *Smith v. Edge* (33 L. J. 9, Ex.) was cited as an authority for the proposition that the words of an award cannot be taken by implication as a certificate. That case certainly does not seem to bear out such a proposition; but the proposition would seem to be a sound one, for the words of the County Court Act are clear that a certificate to a certain effect is to be given, and we doubt very much whether the law would imply that such a direction has been carried out unless the certificate be given in plain words. But it is tolerably clear that no such certificate could be implied in the case of *Bedwell v. Wood*. The certificate required is a certificate that the action was properly brought in the Superior Court. That can hardly be implied from a general direction as to costs, which involves distinctly different considerations.

#### AGENCY—LIABILITY OF AGENT TO THIRD PARTIES TO PAY OVER MONEYS.

THE *ratio decidendi* adopted in the case of *Pond v. Underwood* (2 Ld. Raym. 1210), decided in 1705, is applicable in the present day. This case overruled *Jacob v. Allen* (1 Salk. 27), and has received the sanction of Lord Mansfield's approval. This was an action by an executor for money received by the defendant, and owing to the testator. At the trial it appeared that before the will was found administration was granted to the testator's sister, who gave to the defendant a warrant of attorney to receive the money in question. He received the money accordingly, and paid it over to the administratrix before any notice of the will. Lord Holt non-suited the plaintiff, on the ground that no action lay against the defendant, as he had paid the money over to his principal without notice.

In *Sadler v. Evans* (4 Burr. 198 Ex.), decided in 1766, the defendant was Lady Windsor's receiver. An action was brought against him for money received. The action was really brought with the intention to try the right of Lady W. to a certain quitrent. Baron Perrott non-suited the plaintiff, being of opinion that the right to an inheritance of the principal could not be tried in an action for money had and received brought against the agent. A rule to set aside the non-suit was discharged. From some of the observations of the court it might be inferred that they thought the general rule to be that payment or no payment by the agent was immaterial; but these remarks must be taken subject to the particular circumstances of the case. Lord Mansfield distinctly said that when payments are made to a known agent the action ought to be brought against the principal, "unless in special cases, or under notice, or *mala fide*."

*Butler v. Harrison* (Cowp. 565), decided in 1777, was an action for money had and received, to recover a sum of £2100 paid as due upon a policy of insurance to the defendant as agent for the insured. The agent placed the money to the account of the principal. After payment, the plaintiffs discovered that the money was not due, and gave notice to that effect to the agent. At the trial Lord Mansfield left it to the jury to say whether the action could be maintained against the defendant as agent, and ruled that it depended on whether the fact that the defendant had placed the money to the account of his principal was equivalent to a payment of it over. The jury found for the defendant. A rule nisi for a new trial was made absolute by the court. The written judgment was read by Lord Mansfield, "In general, the principle of law is clear," said his Lordship, "that if money be mispaid to an agent expressly for the use of his principal, and the agent has paid it over, he is not liable in an action by the person who mispaid it. . . . On the other hand, it is just that as the agent ought not to lose, he should not be a gainer by the mistake. And, therefore, if after the payment so made to him, and

before he has paid the money over to his principal, the person corrects the mistake, the agent cannot afterwards pay it over to his principal without making himself liable to the real owner for the amount." His Lordship was of opinion that the question was one of law, and not of fact, and that the direction to the jury should be that if they were satisfied the money was paid by mistake, and that the defendant's situation was not altered by any new circumstance since, they ought to find for the plaintiff.

In *Bolton v. Puller* (1 B. & P. 539), decided in 1796, A. and Co. were bankers at Liverpool, and two members of the firm, namely, C. and D., carried on a separate business in London. The plaintiffs having accepted bills payable to the house of C. and D., employed A. and Co. to get them paid accordingly, and deposited with them good bills indorsed by them for the purpose of enabling them so to do. A. and Co. debited the plaintiffs in account for his acceptances, and credited him for all the bills which he deposited. Some of the bills so deposited by the plaintiff were remitted by A. and Co. to C. and D., upon the general account between the two houses. Before any of the acceptances of the plaintiff became due both houses failed, and J. S. was obliged to pay his own acceptances. The Court of Common Pleas held that the assignees of C. and D., namely, the defendants, were entitled to retain against the plaintiff the bills remitted to them by A. and Co. The judgment of the court was delivered by Chief Justice Eyre, who treated the case as a middle one between those in which it has been held that bills in the hands of a factor in the event of a bankruptcy must be delivered up, subject only to rights of lien; and those in which it is held that if indorsed bills are deposited with a banker, and they are by him negotiated to a third person, though the purpose for which they were deposited should be ever so cruelly disappointed by his becoming bankrupt, the original owner can have no claim to recover them in trover against this third person. "The true nature of that transaction," said his lordship, "has been warmly disputed in the course of the argument. Bolton paid into his banker's hands these bills on his general account for a particular purpose. This has been called an appropriation; and legal consequences are deduced from them as if appropriation was a technical term, or at least was used in some definite or precise sense; whereas no term in perpetual use can be more general or more uncertain in its import. . . . So far from being appropriated to any particular purpose in the strict sense of the word, the bills in specie were not intended to be applied to any other purpose than to be converted into cash, in order to increase Mr. Bolton's credit with his bankers, and in the nature of things they could not be applied in specie to the particular purpose of paying Mr. Bolton's acceptances in London. These bills, at least the bills in question, were remitted to the house in London on the general account of the banking houses. We cannot think that there was a misapplication, or that the confidence of Mr. Bolton was abused."

The decision was mainly relied on by Vice-Chancellor Malins in *Johnson v. Roberts* (L. Rep. 10 Chan. 505), decided in 1875. The plaintiffs were customers of a County Bank, the defendants were the London agents of that bank. The acceptances of the plaintiff were usually made payable at the London bank. The plaintiff having paid into their account to the former bank the sum of 2422l. 8s. in cash, notes, and bills, to meet acceptances, that bank sent a printed letter with the bills and notes, "Be pleased to make undermentioned payments, &c., at the debit of the County Bank." A few days afterwards that bank stopped payment, the defendants refused to pay the amounts due on the acceptances, but retained the bills and notes as having been remitted to them in the ordinary course and without any reference to the acceptances. A bill praying a declaration that the defendants were trustees of the bills and notes was dismissed. This decision was affirmed in the Court of Appeal.

In *Stevens v. Hill* (5 Esp. 24), decided in 1865, Lord Ellenborough ruled that when a bill is drawn on an agent, and made payable out of a particular fund, if the agent says he will pay it when he gets money of the principal, this is binding upon him, and if he gets money at a subsequent time he is bound to pay the bill. His Lordship remarked that a similar case of an army agent had been tried before Lord Kenyon, in which case the agent had promised to pay the draft of a person on him, and, having neglected to do so, an action being brought, Lord Kenyon ruled that the promise of the agent was an appropriation of so much to the use of the holder of the draft, and made him liable on the receipt of any money upon the credit of which it was drawn.

*Williams v. Everett* (14 East, 582), decided in 1811, was another action for money had and received brought to recover £300, being part of the amount of a bill remitted by one Kelly, resident abroad, to the defendants, his bankers, in England. In his letter accompanying the bill K. said, "I remit you by the *Warley* £1126 2s., which I particularly request you will order to be paid to the following persons, who will produce their letters of advice from me." Amongst the persons named was the plaintiff. Before the bills became due the plaintiff gave Everett notice of a letter he had received from K. ordering his debt to be paid out of that remittance. At the same time he offered the defendants an indemnity. The latter, however, refused to indorse the bill away or to act upon the letter. The question was whether the plaintiff was en-

titled to receive from the defendants the amount of the debt due to him from K. out of the money which was admitted to have been received when the bill became due. At the trial Lord Ellenborough nonsuited the plaintiff, on the ground that as the defendants had renounced the terms on which the bills were remitted before the money was actually received, the money was only money had and received to the use of the remitter of the bill. The ruling was upheld by the full court. The judgment was delivered by Lord Ellenborough, who said, "It will be observed that there is no assent on the part of the defendants to hold this money for the purposes mentioned in the letter; but, on the contrary, an express refusal to the creditor so to do. . . . By the act of receiving the bill the defendants agree to hold it till paid, and its contents when paid, for the use of the remitter. It is entire to the remitter to give and countermand his own directions respecting the bill as often as he pleases, and the persons to whom the bill is remitted may still hold the bill till received, and its amount when received, for the use of the remitter himself, until by some engagement entered into by themselves with the person who is the object of the remittance, they have precluded themselves from so doing, and have appropriated the remittance to the use of such person. After such a circumstance they cannot retract the consent they may have once given, but are bound to hold it for the use of the appointee."

The court stated a hypothetical case as means of testing the defendants' liability. Suppose the defendants had been robbed of the cash or notes in which the bills in question had been paid, or suppose they had been lost or destroyed, who would have borne the loss, the remitter K., or the creditors in whose favour he had directed the application of the money, assuming that the defendants were not liable? The doctrine laid down in this case was applied in *Brind v. Hampshire* (1 M. and W. 365); *Scott v. Porcher* (3 Meriv. 652). This right of the remitter to make any new appropriation of his money as he might think fit, and so relieve the agent of liability upon the original appropriation, was recognised in *Stewart v. Fry* (7 Taunt. 33, 9, 1817). There the acceptor of a bill remitted funds to his bankers, the defendants, to meet it. The defendants finding the bill was sent back as dishonoured, remitted the money to the acceptor. Upon a subsequent presentment of the bill, they refused payment, and the court held that they were not liable to the holder for the amount remitted. On the same grounds where the maker of the promissory note paid money into the hands of an agent to retire it, and the agent tenders the money to the holder of the note, on condition of having it delivered up, but the note being mislaid, this condition is not complied with, and the agent afterwards becomes bankrupt, with the money in his hands, Lord Ellenborough ruled that the maker was still responsible on the note: *Dent v. Dunn* (3 Camp. 296, 1812).

#### THE NEW COUNTY COURT BILL.

[FROM A CORRESPONDENT.]

THE new County Court Bill, upon which you have commented in your last two numbers, proposes to establish five principal County Court districts under seven Judges, the centres of those districts being Liverpool, Manchester, Leeds, Bradford, Birmingham, Bristol, Newcastle, and Durham. No doubt, if the proposed plan is carried out, the first six named places are, from their importance, very properly chosen as principal courts; but I fail to see why Newcastle and Durham have been selected in preference to some other large towns, unless Newcastle is so favoured from the fact of the introducer of the Bill being member for that town and the framer of it the County Court Judge of Northumberland. Upon referring to the Parliamentary return of all plaints entered in the County Courts in England in 1875 (the last return yet printed, I find that in Newcastle there were 5268, and in the whole of Northumberland, including Gateshead (County Circuit 1), only 10,681. In Durham 4512, and in the whole of that circuit (No. 2) 19,042, while in Darlington and Barnard Castle from Circuit 15, which it is proposed to add to the new district, 3164, giving a total of 32,887 plaints; but to obtain so large a total the whole of Circuits 1 and 2 and part of circuit 15 are amalgamated, and a very large area (above a hundred miles in length from north to south) included, the effect of which must necessarily be to cause great expense to suitors and their witnesses, who will have to travel long distances to Newcastle or Durham to try their actions above £20. From the same returns we find that Sheffield had 20,761 plaints, and Rotherham in the same circuit, 4481. Surely there is more reason to make Sheffield a principal County Court or centre of a district than Newcastle and Durham. Nottingham, which had 11,634 plaints, considerably more than two towns of Newcastle and Durham put together, or than the whole of Circuit 1, is neither made a principal court or part of a new district. Hull, a more important seaport than any in Northumberland or Durham, and with 7083 plaints, is also omitted, and so are Leicester (9771 plaints), Dudley (8502), and Hanley, Burslem, and Tunstall, with 9734. It appears to me that the Bill, either does not go far enough in not making m--



principal courts, or that if it is to be considered as an experiment, or a commencement, that the largest and most important towns should have been chosen in the first instance, which appears not to have been done, except in the cases of Newcastle and Derham.

It has always seemed to me that a great improvement might be made in the County Court system and in the efficiency of the courts, without such a great alteration as is contemplated, or inviting so much opposition as the present Bill will probably meet with, and creating so much dissatisfaction in the large towns, which it is proposed for the future shall only be visited by a judicial registrar, while the important cases are to go to another place for trial, thereby occasioning much expense and loss of time to suitors, witnesses, and professional gentlemen, who have for a number of years been accustomed to have their cases tried and decided at their own homes. The present County Court districts or circuits, with some slight alterations made from time to time, have existed for the last thirty years; since then railways have greatly increased and towns sprung up, which were then mere villages or did not exist at all. It is time that these circuits were re-arranged all through the country, and the business more equalised. To begin with the north for example. In Circuit No. 1, as already stated, in 1875 there were 10,681 plaintiffs; in Circuit 2, 19,042, nearly double. Several of the towns in the northern part of that circuit might very well be added to No. 1, and Stockton, Darlington, and Barnard Castle, which formerly belonged to Circuit 2, but were some years ago taken away, because the circuit was too large, might be restored. This would relieve Circuit 15 of a good deal of work, and it again might have towns added to it from another circuit. If this plan were pursued throughout the country I have little doubt the number of circuits and Judges might be reduced. I know that the number of plaintiffs in a circuit is not always a fair criterion by which the amount of labour a County Court Judge has to undergo can be arrived at; because in many circuits, though the number of cases are comparatively few, the number of places at which he holds circuit are more numerous, and he may have to sit as many days and travel further than a Judge who tries many more cases. But there are many places, and especially in the agricultural districts, which are very small, and where courts are held only once in two or three months, and at which the Judge's work occupies a very short time when he arrives at them. Many of these courts—now that railway communication is so much easier than it was thirty years ago—might be abolished, and the business sent to the nearest town of any importance at a very small inconvenience to the public, whilst the salaries of the registrars and other costs of those courts would be saved. Such saving, together with some probable diminution in the number of judges, would go a long way towards paying for some fair increase in the judges' salaries, which it seems to be generally thought they are fairly entitled to. I see no reason why some jurisdiction might not be given to the present registrars to try small disputed accounts, which would greatly relieve the Judge, who would have more time to try the important cases, the number of which might then very well be increased by giving him extended jurisdiction. I certainly think it

would be much better to give jurisdiction in small matters to the present registrars, than to establish a new kind of Judge under the name of Judicial Registrars at a large salary, and who would, in fact, be very much the same as the County Court Judges were when first established. Surely the country hardly requires three classes of County Court Judges, superior ones at £3000 a year, ordinary ones at £1800, and inferior ones at £1200.

## LAW LIBRARY.

*The Principles of Punishment as applied in the Administration of the Criminal Law.* By EDWARD W. COX, Serjeant-at-Law, Recorder of Portsmouth. London: LAW TIMES Office.

PUBLIC attention has been so often directed to the administration of our criminal law, that any writer who discussed the question with but a moderate amount of ability, would be sure to find a ready audience. The question, however, is one which from its very nature cannot be adequately treated from a merely theoretical point of view. A writer, who has been able to test his theories by a long and varied experience, will not only find an audience, but must command attention. It is in this particular that Serjeant Cox has an advantage over ordinary writers. With an experience extending over a number of years, during which he has tried "upwards of 13,000 prisoners for almost every crime except murder," the learned Serjeant may well say that the experience gathered in the discharge of those official duties could scarcely fail to teach some useful lessons. Upon this point there can be no doubt.

Turning to the contents of the book itself we find that the subject is distributed into twenty-three chapters. In these are treated, The Purpose and Principle of Punishment; Legal Classification of Crimes; The Province of the Judge; Classification of Criminals; The Character of the Criminal; Circumstances of Aggravation; Mitigation of Punishment; Abuses of the Criminal Law; Costs; Compensation; Restitution; Juries and Verdicts; Summary Convictions; Payment of Penalties and Costs; Rewards; Bail, and the like. Under these various headings will be found the results of much experience and many suggestions of value. Starting with the principle that the sentences of the different courts are practically regulated by no rule, as "they are not based upon any principles capable of being generally recognised and acted upon," the learned author gives in the book before us his contribution towards mitigating, if not removing altogether, this acknowledged evil. In fact, in the chapters already noticed, he designed, as he has said in the preface, "only an endeavour to trace certain principles, or, to be more accurate, certain considerations, that might possibly assist the judge or magistrate in approximating to a just determination in punishments, so that good reasons might be given for awarding the various penalties to the various offenders." The learned author has succeeded in attaining the object he set before him at the outset, and has published suggestions which cannot but be of great value to all judges and magistrates in the administration of the Criminal Law.

## LEGISLATION AND JURISPRUDENCE.

### HOUSE OF LORDS.

Friday, March 2.  
BANKRUPTCY.

The LORD CHANCELLOR, laying on the table and moving the first reading of a Bill to amend and consolidate the law relating to Bankruptcy, said that when it was printed and in the hands of members a more convenient opportunity would arise for stating its provisions, and the respects in which it differed from the Bill on the same subject which passed their Lordships' House last session.

The Bill was then read a first time.

### REAL PROPERTY.

The LORD CHANCELLOR said he wished to lay on the table and move the first reading of two other Bills on somewhat minute subjects connected with the law of the country. One was a Bill to amend the law relating to contingent remainders—a subject the bare mention of which showed that it was of a somewhat technical character. The other Bill was one for the amendment of two Acts passed in the present reign to exonerate real estate from certain charges, and which had been found defective in operation.

On the motion of the noble and learned Lord, the two Bills were read a first time.

Tuesday, March 6.

### THE BURIAL LAWS.

The Duke of RICHMOND and GORDON gave notice that on Tuesday next he would introduce a Bill to consolidate and amend the Burial Acts, and at the same time explain the Bill and make a statement.

### PUBLIC RECORDS OFFICE BILL.

The LORD CHANCELLOR, in moving that their Lordships go into committee on this Bill, said he only proposed on this occasion that the committee should be taken *pro forma*, in order that the Bill might be reprinted with amendments. Since it was laid on the table, representations had been made from various quarters that it was desirable that the scheme of the measure should be carried further, so as to include the destruction of documents which had accumulated in counties, and were now entirely useless. He proposed, therefore, to introduce clauses to effect that object, and their Lordships would be better judges of how far they might with safety go in the direction referred to when they saw those clauses in print. Also, he found there was a feeling in some quarters, and it was one in which he sympathised, that, before any documents were destroyed, there should be laid before Parliament a schedule containing a description of the documents which it was intended to destroy. He proposed to introduce such a schedule in the Bill, and this afforded another reason for reprinting the Bill itself. (Hear, hear.) Their Lordships then went into committee on the Bill.

The Earl of HARROWBY suggested that the Bill should be referred to a select committee, of which the Duke of Somerset be Chairman.

The LORD CHANCELLOR observed that his noble friend (the Earl of Harrowby) was for proceeding with great avidity, because he not only proposed a select committee, but selected a chairman for that committee. (Laughter.) No better selection could be made, but at present they were only at the stage of committee, and he had suggested that the Bill should be reprinted in order that their Lordships might see the proposals of the Government in their entirety. If when those proposals were before the House any strong feeling was expressed on the part of their Lordships for referring the Bill to a select committee, he should offer no opposition to that course. In fact, the desire of the Master of the Rolls was not to act without authority in reference to the important matter of the destruction of documents, but rather to have all responsibility removed from him as far as it was possible to remove it. (Hear, hear.) The Bill then passed through committee *pro forma*.

### LORD CHIEF JUSTICE COLERIDGE.

VISCOUNT MIDDLETON said he had given notice of his intention to ask the Lord Chancellor whether his attention had been called to a report in the *Times* of the refusal by Lord Chief Justice Coleridge to allow the costs of a conviction for night poaching, when the learned judge was stated to have used these words:—"That it was the first occasion any such application had been made

to him, and he hoped it would be the last, for he certainly never should order the costs in any such case. He wished it to be distinctly understood that he was only following the dicta of eminent judges. The law ought undoubtedly to be enforced, but, as the law protected the amusements of rich people, they must pay for its enforcement." He had also given notice to ask whether that report was correct, and if so, whether the ruling of Lord Coleridge was in conformity with the practice of her Majesty's judges. He had purposely given a notice sufficiently long to enable the noble and learned Lord on the woolsack to communicate with Lord Chief Justice Coleridge, and to enable the learned judge to return such reply as he might deem advisable. However, since he put his notice on the paper a change had occurred in the circumstances of the case. Last evening a question on the subject was put and answered in another place, and, as the answer was in the shape of a letter from Lord Chief Justice Coleridge, he hoped their Lordships would not consider him to be out of order if he referred to it. The letter stated that the report, with the exception of one word—the variation in which did not at all affect the questions of which he had given notice—was correct, and it further stated that several learned judges, none of whom were now living, but whose names were mentioned with respect by the Bar, took the same view as that adopted by Lord Chief Justice Coleridge, and that their decisions on the point formed precedents on which he had acted. He had been unable to verify those authorities, and probably they were not in print; but as one and probably more of those decisions had come within the Lord Chief Justice's own knowledge, he thought their Lordships might take it that the learned judge's statement on that head was correct. Thus two portions of the question he had intended to ask had been answered. He would not conceal from their Lordships that he was strongly tempted to ask if this was the judicial utterance of the Lord Chief Justice—that he was determined to refuse costs invariably in all such cases, irrespective of what the circumstances might be, and that the amusements of the rich must be protected at the expense of the rich. He would not, however, enter into that point either, because the circuit had not closed and the noble and learned Lord was not in his place. He had been most anxious to ascertain at the earliest possible moment the correctness of the newspaper report, but, as the question he would have put to elicit information on that head had been answered by anticipation, he would not further take up the time of the House.

**THE LORD CHANCELLOR.**—If I rightly understand my noble friend, he does not put any question to me. I am glad he has not done so, for, had he done so, I should have replied that, though I should have had great pleasure in becoming the medium of any communication which the Lord Chief Justice might desire to make to your lordships, on the other hand, I have no jurisdiction over and no responsibility at all for the Lord Chief Justice, and no means of ascertaining the correctness of the observation he is reported to have made which is not open to any other member of your lordships' House. (Hear, hear.)

The Earl of MALMESBURY, in the absence of the Lord Chief Justice, did not intend to go into a discussion of the subject. He must, however, say that if the Game Laws did not rest on their own merits they ought to be revised. It was impossible to say that laws made for the preservation of wild animals indigenous to this country were enacted for any one class of the people. Any amusement which was derived in consequence of that preservation was shared in by the poor as well as by the rich; and the Bill passed last Session for the Preservation of Wild Birds was passed more in the interests of the poor than in those of the rich. He protested against the inference likely to be drawn from the observations of the noble and learned Lord Chief Justice. Their lordships adjourned at twenty-five minutes to six o'clock.

#### HOUSE OF COMMONS.

Monday, March 5.

##### LORD COLERIDGE ON POACHING CASES.

Sir C. LEGARD asked whether the attention of Her Majesty's Government had been called to the refusal of the costs of prosecution by Lord Coleridge on the conviction of three men for night poaching, and to his having said, as reported in the Times, "that it was the first occasion any such application had been made to him, and he hoped it would be the last, for he certainly never should order the costs in any such case. He wished it to be distinctly understood that he was only following the dicta of eminent judges. The law ought undoubtedly to be enforced, but as the law protected the amusements of rich people, they must pay for its enforcement;" if he would inform the House what were the dicta on

which Lord Coleridge relied, who were the judges who had uttered them, and whether the doctrine laid down was in conformity with the law of the land.

Mr. CROSS.—As I, of course, have no jurisdiction in this matter, I think the best thing I can do is to read to the House a letter which I have received from the noble lord:

"Sir,—I am much obliged to you for calling my attention to Sir Charles Legard's question, of which I should have been otherwise entirely unaware, for that gentleman has not extended to me what I think is the usual courtesy of inquiring whether words which are intended to be made the subject of question or comment were used in fact by the person to whom they are ascribed. Of the general accuracy of the report quoted from *The Times* I have no reason to complain; I did not, however, use the word 'dicta,' but the word 'practice,' which makes some difference. As far as I know, there are no dicta on the subject; nor is it likely, from the nature of the case, that there should be. I spoke of the practice of judges, and the judges I had in my mind at the time I spoke were Justices Maule, Erskine, Patteson, and my own father. I believe, as a matter of fact, the list might be largely extended, but these are enough. I did not, however, and do not, wish to shield myself under any authority, however venerable. I acted according to law, with, I hope, a proper sense of duty, on my own sole responsibility, and (disclaiming offence) I must add that I am not accountable for my acts to any member of the House of Commons." ("Oh.") "A letter to the Secretary of State to be read in the House of Commons is not a convenient medium for any discussion of the general question. But by law the costs in prosecutions for breaches of the game laws cannot, without the authority of the judge, be inflicted on the ratepayers; and the offence tried before me at Durham is an offence which, by law, justices of the peace cannot try. The experience of other men may be different, but this was the first occasion on which any attempt has been made before me to inflict the costs of such a prosecution upon the ratepayers. I refused them, and shall probably continue to refuse them, upon grounds which appear to me conclusive, but with the statement of which I do not think it necessary to trouble you or the House of Commons." (Hear, hear.)

Sir C. LEGARD intimated that, on the earliest opportunity, he would call attention to the subject and move a resolution. (Cheers.)

##### EXETER MAGISTRATES.

In answer to a question by Sir E. WATKIN respecting appointments on the Commission of the Peace for Exeter,

Mr. CROSS read the following communication from the Lord Chancellor:

"The Lord Chancellor appointed the four gentlemen alluded to by Sir E. Watkin to be magistrates of the city of Exeter on the 26th Jan. last. Before appointing these gentlemen the Lord Chancellor satisfied himself that they were in all respects highly eligible for the office. They are all gentlemen of high standing, three of them having served the office of Mayor of Exeter, besides holding other public positions of responsibility in the city. It is true that Messrs. Buckingham and Follet are solicitors, but their business is not of a nature to oblige them to appear before the city Bench, and before appointing these gentlemen the Lord Chancellor obtained an assurance from both that neither of them, nor any member of their firm, would practise before the city magistrates so long as their names remained on the Commission of the Peace. There is no rule by which solicitors are excluded from the Bench in boroughs, but the Lord Chancellor's custom is not to appoint gentlemen of that profession if they are in the habit of practising before the Bench of the borough or city in which they carry on their business. It is not the practice, and it would be prejudicial to the public service, to lay on the table the papers connected with the information which the Lord Chancellor has to collect on the appointment of magistrates." (Cheers.)

#### SOLICITORS' JOURNAL.

WE draw the attention of the Council of the Incorporated Law Society to the following facts. The office of Queen's proctor, formerly filled by a solicitor (the late Mr. Hart Dyke), has lately been handed over to the barrister of the Treasury. The post of solicitor to the War Office has just been abolished, and a "legal secretary to the Secretary of State for War" is substituted. At present this is but a change in title, as the learned solicitor (Mr. Clode) still remains at the War Office; but in the event of his death (which we hope may be as distant as nature will allow) it will be far more easy to appoint a barrister "legal secretary" than "solicitor" to the War Office, looking at the recent commendable action of the Council

of the Incorporated Law Society on the subject, of conferring the offices of solicitors upon members of the Bar, notwithstanding the exclusiveness of the Bar in regard to the use of the Inns of Court, and their functions as advocates. But this is not all. We learn that the office of solicitor to the Admiralty is to be abolished, and that the duties are to be transferred to the Barrister of the Treasury. We hope that the latter report will turn out to be incorrect. If correct we have three public offices, which have been for at least half a century filled by solicitors, handed over to the Bar. It is time to protest against these acts of confiscation, and that loudly. What would the Bar say if the offices of Attorney-General and Solicitor-General were combined, and a solicitor appointed to fill the one office? We should never hear the end of it.

ABOUT the time that a certain M.P. (Sir E. Watkin) heard that two solicitors had recently been placed on the commission of the peace for the city of Exeter, we also heard of it. But it is painful to contemplate the very different views which we and the M.P. in question took of this proceeding on the part of the Lord Chancellor. We thought how fortunate it was that the Lord Chancellor should be so well advised as to appoint solicitors to the office of local magistrates. Better men cannot be found in the country to discharge the important duties of justices of the peace, for laymen are really not expected to have any opinion of their own on any legal question—the justices of Middlesex, to wit, in the Slade prosecution. Our experience is that local solicitors in such places as Exeter are frequently men of first-rate address and education, and mixing in the best society, men, in short, especially qualified to fill the office of local magistrate; and the present Lord Chancellor is no doubt of the same opinion, for he has so appointed very many country solicitors. But Sir E. Watkin evidently takes a different view. Tinkers and tailors may be appointed local magistrates, but—solicitors! What could the Lord Chancellor have been thinking about to appoint two solicitors magistrates for Exeter? says Sir Edward. Why, only fifty years ago solicitors were called "common attorneys." What, therefore, is the Lord Chancellor thinking about in making such appointments? The following occurred in the House of Commons on Tuesday last on this question. In reply to an inquiry by Sir Edward Watkin, as to whether two solicitors had been appointed magistrates for Exeter, and as to whether there was not "a rule" against such appointments, the Home Secretary read a letter from the Lord Chancellor on the subject, which stated in effect that Mr. Buckingham and Mr. Follet, two solicitors, had been appointed justices of the peace for the city of Exeter; but the Lord Chancellor before appointing them satisfied himself that their business did not require them to practise before the city bench, and they had given him an assurance that they would not do so, and that there was no "rule" against so appointing solicitors. We have no patience with such narrow and absurd views as those which influence men in Sir E. Watkin's position to ask such questions as the above. The larger the number of solicitors so appointed the better for the community at large, and the better will justice be administered in country districts. If solicitors were sought out for the special office of justice of the peace, we should read fewer pathetic articles in the *Daily Telegraph* about "Justices' justice," for solicitors are usually men of the world, neither influenced by sentiment on the one hand nor disregarding the weaknesses of human nature on the other. But who are the two solicitors appointed magistrates at Exeter with three other gentlemen, one at least of whom is a local merchant, no doubt fully deserving the honour conferred on him? One of the two solicitors in question has filled the office of Mayor of Exeter more than once, and as such chief magistrate has discharged the important functions of his office with marked ability. Mr. William Buckingham was admitted on the roll in Michaelmas Term 1840, and has never practised as an advocate; while Mr. Charles John Follett was admitted as recently as Easter Term 1864, having previously been a graduate of Oxford University for some years, and having while there taken his degree of Doctor of Civil Law. Both gentlemen are experienced conveyancers, and it is impossible to doubt but that Sir E. Watkin would not have troubled to ask the question he did in the House last Tuesday had he first taken the trouble to learn a little more about the especial qualifications of these two solicitors for promotion to the Bench. But we are happy to say that such appointments are not confined to borough magistrates, of whom hundreds throughout the country are solicitors. There are solicitors, especially in the South of England, who are county magistrates.

WE regret to have to announce the death of Thomas Starkie Shuttleworth, esq. for the county of Lancaster. T

man, who has held the office for a period of nearly fifty years, was admitted on the rolls of the superior courts as long back as Hilary Term, 1825. The office which the deceased gentleman filled was one of great importance and responsibility, and the able manner in which he discharged his onerous duties for so long a period of time, is an argument in favour of extending to solicitors those more important legal offices throughout the country, which of late years the Bar have by their influence secured exclusively for themselves. The position of solicitors in this respect, however, is not improving, the office of Queen's proctor, which has been filled by solicitors for the last eighty years and more, has lately been handed over to the Solicitor to Her Majesty's Treasury, who, as is well known, is a member of the Bar. We may mention that the late Mr. Shuttleworth is succeeded in his practice by his son and partner, Mr. T. M. Shuttleworth.

THE Council of the Incorporated Law Society has asserted itself in a very emphatic manner. It has petitioned Parliament in favour of the following alterations in the University Bills, which are now before the House of Commons. The Council asks that the term of residence necessary in order to obtain a degree should be reduced to two years, that the length of the vacation should be shortened, or, in the alternative, that undergraduates who propose to take their degree in two years should be allowed to remain at college during a portion of the time at present assigned to vacations. These proposals are of a permissive rather than of a compulsory character, and we trust that they will receive the support of lawyers in the House. Legislators must look not less to the future than the present, and who can doubt the immense advantage which an university education would be to every solicitor. We unhesitatingly affirm that the functions of a solicitor are of such a character that no general education is too good for him. An university education is not everything to a man, but it is a great helpmate to the majority of men. So far as the Council of the Incorporated Law Society is concerned the proposals are strictly conservative, and in this sense should command the support of one side at all events of the Lower House. We venture to congratulate the council of the chief society of solicitors upon their action in this matter. It is one step in the direction of leaving the Inns of Court "out in the cold."

WE find that during 1876 there were only three prosecutions against unqualified persons under the Solicitors' Acts and the Stamp Act, as against twenty-seven successful prosecutions by Medical Practitioners' Societies under the Medical Act. *Verbum sat sapienti*. If solicitors will take the trouble to do as the medical men do, they will quickly rid themselves and their clients of a class of persons who delight to trade on professional usage and privileges, to the injury and discredit of the Profession. What is wanted is a little less noise and a little more action.

THERE is one clause in the Justices' Clerks Bill now passing through its several stages which is so objectionable that we should think the Incorporated Law Society will feel it necessary to move in the matter before it is too late. This clause (No. 5) is as follows:—"5. Every clerk appointed after the passing of this Act to be a salaried clerk of a petty sessional divisional, or to be clerk to the justices of a borough, shall either—(1) Be a solicitor to the Supreme Court of Judicature; or (2) Have served for not less than seven years as a clerk to a police or stipendiary magistrate, or to a metropolitan police court; or (3) Have served for not less than seven years as, or as assistant to, either a clerk of a petty sessional divisional, or a clerk to the justices of a borough, or (in the case of service before the passing of this Act) a clerk of special or petty sessions, or a clerk of a justice or justices of the peace." Surely every magistrate's clerk should be a solicitor or barrister. One thing is perfectly clear, however, that if the Government feels that a solicitor's clerk, who has acted for seven years as clerk to a magistrate's clerk, is thereby qualified to act as magistrate's clerk, it follows that they consider that a solicitor who has practised as an advocate for seven years is qualified to act as an advocate in the High Court of Justice.

WE have received from a solicitor practising in Wales an agreement for a lease bearing a lease stamp, and prepared by a land and estate agent, who charged two guineas for preparing it. Some of the provisions in this document we cannot make head or tail of, nor would anyone else be able to do so we are sure; it is, however, a lengthy document, it operates to lease extensive premises for ten years at a rental of £45 a year. The tenant, as is formed, objects to the landlord's condition of the clauses, and the landlord

is disposed to turn round upon the land and estate agent, on the ground that he has not shown proper skill in preparing the agreement. We are asked if this agent is liable under any of the solicitors' Acts. There can be no doubt that he is not so. Nothing can be plainer than the terms of the second proviso to section 60 of the last Stamp Act (1870), the term "instrument" is not to include "agreement under hand only." The former Stamp Act required agreements for a lease for a term not exceeding seven years to bear a lease stamp, and by the present Act (sect. 96) an agreement for a lease for any term not exceeding 35 years (no limit as to rent) is to be charged with the same duty as a lease. What is the effect of this? Why, that the revenue being protected so far, solicitors need not expect any protection from the Commissioners of Inland Revenue on this head. This provision operates as a direct premium upon accountants and agents preparing agreements for leases instead of solicitors being employed to prepare leases. There is, of course, this much to be said, that the mere fact of affixing a lease stamp to an agreement under hand does not make it a lease. Moreover a lease for a period exceeding three years must be by deed under seal. When, therefore, a landlord wishes to have all the advantages of a lease, when the tenancy is to extend over three years, a deed is necessary, and in the very case before us it is perfectly clear that had a deed been prepared the landlord would have been in a much better position than he is. The case of *Hand v. Hall*, referred to in our issue of the 24th ultimo, page 290, deserves attention in connection with this subject.

A SOLICITOR, in sending us the subjoined advertisement, which has regularly appeared in the *Accrington Times* says, "I shall be glad if you can advise me as to the best course to pursue in order to suppress it for the future." Here is the advertisement inviting people to get their legal work done at about half the usual costs:

JOHN BOOTHMAN, 8, Water-street, Accrington, begs to announce to tradesmen and others that he is prepared to Purchase or Collect Debts, to advance money on all kinds of Property, or on Household Furniture, or to purchase the same, giving nearly full value. Letters of Administration taken out, Wills made and proved, Apprenticeship Indentures made, and Agreements of all kinds prepared at about half the usual costs.

There ought to be some means of stopping such an advertisement, because the advertiser offers for fee and reward to do, at half the cost, work which only barristers and solicitors are permitted to undertake for fee and reward. There is not, however, any remedy unless and until it can be shown that the advertiser has done such work for fee and reward, and even then the machinery to be set in motion is of a very cumbrous character. For three consecutive sessions the Legal Practitioners' Society has striven without success to simplify the necessary procedure.

In another column we publish the annual report of the Manchester Incorporated Law Association for 1876, together with a short report of the meeting of this important country law society at which such report was adopted. Unusual pressure on our space prevented it appearing before. It will be seen that the report consists for the most part of a short review of the legislation of 1876, so far as it especially interests the legal Profession. There are, however, one or two other subjects considered in the report which deserve the attention of solicitors. We observe that the efforts of the Legal Practitioners' Society in procuring the passing of 39 & 40 Vict. c. 66 (not a very imposing Act of Parliament we are bound to say) seem to have been overlooked by the Manchester society, except that the report states, "The Incorporated Law Society are making efforts to procure the extension of this right (the right of solicitors to appear as proctors in the provincial courts) in the Diocesan Court of the Bishop of London." If the chief law society is not to be called on to make "greater efforts" than are necessary to procure this sequel to the Act of last session, we can only say that the members of its governing body will not be able to include over-work among the drawbacks to the responsibilities of office. This extension of the previous Act is already provided for in the Legal Practitioners' Bill of the present session, and will pass into law as a matter of course. The reference in the report to the office of the Manchester District Registrar of the High Court of Justice, calls for comment. The Profession will remember that when Mr. Edward Worthington, the former registrar, died, Mr. Walker, the registrar of the Southampton District Registry, was appointed to succeed him. This appointment, probably, took the Manchester society by surprise, and not without reason. The appointment (which we believe to be a thoroughly good one), was due in the main to the fact that the Lord Chancellor is of opinion that under sect. 60 of the Judicature Act 1873,

the only persons eligible for the office of district registrar of the High Court, are County Court registrars, or registrars or prothonotaries of local courts, and we ought to add that in Mr. Walker's case the condition has been imposed upon him of giving up all private practice. We may therefore expect in future to see a system of promotion among County Court registrars pursued; and further, that the office of registrar of an important district registry will usually be conferred on a registrar of a County Court which constitutes one of the district registries of the High Court. County Court registrars will therefore in future have a chance of promotion before them—one of the incentives from which solicitors are, as a rule, entirely debarred. The danger is that some succeeding Lord Chancellor may take a different view of the meaning of sect. 60 of the Act of 1873, and that these appointments will be conferred on members of the Bar. Such a proposal must always be quickly and resolutely disavowed by solicitors. The Manchester solicitors (those who belong to the society that is) have expressed a very decided opinion against Lord Redesdale's views in regard to Parliamentary agency, which, however, will be yet adopted by the House of Commons unless solicitors bestir themselves a good deal more than they have done at present.

#### CENTRAL CRIMINAL COURT.

Tuesday, March 6.

(Before Mr. Commissioner KERR.)

JOSEPH JOHN ALLY JONES, a solicitor, was indicted for obtaining £2486 from Mrs. Sophia Frampton, with intent to defraud.

*Wills, Q.C. and E. E. Cole, prosecuted.*

*Besley and Grain defended.*

From the opening statement of counsel it appeared that between 1874 and 1876 the defendant induced the prosecutrix, a widow lady, of Regent-street, to enter into a co-partnership with himself and his father in a scheme for the purchase of the Basingstoke Canal for £12,000, of which she was to find £5000, and did sign a bill of exchange for that amount, which she gave him in fulfilment of her share of the agreement. The defendant's father was to contribute a similar amount, and the defendant himself £2000. Subsequently he got from the prosecutrix a blank piece of paper which she had signed, and which, later, when she insisted upon his returning it, she found to be a bill of exchange, and to have been filled in for £5000. In addition she had given him a bill of exchange for £2500, and an amount of £237, besides various sums for the repair of the canal. At this time he had entered into a contract to purchase the canal for £5000, but this contract was annulled, and it was not until the several items of money mentioned had been obtained that a second contract was entered into, whereby he arranged to fulfil the agreement, £4026 being substituted for the larger amount. Of the latter sum £210 only was paid, and this was contributed by the prosecutrix. They then found him taking the conveyance to his brother-in-law in November 1875, and in the following May he was a party to procuring an advance of £7000 upon the estate, and up to the present time the difference between the £210 paid, and the £4026 he had agreed to pay, had not been received by the vendor. Large sums were also obtained from the prosecutrix, as he said, to protect her interests in the canal and for other purposes, and eventually he induced her to become security for the repayment of a loan of £2000, so that now she had been compelled to seek refuge from her liabilities in the Bankruptcy Court.

Mrs. Frampton deposed generally to these facts, stating that she became acquainted with the defendant in 1866, and between that date and 1874 she advanced him several sums of money upon bills of exchange.

Cross-examined.—The defendant paid her 10 per cent. upon her advances. She considered this but an ordinary amount of interest. It was not true that the defendant represented the undertaking as a speculation or good opportunity of realising money.

A number of witnesses were examined, and it was proved that when the defendant's brother-in-law obtained an advance of £7000 upon the property, he made an affidavit that he was sole owner, and that it was unencumbered.

*Besley*, who called no witnesses for the defence, contended that the purchase of the canal was a mere speculation, and that the prosecutrix knew well the extreme risk she was incurring when she entered into partnership with the prisoner. Had his plan of forming a company been followed out a large profit would have resulted.

The jury convicted the prisoner, and

Mr. Commissioner KERR said that, considering the confidential position he (prisoner) occupied as the adviser of the prosecutrix, he could not pass a less sentence than five years' penal servitude.

at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

THE number of candidates examined at the Final Examination last January was 192. Of these, 143 passed and forty-nine were postponed.

#### EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

JANUARY 1877.—FINAL EXAMINATION.

AT the examination of candidates for admission on the roll of solicitors of the Supreme Court, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:

1. Ernest Frederick McKewan, who served his clerkship to Messrs. Stevens, Wilkinson, and Harries, of London.

2. Frederick Stone, who served his clerkship to Mr. Alfred Taylor, of Sheffield.

3. Robert Newton Rhodes, who served his clerkship to Messrs. Gill and Hall, of Wakefield.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:

To Mr. McKewan, the prize of the Honourable Society of Clifford's Inn.

To Mr. Stone, the prize of the Honourable Society of Clement's Inn.

To Mr. Rhodes, prize of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:

Arthur Mainley Cope, who served his clerkship to Mr. John Alexander Mainley Cope, of London.

Edmund Dean, LL.B., who served his clerkship to Messrs. Walker, Twyford, Belward, and Whitfield, of London.

Robert Philipps Edyvean, who served his clerkship to Messrs. Commins and Sons, of Bodmin, Cornwall, and Messrs. Cooke, Kingdon, and Cotton, of London.

Charles Frederic Freeman, who served his clerkship to Messrs. Ellison and Burrows, of Cambridge.

Willie Sheldrake, who served his clerkship to Messrs. Steward and Rouse, of Ipswich, and Messrs. Rhodes and Son, of London.

John Allen Slater, B.A., who served his clerkship to Messrs. Learoyd, Learoyd, and Morrison, of Huddersfield and London.

Francis Stanton, who served his clerkship to Mr. John Cutts, of Chesterfield.

John Law Worthington, who served his clerkship to Mr. John Henry Bullock, of Manchester.

#### LAW STUDENTS' DEBATING SOCIETY.

LAST Tuesday, being the first meeting in the month of this society, motions were first disposed of, Mr. Rouse presiding. The question for the evening's debate was, "Can a married woman in all cases maintain an action in her own name for breach of contract, or for a tort in reference to her separate trade?" Mr. Reade opened the discussion for the affirmative, and Mr. Barber replied. After a short debate the question was decided in the affirmative.

Mr. Nicholls is appointed to open the debate next Tuesday evening on the question "Is the present condition of the English drama satisfactory?"

#### LIVERPOOL LAW STUDENTS' ASSOCIATION.

The fifth meeting this session was held on Monday, the 5th inst., at the Law Library, Cook-street, C. A. M. Lightboud, Esq., in the chair. The following was the subject for discussion: "Does the decision of the Queen's Bench Division in *Metcalf v. Britannia Ironworks Company* (35 L. T. Rep. N. S. 796) with respect to the plaintiff's claim for freight *pro rata itineris* express the true state of the law upon the subject?"

Mr. Hull argued in the affirmative, and Mr. Melhuish in the negative, after which a discussion ensued. Mr. Hull having replied, the question was put to the meeting by the chairman, and decided in favour of the affirmative by two votes. There were twenty-three members present.

#### NOTTINGHAM LAW STUDENTS' SOCIETY.

AN ordinary meeting of this society was held on Friday evening, 2nd March, in the grand jury room, Town Hall, S. G. Warner, Esq., in the chair. The

question for discussion was one arising out of the following circumstances: "A. leases to B. for years. The lease contains a covenant that B. shall not assign without the licence of A. B. afterwards, without the licence of A., bequeaths the term by his will and dies." The question itself was, "That such a bequest is a forfeiture of the lease." Mr. S. G. Gilbert introduced the discussion, and was opposed by Mr. J. Woodhouse. The affirmative was supported by Messrs. Hodgson, Blake, C. L. Rothera, Woodward, Lake, and Barber, and the negative by Messrs. Buckby and A. J. Stevenson. Most of the members who spoke expressed their surprise that there should be no recently decided cases upon a point which must so very frequently arise in practice, and which is nevertheless uncertain. The chairman summed up, and the question, on being put to the vote, was decided in the negative by five votes to three. Several members abstained from voting. There were thirteen members present at the meeting.

#### SOUTHAMPTON LAW DEBATING SOCIETY.

A MEETING of this society was held at No. 6, Portland-street, on Thursday evening, 1st March, Mr. H. D. M. Page, solicitor, being in the chair. Mr. J. Daw, the registrar of the County Court, was elected an honorary member, and Mr. W. P. Pain an ordinary member. The question for debate was as follows: "If a tenant from year to year be actually on the premises at the time of the entry of the landlord on the expiration of a correct notice to quit, would the landlord be justified in assaulting and forcibly expelling him in order to regain possession of the premises?" Mr. A. W. Pearce opened in the affirmative, and was replied to by Mr. Lamport. Mr. Moseley also spoke in support of the negative. Mr. Pearce replied, and the chairman summed up, when, on the question being put to the vote, it was decided in the affirmative by a majority of one. Votes of thanks to Mr. Pearce and to the chairman closed the meeting.

#### UNITED LAW STUDENTS' SOCIETY.

AT the weekly meeting of this society, held at Clement's-inn Hall, Strand, on Wednesday, the 7th inst., the evening was occupied with various points of business. Among other things a committee was appointed to make the necessary arrangements for the "Davis prize" competition. Messrs. Henry T. Young, Grinham, Keen, and Benjamin G. Lake were elected vice-presidents of the society. We omitted to mention in our report of last week that the Leeds and the Newport Law Students' Societies were proposed to be added to the list of societies in union.

#### WOLVERHAMPTON LAW STUDENTS' SOCIETY.

AT a meeting of this society held on Thursday, the 1st inst., C. B. Smith, Esq., in the chair, the following question was discussed: "A. is the owner of the leasehold interest in a house, and by a codicil to his will, after reciting the lease under which he holds, bequeaths the house and all his estate and interest therein unto and to the use of B. for all the residue of the said term of eighty years. A. subsequently purchases the freehold interest, and dies without having altered his will or codicil. Does B. take the freehold?" Mr. Clayton opened the debate in the affirmative, and was supported by Mr. Cresswell. Mr. Howe replied for the negative, and was supported by Messrs. Hall and A. B. Smith. The decision was in favour of the affirmative by the casting vote of the chairman. A vote of thanks to the chairman terminated the proceedings.

#### Queries.

FINAL EXAMINATION.—Will you inform me if you intend to publish the questions of the final examination, held in January last? I think you have always hitherto done so. E. H.

[Yes.—Ed.]  
SHORTHAND.—Will you inform me which is the best system of shorthand, and the best book on the subject? J. WALTER W. MATHEW.

[Many prefer Pitman's system, but there are others equally useful.—Ed.]

INTERMEDIATE.—I was articled on the 2nd Dec., 1875, for five years. What is the earliest date I can go in for my intermediate? J. L.

[June, 1878.—Ed.]  
I was articled on Jan. 7, 1875, for five years. What is the earliest date I can present myself for the intermediate examination? ARTHUR O. DUKE.

[8th Nov. next.—Ed.]  
FINAL EXAMINATION.—I was articled on the 18th April, 1873, for five years. What is the earliest time I can present myself for final examination? J. K. ARMSTRONG.

EXAMINATIONS.—Would you kindly say the earliest times I can present myself for examination: (1) For the intermediate; (2) For the final? I was articled 17th Dec., 1874, for five years. G. H. L.

[(1) Next June. (2) November, 1879.—Ed.]

#### COUNTY COURTS.

##### HEXHAM COUNTY COURT.

Jan. 12 and 13.

(Before T. BRADSHAW, Esq., Judge.)

RIDLEY v. HERDMAN.

*Tithe rentcharge—Action to recover—Outgoing and incoming tenant.*

THIS action was brought brought by the plaintiff, Christopher Ridley, farmer, of Marley Coat Walls Farm, in the parish of Slaley, against the defendant, Robert Herdman, farmer, Fern Hill, near Hexham, for the recovery of the sum of £20 17s. 3d., the amount of tithe rentcharge upon the Marley Coat Walls Farm, late in the occupation of the defendant, and due from him on the 1st Jan. 1876, to the Rev. Thomas Witham, and paid by plaintiff, the present occupier of the farm, on the 27th Oct. 1876, under ten days' notice from the said Rev. Thomas Witham, and to avoid proceedings for the recovery thereof, under the Tithe Commutation Acts.

Stevenson, barrister, instructed by S. J. Dak, solicitor, North Shields, appeared for plaintiff, and Wilfred Gibson, of the firm of Messrs. R. and W. Gibson, solicitors, Hexham, represented the defendant.

Stevenson, in his opening remarks, said the question which arose in this case was, whether the outgoing or the incoming tenant was liable to pay the tithe commutation rentcharge which became due next after the expiration of the tenancy. Although defendant's lease terminated on the 13th May 1875, yet this tithe rentcharge, becoming due on the first January following the expiration of his tenancy, was a charge which, by the custom of the country, the defendant was legally and equitably bound to pay. The defendant got the whole of the produce of the year, and had it not been for the commutation rentcharge the lay rector of the parish would have been entitled to collect from him tithes upon the whole of his crops. Tithes were originally due upon all crops, but they were subsequently commuted to corn tithes. The outgoing tenant got the away-going crop, and occupied the barn and stackyard until the 1st Jan., and upon that away-going crop he would be liable to pay the rector the amount of his tithe. It was agreed that this tithe had to be paid at the beginning of each year; of course that was on account of the past year's crop, and the custom was that the outgoing tenant paid the tithe commutation rentcharge. In the present instance the defendant, who is the outgoing tenant, had failed to pay his tithe according to custom, and the plaintiff, in order to avoid proceedings, had paid it to the rector on demand, and instituted this suit for its recovery from the defendant.

Joseph Snowball, of Seaton Burn House, commissioner to His Grace the Duke of Northumberland, said that the Rev. Thomas Witham was the tithe rentcharge owner in the parish of Slaley. The plaintiff, as incoming tenant, paid to his son, now agent to the Rev. Thomas Witham, in accordance with a formal demand made upon him, under ten days' notice, the sum of £20 17s. 3d., the amount of tithe rentcharge due upon the Marley Coat Walls Farm, of which he was then the occupier. Mr. Snowball stated that formerly he was agent for the Rev. T. Witham, and received the tithe rentcharge in the parish of Slaley. The Tithe Commutation Act came into force in 1836, and the tithes in the parish of Slaley were commuted in 1849. It was the custom that whoever was entitled to the away-going crop should pay the tithe due in respect of that crop on the following January succeeding his tenancy, except so far as the small tithes for lamb, wool, &c., were concerned. Mr. Snowball further stated, in respect to the custom of the country, as had been adopted by himself and other agents, as a tenant entered so he should quit; that was to say, if a tenant entered, as the defendant did, on the 13th May, 1863, his predecessor, the previous tenant, having paid the tithe rentcharge, due January, 1864, upon his away-going crop, £1 4s. having been allowed for the small tithe, and his tenancy terminated on the 13th May, 1875, he would have paid twelve years' rent to his landlord, and only eleven years' tithe rentcharge, clearly showing that he was liable as outgoing tenant to pay the tithe rentcharge, due January, 1876, for his away-going crop.

Gibson.—But suppose, by agreement with the landlord, the farm is laid down into grass by the outgoing tenant, and the incoming tenant gets the benefit of this grass crop, don't you think it fair that the person who gets the benefit of the crop should pay the tithe upon it?

Snowball.—This would not alter the tenant's liability to pay the corn tithe, it is an element in the rent between landlord and tenant. It seems quite clear to me (and in this I am borne out by the 4th section of the Act to improve the laws of landlord and tenant, dated 24th July 1851), if a tenant rents a farm for twelve years



The boy re-called, said he did not remember what money he gave or what change he received.

Mrs. Carwardine also could not tell, and said that the boy always paid for parcels out of his own money and then she repaid him.

Witness.—For the carriage of a parcel of the value of £25 the insurance is only 3d. in addition to the carriage; the ordinary price of Mrs. Carwardine's parcel was 6d., but it was charged 9d. because it was frail or fragile, and it would have been 1s. if it had been insured.

The witness observed that they were liable for goods under £10; according to the Railway Clearing House the company could refuse to send fragile parcels if the 50 per cent. over the carriage for frail parcels was not paid; many had been refused.

His HONOUR said he did not know before that a parcel of the value of £25 could be insured for the small sum of 3d.

Andrews said the boy had sworn that he had declared the value of the parcel, and the Act quoted in Godfrey was that if "the value or nature" was declared that the carriers were liable.

Matthews believed that the Act said "value and nature."

Thomas Potts recalled by his Honour.—I told Matthews that the parcel was worth £25; I did not tell him what it contained, as I did not know.

Mrs. Carwardine, in answer to his Honour, said she did not tell the boy what the parcel contained.

Matthews said that allowing that the value was declared, the nature was not; and he observed that in a case he was engaged in some days ago before Judge Whitbread when a lot of plate glass was sent by the company, in which it was admitted that the nature of the articles sent was declared but not the value, Judge Whitbread gave judgment for the company. In this case it was simply reversed, the value being declared but not the nature.

Andrews said that as quoted in Godfrey it was "or," and he handed the books to his Honour.

Some discussion arising as to what really was the right word in the Act, the statute was sent for, and his Honour observed that if the words as they were in his book, "and," he should not hold the company responsible. The statute being brought and perused, it was found that the words in the Act were "nature and value."

His HONOUR remarked that the section in the book handed to him by Mr. Andrews seemed to be very much abridged, and the word "or" had either been written in mistake or misprinted for "and." It had been made a hash of.

Evan Davies, the parcel porter at the station, who had been sent for at the request of his Honour, appeared, and said that he did not remember the parcel in question, and heard of it but a week after by a bother about it. Matthews did not give him the parcel; witness took the parcel out of a small box.

Andrews now contended that it was not necessary to declare the nature of the parcel, as the value declared must be the nature of the things contained in it.

His HONOUR, in delivering judgment, observed that relief was forced upon him by the words contained in the Act of Parliament, which said that the "nature and value" must be declared, and not only in this case did the boy say that the nature of the parcel was not declared, but Mrs. Carwardine said she did not tell him, therefore he could not do so. His Honour then said he had no alternative but to give judgment for the defendants. It was an unfortunate case for the plaintiff, seeming to be due to defective memory somewhere, and although he had seen many similar cases, he fully sympathised with her, and did not think the defendants would ask for costs.

Matthews: Certainly not.

In reply to Andrews,

His HONOUR said that his decision was entirely based upon the section of the Act of Parliament.

#### WANDSWORTH COUNTY COURT.

Tuesday, Feb. 13.

(Before H. J. STONOR, Esq., Judge.)

ANDRE V. COX.

Garnishee summons.

H. C. Weld (Dixon, Weld, and Co.) appeared for Mr. André, house agent, of Richmond.

Lyon appeared for Ambrose Haynes, solicitor, of Wandsworth.

It appeared that some time ago Mr. Cox, auctioneer, of Richmond, entered an action against Mr. André for malicious prosecution, but failed to substantiate his case, and had a verdict given against him with costs. Mr. Haynes was the solicitor for Mr. Cox in this action, and consequently also had a bill for costs against that gentleman. On the 20th Jan. Mr. Cox, in order to secure these costs to Mr. Haynes executed a deed of assignment to him of a chose in action, viz., a claim of £226 which he was then prosecu-

ting in the Court of Exchequer against Mr. Hoskings, a builder of Richmond. On the 26th January a verdict in the Exchequer was given for Mr. Cox for £25. On the following day Mr. André was informed of the deed of assignment, and immediately garnished the defendant for the amount of his costs. Certain money had been paid into court, and Mr. Lyon now applied for that money to be paid to his client.

Mr. Ambrose Haynes was examined, and stated that he was solicitor for Mr. Cox in his action against Mr. André, but not in his action against Mr. Hoskings. Witness, in March last, took his two sons into partnership with him. His son Charles was acting for Mr. Cox in the suit of Cox v. Hoskings, commenced before the partnership. Witness had nothing to do with it, nor was it part of the partnership business.

Weld contended that the deed of assignment was invalid, as, though the action Cox v. Hoskings, was commenced by Mr. Charles Haynes, before the partnership, it was carried on by the partnership afterwards.

His HONOUR thought that was not the case. It was well-known that a partner could conduct business by himself, or in conjunction with his partner.

Weld then prayed that the deed should be set aside as fraudulent as against Mr. André, the attaching creditor, on the following grounds: First, that no notice of it had been given of it to his client for seven days; secondly, that the deed was a secret one; thirdly, that it was made *pendente lite*; fourthly, that it was made with a view to defeat a creditor; and, fifthly, that Mr. Haynes was solicitor for Mr. Cox in the action.

His HONOUR ruled that the deed was not fraudulent, and ordered the money to be paid to the applicant in a fortnight.

His HONOUR took a note of Mr. Weld's objections, at that gentleman's request, as he expressed an intention of appealing against the decision.

## BANKRUPTCY LAW.

### LIVERPOOL COUNTY COURT.

(Before J. F. COLLIER, Esq., Judge.)

Re BLACKBURN and PAWSON.

Bankruptcy—Practice—Trustee—Removal—Duty of—Right of new trustee—Rule 126.

THESE bankrupts carried on business as brewers in Mason-street, Liverpool, previously to and until the autumn of 1870, when, being pressed by several of their creditors, they placed their books into the hands of Mr. Peter Vine, accountant, of this town, in order to ascertain how they stood. As appears from affidavits, Mr. Vine, after auditing the books, informed the bankrupts that they were in a position to pay 25s. in the pound, but advised them to file a petition under the provisions of the Bankruptcy Act 1869, and thus obtain time to meet their engagements. They accordingly did so, and under such proceedings Mr. Vine was appointed receiver. Shortly afterwards the bankrupts were advised to file a declaration of their insolvency, and a petition in bankruptcy was filed against them, upon which they were adjudicated bankrupts, and Mr. Vine was again appointed receiver, and afterwards, at the first meeting of creditors, was appointed trustee. In the statement of affairs prepared by him the assets were estimated to produce £1432 0s. 6d. The business was carried on under the management of Mr. Vine until about June, 1871, and, as appeared by affidavits, had been worked at an estimated profit of £500. Notwithstanding the fact that the trustee had converted all the available assets into money, no dividend whatever had been paid, and Mr. Vine, according to his estate book, made it appear that the estate was indebted to him in about £150. Several of the creditors being dissatisfied, an application was made to the court, in Jan. 1876, for an order directing a general meeting of the creditors to be summoned to ascertain their wishes. The meeting was accordingly held before the registrar in Feb. 1876, when resolutions were duly passed by the statutory majority removing Mr. Vine from the trusteeship, and appointing Mr. Henry Bolland, of Liverpool, accountant, in his place. By rule 126, when a trustee is removed he is required to render an account in writing, to be filed with the proceedings, showing what he did while trustee, and also to account for all property of the bankrupts; and by rule 240 he is also required to deliver over all books, documents, papers, and accounts in his possession in any way relating to his office of trustee. Various applications were made by and on behalf of Mr. Bolland to Mr. Vine, requesting him to comply with the above rules. Mr. Vine had handed to Mr. Bolland various books and papers, together with his estate-book and a brief report, but had declined to render the required account, and also to hand over certain vouchers. In consequence of these defaults, on the 12th May, 1876, Mr. William Lowe,

solicitor, applied to the court on behalf of Mr. Bolland, the trustee, in support of a motion to compel compliance with the said rules. Potter, barrister, instructed by Etty, represented Mr. Vine in opposition, and contended that as the estate book showed the transactions it was not necessary or incumbent upon the late trustee to furnish any other account, and that Mr. Vine had only retained certain vouchers showing payments by him which, the learned counsel contended, Mr. Vine was entitled to retain for his own protection. After hearing Lowe at some length, the learned judge stated that he was prepared to make the order, but, at the suggestion of Lowe, the motion was adjourned in order to afford Mr. Vine an opportunity of doing what was required. Ultimately, on the 11th August last, Mr. Vine being still in default, the learned judge made an order in the terms of the motion, and directed that Mr. Vine should pay the costs incidental thereto. On the 27th Jan. last, a general meeting of the creditors was held at the offices of Mr. Bolland, when a resolution was duly passed that the bankruptcy and the failure to pay 10s. in the pound, had, in their opinion, arisen from circumstances for which the bankrupts could not be justly held responsible, and that they desired that an order of discharge should be granted to them.

The matter came before the court to-day, when William Lowe, on behalf of the bankrupts, applied for an order for their discharge, which was at once granted.

### COURT OF BANKRUPTCY.

Tuesday, March 6.

(Before Mr. Registrar MURRAY.)

Re HIGGS.

Proof—Interest—Accrued since adjudication.

THE bankrupt, who was a cashier in the employment of the Great Central Gas Company, absconded some years since. The case was now brought before the court upon an application by the assignees to reduce a proof made against the estate by Mr. E. C. Nicholson, a gentleman residing at Herne Hill, by disallowing all charges for interest since the date of the bankruptcy; and the question involved was one of considerable importance to creditors holding security on the property of persons who become bankrupt.

Lucas and Douglas Kingsford appeared for the assignees.

Dauney for Mr. Nicholson.

The facts were briefly these: In Dec. 1868, the bankrupt mortgaged certain premises at Teddington to Mr. Nicholson, for the sum of £8000, subject to a proviso for redemption upon payment of that amount on the 13th Dec. 1871, with interest in the meantime at the rate of 5 per cent. Default having been made in payment of the principal money and interest, Mr. Nicholson, in pursuance of a power contained in the deed, proceeded to sell the property. He afterwards claimed to prove against the estate of Higgs (who had in the interval become a bankrupt), in respect of a deficiency of £1879 12s. 9d., being the balance of the sum of £8000, and interest accruing before and after the bankruptcy; and the question arose whether the mortgage was entitled to interest on the deficiency upon its security up to the time when the accounts were taken. On behalf of the assignees it was urged that the mortgagee was not entitled to interest accruing after the date of the bankruptcy.

Mr. Registrar MURRAY, in giving judgment, said in the case of *Re Savin* (L. Rep. 7 Ch. App. 760), it was held that the rule in reference to the allowance of interest applied to secured as well as to unsecured creditors, and that a mortgage was not entitled to take into account interest subsequent to the bankruptcy. The same principle had been laid down by Lord Eldon in *Re parte Badger* (4 Ves. 165); and, although in the Court of Bankruptcy, a contrary practice had prevailed in regard to mortgagees' accounts, he thought, having regard to the authorities, that he was bound to disallow interest subsequent to the adjudication.

### JUDICIAL STATISTICS (1875).

#### COURT OF BANKRUPTCY.

(Continued from p. 290.)

The following is taken from the report of the Comptroller for the year ending 31st Dec. 1875:

"As compared with 1874, the number of cases administered under the several provisions of the Act shows a decrease of 30, made up as follows:

"Decrease in number of resolutions for liquidation by arrangement registered	207
"Increase in number of adjudications of bankruptcy	35
"Increase in number of resolutions for compositions with creditors registered	148

— 177

Net decrease ..... 30

creditable, offering as they do law at half price, or "no cure no pay." Summonses are issued by hundreds to my knowledge in one society which I have in my mind, and which its solicitors have nothing to do with, nor do they generally have anything to do with them unless defended or unless default summonses are issued under sect. 1 of the recent County Court, when of course every practitioner knows why the particulars are signed by the solicitor. It is surprising me that solicitors will countenance unlicensed practitioners. It is grossly wrong to take societies and agents by the hand in County Court actions. Of course personal and selfish profit is at the root of it. The agents are the clients of the advocates and not the parties to the action. Every honourable member of the Profession who had true regard for his fellow members would and should scorn associations with unqualified practitioners, and it is a surprising thing to me that County Court Judges and advocates generally do not stand more upon their dignity. Well, Sir, it has occurred to me that if this new Bill when passed into law is to extend the powers of the vultures it requires the most serious consideration of the Profession. I think it is quite time a penal provision was made in plain terms enacting that no County Court action shall be commenced, nor any proceeding taken thereunder except by the plaintiff in person or his solicitor on his behalf. Where is the consistency of compelling gentlemen to qualify themselves for a position and to perform certain duties by passing those examinations at an enormous expense and tremendous wear and tear of mind, and paying for an annual certificate when the performance of those same duties can be assumed and undertaken by unqualified men, and without any fear of breach of etiquette by canvassing for employment by underrating lawyers and making any bargain they may think fit, without fear of being brought before the judges or struck off the rolls. Do not let it be supposed, Sir, that I undervalue the strict vigilance which is kept over the Profession, I admire it, but I complain that our interests are not sufficiently protected. I ask, Sir, why cannot this illegal traffic be put down? Why do not the Profession and in particular the Law Societies take up the matter, and say we will have it enacted that our annual licences which are enforced upon us shall be protected and respected equally with that of an auctioneer? Let every Law Society petition Parliament in support of a protective enactment in this Bill against invaders. FAIRPLAY. Leicester.

**FINAL EXAMINATION AT LAW INSTITUTION.**—Will you allow me to suggest that the Law Society or the Legal Practitioners' Society should ask some member of the Legislature to move that there should be added to the Bill for providing a new chancery judge a clause to the effect "that no master of the High Court of Justice shall hereafter be appointed or act as an examiner of articulated clerks to solicitors." This would be an easy way of getting rid of a great grievance. What will the new judge be styled? Baron, justice, and vice-chancellor appear to be abolished by the 5th section of the Judicature Act, which styles persons to be appointed "judges." March 5th. H. W. R.

## NOTES AND QUERIES.

Notes are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### QUERIES.

129. NOISY NEIGHBOUR.—A. keeps a large and ferocious dog; B., an invalid, somewhat nervous and crochety, who lives in an adjoining house, is constantly disturbed and kept awake by his loud barking and unseemly noises. Can an injunction be applied for under the circumstances?

—Can any of your readers tell me whether, in their experience, an action has ever been successfully maintained, either in a County Court or otherwise, to recover damages or obtain an injunction by reason of the annoyance caused by the barking of a dog?

A SUBSCRIBER.

130. MIDDLESEX REGISTRY.—A. dies, leaving a will whereby he devises lands in Middlesex to trustees, one of whom executes a deed of disclaimer, disclaiming the trusts of the will. Does such a deed require to be registered in Middlesex under the 7th Anne, c. 20, as a deed "of or concerning, and whereby any . . . lands, tenements, or hereditaments in the said county [of Middlesex] may be any way affected in law or equity"? S. W. C.

131. COSTS.—I should be glad to be informed what is the proper scale of charges by an agent for service of writ, and whether any distinction is made when the amount does not exceed £20. GEO. J. F.

[10s. A writ under £20 does not carry costs, but the agent would charge the same.—ED.]

132. ACTS OF PARLIAMENT.—Where can I get copies of these, and is there a uniform charge, or does it vary according to the length? GEO. J. F.

[Acts to be obtained at W. Spottiswoode and Co., Queen's Priory, Harding-street. They charge so much a

133. ILLEGITIMATE CHILD—GUARDIANSHIP OF.—A woman who has had an illegitimate child by A. afterwards marries B. (1) Has B. any right of guardianship over his wife's illegitimate child? (2) Is not the right to custody of an illegitimate child vested in its mother, during minority, unless abrogated by the Chancery Division. J.

### ANSWERS.

(Q. 109.)—TESTACY AND INTESTACY.—PERSONAL ESTATE.—If "A. dies, having, by will, bequeathed certain property to B., but leaving other property, as to which his will is silent," it tends to reason that the gift to A. is a specific legacy, and that the debts must be paid out of the residue if it be large enough. F. C. P.

(Q. 113.)—SUCCESSION AND RESIDUARY ACCOUNTS, AND OBTAINING PROBATE.—I have great pleasure in recommending to "Lex," who asks for a book on the above subjects, "Philpott's Practical Advice to Testators and Executors," third edition, price 3s. 6d., published by Hamilton, Adams, and Co., 32, Paternoster-row. No more useful or more practical treatise has ever been written, and it should be on every solicitor's table, and would teach even an articulated clerk the mysteries of the Inland Revenue. F. C. P.

(Q. 120.) BASTARDY.—Any woman who, since the birth of her illegitimate child, has married may apply for an order of affiliation upon the putative father, see 36 & 37 Vict. c. 9, first schedule repealing from "provided always" to end of sect. 5 of 7 & 8 Vict. c. 101. A married woman is for the purposes of these Acts considered a single woman, *Reg. v. Tellingwood*, 17 L. J. 168, M.C., Stone's Justices' Manual, 14th edition, pp. 77 and 78. C. H. S.

(Q. 127.) PENSNETT CHASE ENCLOSURE ACT.—2d Geo. 3, 1781. LIBRARIAN (Birmingham Law Society.)

## LAW SOCIETIES.

### MANCHESTER INCORPORATED LAW ASSOCIATION.

THE annual general meeting of the members of this association was recently held at the society's rooms, Cross-street Chambers, Manchester, when an account of the receipts and disbursements (previously audited by two of the members) was submitted and passed, and the officers and committee were elected for the ensuing year.

The proceedings of the society for the last year were stated in the following report, which was read by the Honorary Secretary (Samuel Unwin, Esq.), and unanimously adopted:

#### REPORT OF THE COMMITTEE FOR THE YEAR 1876.

Your committee have the satisfaction of submitting to the members the 38th annual report of the association.

The accounts of the treasurer for the last year bring forward a balance in hand of £132 1s. 11d. The amount invested in consols in trust for the association is £272 12s. 3d., on which there are dividends accumulated amounting to £146 15s. 2d. The committee have pleasure in recording a considerable accession of new members during the year.

Amongst the Acts which received the sanction of the Legislature during the session of 1876, the following possess special interest to the legal profession:

The *Winter Assizes Act 1876* (39 & 40 Vict. c. 57), enacted that where it is inexpedient to hold separate winter assizes for any county an Order in Council may provide for uniting such county, for the purpose of winter assizes, with any neighbouring county or counties, and for appointing the places at which winter assizes are to be held for such united counties, and for the necessary incidental charges. Under the provisions of this Act the criminal business of the counties of Westmoreland and Cumberland was transacted at Manchester at the winter assizes which have recently been held in this city.

The *Appellate Jurisdiction Act 1876* (39 & 40 Vict. c. 59), came into operation on the 1st Nov. last. It preserves the jurisdiction of the House of Lords as the final court of appeal, and strengthens its constitution by providing for the appointment of four "lords of appeal in ordinary," two at the commencement of the Act, and two subsequently, on the reduction of the paid judges of the Privy Council. The new lords of appeal in ordinary have the rank of barons during life, and may sit and vote in the House of Lords during office.

The Act provides that the House of Lords may sit and hear appeals during any prorogation of Parliament, and even during a dissolution, if so authorised under the Royal Sign Manual.

The intermediate court of appeal is also strengthened by the transfer to it, from the common law divisions of the High Court of Justice, of three additional ordinary judges; but each of these three additional judges is under an obligation to go circuits. The vacancies in the common law divisions caused by this transfer are not to be filled up except upon an address from both Houses of Parliament, on the reduction of the paid judges of the Privy Council. The Act also provides for divisional courts and courts of appeal.

The 17th section enacts that from the 1st Dec. 1876, "every action and proceeding in the High Court of Justice, and all business arising out of the same, except as provided in the Act, shall, so far as is practicable and convenient, be heard, determined, and disposed of before a single judge," and all proceedings in an action subsequent to the hearing or trial shall, so far as is practicable and convenient, be had and taken before the judge before whom the trial or hearing took place. Sect. 22 empowers district registrars, with the approval of the Lord Chancellor, to appoint deputies for a limited time.

The *Legal Practitioners' Act 1876* (39 & 40 Vict. c. 66), enables any certificated solicitor of the Supreme Court to appear as a proctor in the provincial courts of Canterbury and York. The Incorporated Law Society are

making efforts to procure the extension of this right in the Diocesan Court of the Bishop of London.

Acts have also been passed to facilitate the giving in evidence of entries in bankers' books, without the necessity for removing the books from the bank (39 & 40 Vict. c. 43), to amend the law with respect to crossed cheques (39 & 40 Vict. c. 81), to amend the Partition Acts (39 & 40 Vict. c. 17), and as to the Regulation and Inclosure of Commons (39 & 40 Vict. c. 56).

*Clerk of the Peace (County Palatine of Lancaster) Act Amendment Act* (39 & 40 Vict. c. iv., local and personal). This Bill was again introduced by the promoters, at an early period of the session, and every exertion was made to hurry it through Parliament; petitions against the Bill were presented by the Incorporated Law Society of Liverpool and by your Association, and Mr. William Rathbone, M.P., again carried himself to the utmost in opposing the Bill, first on the second reading, and afterwards in committee, where he proposed amendments to the effect that each deputy clerk should be a solicitor of ten years' standing, and should have an office within his district, and that the clerk of the peace should have no interest in the emolument of any deputy. The only amendment effected in committee was a provision that the deputy clerks should be solicitors of seven years' standing, and after an unsuccessful attempt to obtain further amendments on the report, the Bill, in consequence of the support given to it by the Government, passed the Commons in that form.

Your committee, in conjunction with the Liverpool Law Society, continued their opposition in the House of Lords, where they again petitioned against it, and joined the Liverpool Law Society in circulating amongst the Peers a statement of reasons against the Bill. Owing to the support of the Government the Bill eventually passed the House of Lords, upon which your committee, in conjunction with the Liverpool society, addressed a joint letter to the Earl of Selkirk (the Lord Lieutenant of the county), with whom the appointment of the clerk of the peace would practically rest, requesting him to make such conditions as would ensure the appointment of deputy clerks resident, and having a local office in their own districts, and being adequately paid, and peculiarly independent of the clerk of the peace. His Lordship has since promised that when a vacancy occurs in the office of clerk of the peace he will not make any appointment without further hearing both sides.

*Chancery of Lancashire—New Rules and Orders.*—The Vice-Chancellor of Lancashire kindly promised during the previous year that the draft rules and orders by which it was proposed to introduce the procedure under the Judicature Acts into the Palatine Court of Chancery should be laid before the law societies of Lancashire for consideration before being settled. In the course of the summer the draft of the proposed rules was accordingly forwarded by the Vice-Chancellor and considered by your committee, who approved generally of the rules as prepared, and forwarded to the Vice-Chancellor some suggestions which were most courteously received and adopted. The new rules and orders (including orders as to court fees and solicitors' costs) have since been signed and issued, and came into operation on the 1st Jan. 1877.

*Office of District Registrar at Manchester.*—A vacancy in the office of District Registrar, at Manchester, of the High Court of Justice, having occurred in consequence of the death of Mr. Edward Worthington, your committee adopted the following resolutions:—That in the opinion of the committee of this association the office of district registrar of the High Court of Justice for the Manchester district, involves duties of a very important character, that the salary ought to be of such amount as will secure the services of a thoroughly competent man, and that the district registrar should be required to devote himself to the duties of the office exclusively.

That in the judgment of this committee the qualifications for the office are such as are usually possessed by a solicitor who has had large experience in the practice of the courts, and that this committee respectfully submit to the Lord Chancellor that in their opinion it is desirable to select the district registrar from among gentlemen of that branch of the Profession, and the committee will be prepared, if the Lord Chancellor approve, to name candidates from among the solicitors who would, in their opinion, be well qualified to discharge the duties of the office.

A copy of these resolutions was forwarded to the Lord Chancellor, with an intimation that a deputation would, if his lordship desired, wait upon him, to further explain the views of the association. Your committee having ascertained that the Lord Chancellor was of opinion, that under the 65th section of the Judicature Act 1873, the only persons eligible for the office of district registrars of the High Court are County Court registrars, or registrars or prothonotaries of local courts, your committee again addressed his lordship on the subject, when they were informed that Mr. Henry John Walker, solicitor, registrar of the County Court at Southampton, would be appointed to the office, by order in council, in pursuance of the provisions of section 60 of the Judicature Act 1873, and that the whole of his time would be devoted to the performance of the duties of his office. The appointment has since been made and Mr. Walker has entered on the duties of the office.

*Stamp Office Arrangements for Legacy and Succession Accounts.*—The attention of your committee having been drawn to the generally unsatisfactory arrangements for the payment of legacy and succession duties, they prepared and forwarded a memorial to the Lords of the Treasury requesting the appointment, at Manchester, of an officer competent to answer inquiries, examine accounts, and to deal with questions of legacy and succession duties generally. In reply to the memorial, their lordships informed your committee that they were advised that a thorough examination of legacy and succession duty accounts is impossible elsewhere than at the Inland Revenue Office in London, where the registers are kept. Their lordships were, however, informed that the commissioners of Inland Revenue had given instructions to their officers at Manchester, to give to those who have to render such accounts every assistance in their power.

*Parliamentary Agency.*—Towards the close of the parliamentary session a joint committee of both Houses of Parliament was appointed to consider the regulations

admission and practice of parliamentary agents. The proceedings of the committee having led to the expectation that the committee would recommend separation of parliamentary agents from the law, and its constitution as a distinct body, of which the members need not be lawyers, prohibition of any division of profits between agents and solicitors, on the usual principles, your committee passed the following resolution:—"That in the opinion of this association it is advisable to attempt to impose any restrictions on the practice of parliamentary agents dividing their time with the country solicitors who instruct them, such prohibition would not lessen the present parliamentary proceedings."

It is advisable to confine the appointment of parliamentary agents to solicitors of the Supreme Court. The joint committee, when issued, stifled the fears entertained with regard to it, on from your association in conjunction with the Liverpool, Leeds, and Wakefield societies, and accompanied by some members of it and several parliamentary agents, waited on Mr. Raikes, the chairman of committees of the House of Commons, when the views of the several societies were forcibly presented to him. The Incorporated Law Society of the United Kingdom petitioned the report, and great exertions were obtained a postponement.

standing the representations made, Lord St. Aldrich pressed the proposed regulations on the Lords, and though the Lord Chancellor decried their hasty adoption, the Lords eventually passed the report. Your committee then directed attention to a resolution in the House of Commons, which addressed the Home Secretary, the General, and various other members, and in which the regulations came before the Committee. After an hour and a half of discussion, the Committee resolved not to deal with the matter that day. This result was, no doubt, owing to the action of the various law societies, but it can only be a postponement of the question, and the subject renewed next session, when further efforts will be needed to prevent the adoption of the report.

It seeking to undervalue the importance of an agent with parliamentary practice and rules of the committee consider that knowledge of the law by far the more important qualification in a Parliamentary Agent, and the Lord Chancellor himself that the special knowledge necessary to the passage of private bills through Parliament acquired in a few weeks, or even days, is of creating a limited close body of Parliamentary Agents (resembling the old Proctors in the old Courts), seems to have been altogether in the report of the joint committee, and is entirely opposed to the ideas of the present

gession that by a division of profits between Parliamentary Agent and solicitor the expense of Parliamentary proceedings is increased, is known by conversant with the facts to be a complete misstatement of the universal practice of division between the agents and country solicitors in other legal proceedings. The materials for a bill in Parliament are, and must of necessity be, obtained and by a solicitor, and then put in shape by the Parliamentary agent.

vision between the parliamentary agent and of the remuneration lessens the charges which he has to make against his own client.

committee suggest that their successors should so and similar views in opposition to the which it is anticipated will be made in the session to get the report alluded to adopted by the House of Commons.

ed Provincial Law Societies.—A general meeting of members of this association was held in March, at which your association was represented by Mr. Bateson Wood and the Honorary (Mr. Unwin), a number of suggested amendments to the rules and orders under the Judicature Act, as to district registries, were discussed; and resolutions then adopted a memorial was presented to the Lord Chancellor, which induced him to embody some of the suggestions in the new Bill. On the subject of Professional Regulation, the following resolution was adopted:—"That this association approves, generally, of the scale of charges proposed by the committee of the Incorporated Law Society, and hopes the Council will adopt such scale."

respect to conditions in fire policies, the following resolution was unanimously passed:—"That in this meeting the condition lately inserted in fire insurance, that in case the property, the fire insurance, is insured by the insurer, or by person whomsoever, the office shall only be pay a proportionate part of the loss, is unjust and unfair, and that the attention of the Incorporated Law Society, and of the Law Societies, be called to this subject."

dition referred to, which is found in all policies of insurance belonging to the Association of Insurance Offices, has only been inserted during the last few years. It prejudicially affects mortgagees insuring property for their security. The loan to be put on the clause is, at present, in a cause likely to be soon heard, on appeal from a decision of the Master of the Rolls, in *The North and Mercantile Insurance Company v. The Liverpool and Globe Insurance Company and others*. Your committee have passed a resolution on the subject to that of the Associated Provincial Law Society, and at present content themselves with calling attention of the members of the association to the

Practice.—(Preparation of assignment or sub-sale of leasehold property for pecuniary consideration and a chief rent). The following is a copy of a resolution submitted to the committee, and of their decision thereon:—"That in the point:—To be a plot of land, and houses erected thereon, the sum of £500 and a chief rent of £10 to be paid by the tenant."

The property is leasehold for 999 years.

Whose solicitor is entitled to prepare the assignment, or sub-demise, and duplicate, in the absence of any special agreement?"

Resolved:—"That this committee, while recognising the rule that in the absence of any special agreement a lessor's solicitor is entitled to prepare lease and counterpart, at the lessee's expense, consider that in the case submitted, which is in effect a sale, the purchaser is entitled to have the transfer of the property prepared by his own solicitor, whether it be taken by assignment or sub-demise. The committee consider this to be in accordance with the principle laid down by their predecessors, in 1846, relative to chief rent conveyances, where there is also a money consideration. The purchaser should, in the opinion of the committee, furnish at his own expense, a duplicate or counterpart to the seller."

Provincial Meeting of the Incorporated Law Society.—This meeting was held at Oxford, on the 4th and 5th Oct., when your association was represented, not only by the customary deputation, but by the attendance of several other members. The meeting, which was a most interesting and successful one, was attended by about 140 solicitors. After the address of the president (Mr. H. T. Young, of London), several valuable papers were read and discussed, and resolutions passed on the subjects of "Parliamentary Agency," and "University Education for Solicitors."

The Vice-Chancellor, who had placed the University Buildings at the disposal of the society, courteously received the members, and extended his hospitality to the presidents of some of the law societies, including your own. The members dined together in the Hall of Christ Church College on the evening of the 4th Oct., and were entertained on the following evening at a dinner given at the University Museum, by the committee of Oxford solicitors by whom the arrangements for the meeting were made; while on the day following the meetings a large party visited Blenheim Palace, where they were received, and entertained at luncheon by the Duke and Duchess of Marlborough. The place of the next provincial meeting will be fixed by the council of the Incorporated Law Society.

## LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALTON, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

### THE LATE MR. COBBETT, M.P.

SIR,—My attention has been called to a short notice of the late Mr. Cobbett, M.P., which appears in your impression of the 3rd inst., and in which Mr. Cobbett is stated to have been "a persistent agitator in the Tichborne case," &c. You are mistaken in attributing the Tichborne agitation to the late Mr. Cobbett, and have confounded him with his brother, Mr. William Cobbett, who, to the great annoyance of his late brother, was in the habit of making applications to the different courts of justice, and of late on the subject of the Tichborne case. As an intimate friend of one of the executors of the late Mr. Cobbett, M.P., I, at the request of his widow and children, beg that in your next impression you will rectify the mistake which has been made, and oblige yours faithfully,

FREDERICK SALTER, Q.C.

### MR. COMMISSIONER SANDERS.

THE late George Williams Sanders, Esq., of Weybridge, Surrey, formerly Commissioner in the Court of Bankruptcy, who died at Plymouth, on the 15th Feb., in the eighty-first year of his age, was the eldest son of the late Francis Williams Sanders, Esq., of Weybridge, one of the most eminent conveyancers of his day; his mother was Anne, daughter of the late Thomas Griffith, Esq., and he was born in London in the year 1796. Educated at Westminster, and at University College, Oxford, he chose the law as a profession, and was entered as a pupil under Mr. Pemberton (afterwards Lord Kingsdown), who mentions him as being his first pupil. He was called to the Chancery Bar at Lincoln's Inn in 1820, and in 1836 was made chief secretary at the Rolls by Lord Langdale, a post which he held for fifteen years. In 1851 Lord Langdale retired from the Rolls, and shortly afterwards died, without having made any provision whatever for his chief secretary; and Mr. Sanders, then at the age of fifty-five, with a very large family, and his private practice at the Bar all gone, was reduced to begin life over again. His case excited great commiseration among the Profession; and the first to come to his help was the Lord Justice, Sir George Turner, who appointed him his secretary. He was also secretary to the Landed Property Commission during the time it lasted. In 1853 he was raised to the Bench as a Commissioner of Bankruptcy, by Lord Chancellor Chelmsford, who had just in that year received the Seals, and who appointed him to the Birmingham and Nottingham Courts; over these courts he continued to preside till the passing of the new Bankruptcy Act, by which the country commissionerships were abolished. Mr. Sanders' judgments were seldom appealed against, and still more rarely reversed, though the business done in his court was

very great, and many of the cases decided by him involved important interests. Indeed, it is affirmed, that the dignity of the Birmingham Court was thoroughly upheld while Commissioner Sanders ruled there. The manner of the presiding judge, acquired by long association with the highest tribunals of justice, prevented any approach to the scenes that at one time gained for the Court of Bankruptcy an unenviable name. Mr. Sanders was master of the law which he sat to administer, and he soon showed that nothing like disrespect to it or himself would be tolerated or overlooked. During the eleven years that he sat in Birmingham he had but one occasion to act severely; and he retired when the new law came into force, on the 1st Jan. 1870, with the increased respect and good wishes of all. Mr. Sanders married in 1821, Frances Georgiana, eldest daughter of Thomas Griffith, Esq., of Ham, Surrey, and by her, who died in 1864, he has left a family of six surviving children, two sons and four daughters. The remains of the deceased gentleman were interred at Plymouth.

### F. J. BRAIKENRIDGE, ESQ.

THE late Francis Jerdone Braikenridge, Esq., solicitor, of Bartlett's-buildings, Holborn, who died, on the 27th ult., at his residence, Bush Hill, Edmonton, Middlesex, in the fifty-fourth year of his age, was the eldest surviving son of the late William Braikenridge, Esq., of Bartlett's-buildings, and was born in the year 1823. He was admitted a solicitor in Trinity Term, 1847, and was a Commissioner in the Courts of Queen's Bench, Common Pleas, and Exchequer.

## THE COURTS AND COURT PAPERS.

### THE COURT OF APPEAL AT LINCOLN'S INN.

#### NOTICE.

THE Senior Registrar has been directed to give notice that, in future, appeals from interlocutory orders in any of the following cases, will be set down for hearing in a separate list.

1. On applications for injunctions, prohibitions, writs of *ne exeat regno*, or *certiorari*, and for stop orders on securities or documents in court.
2. On applications for and relating to the appointment of receivers, managers, or official liquidators.
3. On applications for enlarging the time for redemption, for payment into court, or for doing any other act, or for taking any proceedings.
4. On applications relating to wards or infants and the management of their property.
5. On applications relating to all matters of contempt, and to the execution of decrees, judgments, and orders.
6. On applications relating to the discovery and inspection of documents.
7. And, generally, on all applications relating merely to matters of practice or procedure.

The solicitor applying to set down any appeal in such list will be required to produce his notice of motion and certify at the foot thereof the class to which it belongs.

R. H. LEACH,  
Senior Registrar.

Chancery Registrars' Office,  
29th Jan. 1877.

### HIGH COURT OF JUSTICE.

#### CHANCERY DIVISION—NOTICE.

THE Master of the Rolls and the Vice-Chancellors have given directions that motions for judgment in actions shall not be brought on as ordinary motions, but shall be set down in the Cause Book.

They can be marked short, on production of the usual certificate of counsel, and will then be placed in the paper on the first short cause day after the day for which notice is given. If not marked short, they will come into the general paper in their regular turn.

It will be advisable that the notices of motion for judgment should, if it is intended to mark them short, contain a statement to that effect, and also a statement that no further notice will be given of their having been so marked. Such statement will dispense with the necessity for giving defendants further notice that motions for judgment have been marked short.

Where a defendant makes his defence, and the plaintiff moves under Order XL., r. 11, for such order as he is entitled to on the admissions of the defendant, the action need not be set down; but if, on the motion being made, it appears that there must be a discussion or argument, it may be ordered to go into the general paper, subject to any order for its being advanced.

The attention of solicitors is also called to the provisions in the Judicature Rules as to notices of trial; as notice of trial can only be given after pleadings closed, the proper course, where the



are no pleadings, is to set the action down on motion for judgment under Order XL, r. 1.

R. H. LEACH, Senior Registrar.  
Chancery Registrars' Office, Dec. 1876.

#### TRIALS BEFORE A JUDGE AND JURY IN CHANCERY ACTIONS.—NOTICE.

In actions assigned to the Chancery Division, when the Plaintiff under Order XXXVI, rule 3, of the rules of the Supreme Court gives notice of trial before a judge and jury, the action is to be entered for trial with the associates instead of with the Chancery registrar.

Where, after the plaintiff has given notice of trial in any other manner, and has set down the action in the Chancery Division, the defendant has, under the provisions of the same rule, given notice he desires to have the issues of fact tried before a judge and jury, the action will be marked in the cause book "jury trial at defendant's instance" on the request of the solicitor for either party, and on the certificate of such solicitor, that such notice has been duly given within the time, or extended time, referred to in rule 3.

Actions which have been so marked will be added by the associates to their list of Actions for trial, upon the solicitor for either party bringing to them the certificate of the Chancery registrar in form given below, annexed to the statement of claim. Such actions will be placed in the list in the order in which they are entered with the associates.

R. H. LEACH,  
Senior Registrar.

Chancery Registrars' Office,  
Feb. 1877.

#### [Reference to Record, and Short Title].

I certify that this action was entered for trial in the cause book of the Chancery Division on the day of , and that it has been this day marked "jury trial at defendant's instance" in accordance with a notice given by the defendant under Order XXXVI, rule 3, of the rules of the Supreme Court.

Dated the day of  
for the Senior Registrar.

#### JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The Judicial Committee will sit daily, except Mondays, at half-past 10 o'clock.

#### LIST OF APPEALS FOR MARCH.

Vasdev Sadasiv Modok v. The Collector of Ratnagiri.  
Hurdeo Bux v. Jawahir Sing.  
Burra Lal Opendranath Sahoe Deo v. The Court of Words and others.  
Prem Narain Sing and others v. Rooder Narain Sing.  
Prem Narain Sing and others v. Pararam Sing and another.  
Forester and others v. The Secretary of State for India.  
The Delhi and London Bank, Limited v. Orchard.

#### FOR JUDGMENT.

Biddale v. Clifton and others.  
Irvine v. The Union Bank of Australia.  
The Royal Mail Steam Packet Company v. Braham.

#### COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

#### Rolls of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday, Mar. 10	Holdship	Teesdale
Monday	Ward	Cloves
Tuesday	Teesdale	Leach
Wednesday	Pemberton	Cloves
Thursday	Teesdale	Leach
Friday	Ward	Leach
Saturday	Pemberton	Cloves
	V.C. Malins.	V.C. Bacon.
Saturday, Mar. 10	Cloves	Milne
Monday	Latham	Farrer
Tuesday	Mervale	Holdship
Wednesday	Latham	Farrer
Thursday	Mervale	Holdship
Friday	Latham	Farrer
Saturday	Mervale	Holdship
	V.C. Hall.	Certificates of Sale and Transfer.
Saturday, Mar. 10	Latham	King
Monday	Milne	Leach
Tuesday	King	Cloves
Wednesday	Milne	Mervale
Thursday	King	Milne
Friday	Milne	Pemberton
Saturday	King	Ward

The Easter Vacation will commence on March 30, and terminate on April 3, both days inclusive.

#### PROMOTIONS AND APPOINTMENTS.

NOTE BENE.—Information intended for publication under the above heading should reach us not later than Thursday morning in each week, as publication is otherwise delayed.

MR. GEORGE MARSHALL, of the firm of Marshall, Sons, and Bescooby, of East Retford, Notts, solicitors, has been appointed by the Lord Chief Justice of the Common Pleas Division of the

High Court of Justice to be a Commissioner for taking the Acknowledgments of Married Women for the county of Nottingham.

Mr CHARLES F. WATKINS has been appointed by the Queen to be Consul for the Island of Cyprus, to reside at Larnaca, and has appointed John Henry Fawcett, Esq., now Vice-Consul and Assistant-Judge in Her Majesty's Supreme Consular Court at Constantinople, to be Consul-General and Judge of Her Majesty's Supreme Consular Court in that city.

Mr. ADAM FRANCIS TERRELL SHAPLAND, of the firm of Evershed and Shapland, solicitors, Brighton, has been appointed by Lord Chief Justice Coleridge a Commissioner to take Acknowledgments of Married Women.

#### THE GAZETTES.

##### Professional Partnerships Dissolved.

Gazette, Feb. 23.

HUGHES, HOOKER, BUTTANSHAW, and MURTON, solicitors, Budge-row (George Martin Hughes, Ayerst Hooker, Mark Noble Buttanshaw, and Charles Murton), as regards Murton. Jan. 1. POSTLETHWAITE and BROWN, solicitors, Whitechurch (John Postlethwaite, Jun., and Thomas Brown). Feb. 15. WOOLF, CRUMP, and CLARK, solicitors, Cannon-st. (David Woolf, James Henry Crump, and George Clark), as regards Clark. Feb. 16.

##### Bankrupts.

Gazette, March 2.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
BROWN, ALEXANDER, builder, King-st., Borough, and Queen's-rd., Peckham. Feb. 23. Reg. Spring-Rice. Sol. Lookyer. Sur. March 13.  
BUTT, ALFRED BARNES, cheesemonger, High-st., Peckham. Feb. 23. Reg. Spring-Rice. Sols. Carter and Co. Sur. March 13.  
DEAN, LEWIS JOHN MARRY, commission agent, Gresham-st. Feb. 23. Reg. Brougham. Sol. Lane. Sur. March 13.  
MERCHANT, JAMES, and MERCHANT, JAMES SMITH, stock and share dealers, Hop and Malt Exchange, Borough. Feb. 23. 1876. Reg. Peppys. Sur. March 14.  
RIDGE, CECIL, milliner, Queen's-rd., St. John's-wood. Feb. 23. Reg. Haslitt. Sols. Ashurst and Co. Sur. March 14.

To surrender in the Country.

ACLAND, JOHN WOODHOUSE, Ramsgate. Feb. 16. Reg. Farley. Sur. March 9.  
GILLIES, ROBERT, victualler, Liverpool. Feb. 23. Reg. Bellringer. Sur. March 14.  
GOFFIN, GEORGE, and KNIGHTS, ARTHUR, fish merchants, Great Yarmouth. Feb. 23. Reg. Worledge. Sur. March 14.  
HOLDSWORTH, CHARLES EDWARD HALL, Overseas. Feb. 23. 28. Dep. Reg. Goodger. Sur. March 14.  
JACKSON, EDMUND, clothier, Ulverston. Feb. 23. Reg. Postlethwaite. Sur. March 14.  
NEEDHAM, JOSEPH, victualler, Liverpool. Feb. 23. Reg. Bellringer. Sur. March 15.  
NORMAN, FRANCIS HENRY, draper, Brighton. Feb. 23. Reg. Evershed. Sur. March 14.

Gazette, March 6.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
FREEMAN, HENRY WILLIAM, schoolmaster, Brixton Oval, Brixton. Feb. 23. Reg. Murray. Sur. March 20.  
WRIGHT, EDWARD, builder, Rededale-rd., Smith-st., Chelsea. Feb. 23. Reg. Keene. Sur. March 19.

To surrender in the Country.

VICKERSTAFF, JAMES, innkeeper, Bradley, Co. Stafford. Feb. 23. Reg. Spilsbury. Sur. March 19.

##### Bankruptcies Annulled.

Gazette, Feb. 27.

CHAMBERS, CHRISTOPHER, skirt manufacturer, New Union-st., Moor-la. Aug. 6, 1875.

Gazette, March 2.

HARLAN, FREDERICK, architect and surveyor, Southend. Sept. 19, 1873.  
NORVAL, JAMES, builder, Newcastle. Nov. 23, 1870.  
TOULMIN, ALFRED HARPER, gentleman, Petersham. Feb. 8, 1876.

##### Dividends.

BANKRUPT'S ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Titherington, W. cotton broker, fourth, 1s. 10d. Stone, Liverpool.  
Adcock, W. T. stock and share broker, third and final, 3d. At Trust. J. Jones, 18, Foregate-st., Worcester.—Barnard, A. dealer in jewellery, second, 1s. 6d. At Trust. E. Fawcett, 16, Queen-st., Exeter.—Oxford, J. dealer and farmer, first and final, 1d. At Trust. E. J. Craske, Head-st., Colchester.—Bentley, F. W. importer of foreign goods, first and final, 7d. At offices of J. Shubbrook and Co., 9, Gracechurch-st.—Lewis, E. W. third and final, 3d. At Trust. W. G. Clarke, 4, Crooksbrown, Cardiff.—Maggoy, F. J. S. retired commander in R.N. first, 3d. At Reg. Trust. W. Hallitt, London Bankruptcy Court, Lincoln's-inn-fields.—Standring, T. stockbroker, final, 5d. At offices of Marocco and Gilbert, 15, Clement's-inn, Strand.—White, T. L. gentleman, Leyburn-hall, third and final, 4d. At Trust. W. Butcher, 73, Princess-st., Manchester.—Wood, G. W. shoe dealer, 1s. 6d. At the Chamber of Commerce, Parade, Northampton. Trust. H. Harris.

INSOLVENT'S ESTATES.

Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of eleven and two on Tuesdays only.  
Thorp, J. grocer, first, 3s. 1d. Paget, Lincoln's-inn-fields.

#### Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 2.

ADAMS, JOHN, grocer, Rotherham. Feb. 27. March 14, at three, at the Sheffield Incorporated Law Society's room, Sheffield. Sols. Messrs. Webster.  
BANCROFT, WILLIAM, cotton yarn doubler, Oldham. Feb. 23. March 13, at three, at office of Sols. Wood and Atkinson, Manchester.  
BARNETT, LAWRENCE, wholesale clothier, Princes-st., Spital-fields. Feb. 23. March 15, at two, at offices of Sol. Bryant, Winchester-house, Old Broad-st.  
BARWELL, THOMAS, farmer, Long Sutton. Feb. 23. March 12, at two, at offices of Sols. Mossop, Wright, and Mossop, Long Sutton.  
BEAUMONT, GEORGE, cab proprietor, Heckmondwike. Feb. 23. March 14, at three, at office of Sol. Tuberson, Dewsbury.  
BOLD, JAMES DEAN, draper, Leicester. Feb. 23. March 16, at two, at the Guildhall office-house, Gresham-st., London. Sol. Wright, Leicester.

BOTT, THOMAS, moulder, Horsley Heath. Feb. 23. March 13, at twelve, at offices of Sol. Travis, Tipton.  
BOWEN, FREDERICK, tailor, Queen Victoria-st., and Bradford-rd., Brockley. Feb. 14. March 9, at two, at the London Warehousemen's Association, 111, Cheapside. Sol. Clift, Cheapside.  
BREADNER, EDWIN, paper manufacturer, Manchester. Feb. 23. March 14, at three, at office of Sols. Smith and Byers, Manchester.  
CAMPBELL, SAMUEL, builder, Liverpool. Feb. 23. March 15, at two, at office of Sol. Rogers, Liverpool.  
CAMPION, WILLIAM GOODALL, and CAMPION, JOSEPH, farmers, Austrey. Feb. 23. March 16, at three, at office of Sols. Nevill and Atkins, Tamworth.  
CARLAW, ALEXANDER, grocer, Lower Walker. Feb. 23. March 15, at twelve, at the Neville hotel, Newcastle. Sol. Stewart, Newcastle.  
CARRINGTON, THOMAS AARON, hutchup maker, Spalding. Feb. 23. March 14, at ten, at office of Sol. Cammack, Spalding.  
CHAMBERS, SAMUEL, coach builder, Brighton. Feb. 23. March 15, at three, at office of Sol. Webb, Brighton.  
CLIFFORD, SQUIRE, hatter, Bradford. Feb. 23. March 15, at three, at office of Sol. Singleton, Bradford.  
CLUNIE, ROBERT, relieving officer, Newington-cumsey. Feb. 23. March 9, at three, at World's hotel, Portmait, Lincoln's-inn-fields. Sol. Parke, Coleridge-row, Lillingston.  
COOMES, FREDERICK, innkeeper, Abergavenny. Feb. 23. March 14, at three, at office of Sol. Jones, Abergavenny.  
CROSS, HOCKEY, tailor, Maldenhead. Feb. 23. March 23, at three, at office of Sol. Turner, Maldenhead.  
DAVIES, ELIZABETH, Brecon. Feb. 23. March 17, at two, at offices of Sol. Bishop, Brecon.  
DENENBOUGH, EMILE FRANCOIS, feather merchant, Great Portland-st. Feb. 23. March 23, at two, at office of Sols. Straith and Co., accountants, 1, Frederick's-pl., Old Jewry. Sol. Chapman, Fenchurch-st.  
DICKINSON, THOMAS, accountant, Preston. Feb. 23. March 15, at three, at 9, Winkley-sq., Preston. Sol. Spencer, Preston.  
DEW, ABEL, miller, Blackland-mill, near Calne. Feb. 23. March 15, at eleven, at the Lansdown Arms hotel, Calne. Sols. Mullings, Elett, and Co., Wootton Bassett.  
EDGE, JAMES, and KERRY, WILLIAM, joiners, Stoke-on-Trent. Feb. 23. March 13, at eleven, at offices of Sol. Tanner, Hanley.  
EDWARDS, WILLIAM, dairyman, George-st., and Cliffe-rd., Wedmild-rd., Croydon. Feb. 23. March 13, at three, at the Greyhound hotel, High-st., Croydon. Sol. Arnold, the Exchange, Southwark.  
EDWARDS, WILLIAM HENRY, watchmaker, Birkenhead. Feb. 23. March 16, at two, at office of Sol. Dowdham, Birkenhead.  
ELLIS, DENNIS, ELLIS, CHARLES HUBERT, and ELLIS, HENRY WALTER, stuff manufacturers, Dudley-hill, near Bradford. Feb. 23. March 15, at eleven, at offices of Sols. Berry and Robinson, Bradford.  
FORSTER, THOMAS, saddler, Nottingham. Feb. 23. March 15, at eleven, at office of Sol. Fraser, Nottingham.  
GALE, GEORGE, provision dealer, Leeds. Feb. 23. March 13, at three, at offices of Sol. Pullan, Leeds.  
GREEN, ELI JOHN, dealer, stableidge. Feb. 23. March 13, at three, at the Swan Inn, Stableidge. Feb. 23. Sol. D. Shorter.  
GURN, BENJAMIN, rope manufacturer, Malden. Feb. 23. March 14, at twelve, at offices of Sol. Graham, Newport. Sols. Hampson, Josiah, grocer, Walsford. Feb. 23. March 14, at three, at offices of Sol. Boydell, South-sq., Gray's-inn.  
HARRISON, WILLIAM, tailor, York. Feb. 23. March 23, at one, at office of Sol. Harris, Leeds.  
LAYTON, THOMAS, late 21, innkeeper, Egremont. Feb. 23. March 14, at eleven, at offices of Sol. Faltson, Warrington.  
MEMPelman, WILLIAM, mast maker, Poplar. Feb. 23. March 23, at eleven, at offices of Sol. Davis, Rapp-l, Lamb Town-st.  
HILL, ROWLAND, provision dealer, Wigan. Feb. 23. March 14, at three, at offices of Sols. Leigh and Ellis, Wigan.  
HODGES, THOMAS, grocer, Landport. Feb. 23. March 14, at three, at offices of Sols. Cousins and Burdick, Portsmouth.  
ILES, ALBERT, boarding house keeper, East Challow. Feb. 23. March 23, at twelve, at the Great Western Railway Junction hotel, Didcot. Sol. Jotham, Wantage.  
JAMES, FRANK, and JAMES, ALFRED, baker, Vories-rd., Upper Holloway. Feb. 23. March 19, at three, at offices of Sol. Webb, Crosby-sq., Bishopsgate.  
JONES, WILLIAM, late grocer, Lower Broughton. March 2, at three, at office of Sol. Bowden, Manchester.  
JUCKES, FRANCIS WILLIAM, builder, Ledbury. Feb. 23. March 13, at eleven, at offices of Sols. Messrs. Mandell, Ledbury.  
KIRWAN, JOHN, upholsterer, Birmingham. Feb. 23. March 9, at half-past ten, at offices of Dugmore and Pinfield, accountants, 18, Bennet's-hill, Birmingham. Sol. Walter, Birmingham.  
LANGRIDGE, JAMES, and LANGRIDGE, RICHARD, wholesale my manufacturers, 4, Bristol. Feb. 23. March 13, at eleven, at offices of Denton, Smith, and Co., accountants, Sharncliffe, Bristol. Sol. Miller, Bristol.  
LEAH, WILLIAM, paper hangings merchant, Manchester. Feb. 23. March 19, at twelve, at offices of Sols. Payne and Galloway, Manchester.  
LEFTY, LEONARD, wholesale clothier, Sidney-st., Mile-end. Feb. 23. March 7, at two, at the London Warehousemen's Association, 111, Cheapside. Sol. Clift, Cheapside.  
LEWIS, THOMAS, farmer, Treorchy. Feb. 23. March 23, at three, at office of Sol. Jones, Cardiff.  
LINCOLN, LILLYWELL, general ironmongery shopkeeper, Swwich. Feb. 23. March 13, at twelve, at office of Sol. Kent, Norwich.  
LOCKWOOD, JOSEPH, carrier, Batley. Feb. 23. March 14, at half-past ten, at office of Sol. Womersley, Batley.  
LOMAN, JOHN, watchmaker, New-mill-co., Derby. Feb. 23. March 23, at four, at office of Sol. Best, Manchester.  
MACKAY, JAMES WILLIAM, linen draper, Smith-st., Mile-end. Feb. 23. March 8, at two, at office of Sol. Clift, Cheapside.  
MCCOY, HENRY, pianoforte, Bradford. Feb. 23. March 14, at four, at office of Sol. Atkinson, Bradford.  
MADDUCK, THOMAS, tailor, Nugent-st., Abbey-rd., St. John's-wood. Feb. 23. March 13, at four, at 23, Bedford-rd., Sol. Marshall.  
MARRETT, EDWARD, joiner, Derby. Feb. 23. March 13, at three, at office of Sol. Leach, Derby.  
METZ, CAROLINE, tailor, Hockley. Feb. 23. March 15, at twelve, at office of Sol. Fallows, Birmingham.  
MOORE, JOHN, fruit dealer, Barrow-in-Furness. Feb. 23. March 15, at two, at the Sun hotel, Barrow-in-Furness. Sols. Sims.  
MOSLEY, RACKVILLE GWYNNE, chemist, Cardiff. Feb. 23. March 16, at two, at the Queen's hotel, Cardiff. Sol. Dine, Pontminster.  
MYCOCK, ELIZABETH, wholesale furniture dealer, Chorlton-on-Medlock, Manchester. Feb. 23.  
NOEL, ALFRED, clerk to an ironmonger, Chapel-pl., Cavendish-sq., and Radnor-rd., Brixton. Feb. 23. March 27, at three, at offices of Sols. Messrs. Lewis, Ely-pl., Holborn.  
NOONAN, JOHN, auctioneer, Salford. Feb. 23. March 9, at eleven, at Clowes' hotel, Salford.  
PARR, JOHN, tailor, Kidderminster. Feb. 23. March 14, at four, at offices of T. Ryder, co. tenant, 90, New-st., Birmingham. Sols. Messrs. Robinson, Birmingham.  
PARRINGTON, FREDERICK, late farm bailiff, Westmild-house, par. Ware. Feb. 23. March 13, at twelve, at office of Sol. Foster, Ware.  
PEAKMAN, ALFRED JOSEPH, metal dealer, Birmingham. Feb. 23. March 15, at eleven, at office of Sol. Taylor, Birmingham.  
PICKARD, JOHN, grocer, New Worley. Feb. 23. March 14, at eleven, at office of Sol. Hardwick, Leeds.  
PRINN, ALFRED CHARLES, baker, Birmingham. Feb. 23. March 15, at three, at office of Sol. James, Birmingham.  
PUMFREY, JOHN HILLMAN, jeweller, Birmingham. Feb. 23. March 15, at twelve, at offices of Sols. Messrs. Tyndal, Birmingham.  
RICKABY, MATTHEW, grocer, Darlington. Feb. 23. March 15, at three, at office of Sol. Wilkes, Darlington.  
RICHARDS, JOHN, draper, Hucknall, Torkard, and Mutton, Birmingham. Feb. 23. March 23, at twelve, at office of Sol. Brittle, Nottingham.  
RICHARDSON, JOHN PATRICK, hat manufacturer, Denton. Feb. 23. March 14, at three, at the Queen's hotel, Denton. Sols. Dartnall and Bottomley.  
ROBINSON, ROBERT, husbandman, Throckenfield. Feb. 23. March 16, at eleven, at office of Sol. McKeever, Wigan.  
ROGERS, SAMUEL, locksmith, Bileston. Feb. 23. March 14, at eleven, at office of Sol. Bowen, Bileston.



ROGERS, JAMES MOUNTSTEPHEN, carpenter, Kingland-rd. and Canal-rd. Kingston-rd. Pet. Feb. 23. March 19, at eleven, at office of G. Emdin, accountant, 72, Coleman-st. Sol. Horwood, Coleman-st.

ROBINSON, WALTER MORDEN, cheesemonger, Bishopgate-st. Pet. Feb. 26. March 13, at two, at office of Sol. Arnold, Finsbury-dyavement

RUSHTON, YARKER, grocer, Patricroft. Pet. Feb. 25. March 14, at 11 p.m. at office of Sol. Sampson, Manchester

RUSSELL, THOMAS, clerk in holy orders, Newport, par. Bishop's Tawton. Pet. Feb. 21. March 10, at twelve, at office of Sol. Chaister, Finch, and Chanter, Barnstaple

SCHOFIELD, JOHN, grocer, Newthorpe. Pet. Feb. 27. March 20, at twelve, Whittingham, Nottingham

SEIDON, JAMES, draper, Manchester. Pet. Feb. 28. March 14, at three, at office of Sol. Elford, Manchester

SHERTON, THOMAS, builder, Longton. Pet. Feb. 26. March 14, at half-past eleven, at the North-Western hotel, Stafford. Sol. Robinson, Longton

SILVESTER, WILLIAM, lodging house keeper, Manchester-st. Manchester-sq. Pet. Feb. 17. March 10, at office of Sol. Calverley, Essex-st. Strand

SWALLEN, ISAAC, slater, Skelton-in-Cleveland. Pet. Feb. 28. March 10, at eleven, at office of Sol. Treedy, Stockton

SMITH, GEORGE GIDDON, bookbinder, Green-passage. Pet. Feb. 20. March 14, at three, at office of Sol. Johnson, High Holton

SMITH, THOMAS, victualler, Gornal-wood. Pet. Feb. 21. March 15, at three, at office of Sol. Rhodes, Wolverhampton

SOUDON, HENRI, Bristol. Pet. Feb. 28. March 15, at eleven, at office of S. Hare, accountant, 4, Exchange, Bristol. Sol. Bernard, Bristol

STANLEY, THOMAS, watch manufacturer, Coventry. Pet. Feb. 22. March 13, at twelve, at office of Sol. Hughes and Masters, Coventry

STOCK, ELIZABETH, dyer, Wakefield. Pet. Feb. 23. March 14, at three, at the Royal hotel, Wood-st, Wakefield. Sol. Messrs. Mander and Horner, Wakefield

STONE, CHARLES, contractor, Brunswick-st, Stamford-st, Blackfriars. Pet. Feb. 28. March 14, at twelve, at office of J. Day, 47, Bloomsbury-sq. Sol. Fereday, Birchington

THOMAS, SARAH, publican, Ty-nant inn, Pentyrch. Pet. Feb. 27. March 12, at eleven, at office of Sol. Morgan and Scott, Cardiff

THOMSON, JACOB BAYNES, metallurgist, Wraybury. Pet. Feb. 27. March 20, at three, at office of Sol. Sturt, Ironmonger-la

THOMSON, JAMES, draper, Newcastle. Pet. Feb. 23. March 10, at twelve, at office of Sol. Bush, Newcastle

TOTT, JOHN, grocer, Bristol. Pet. Feb. 22. March 10, at twelve, at office of T. B. Pearce, 1, Exchange-buildings-west, Bristol. Sol. Price, Bristol

TRAVIS, JOHN THOMAS, clothier, Oldham. Pet. Feb. 23. March 14, at three, at office of Sol. Messrs. Ashcroft, Oldham

TREYER, WILLIAM ROBERT, John, JOHN KERR, and THOMAS, CHARLES, tailors, Bristol. Pet. Feb. 28. March 12, at twelve, at office of Tribe, Clarke, Eaton, James, and Co., accountants, 2, Moorgate-buildings, London. Sol. Fussell, Priehard, and Swann, Bristol

TYDEMAN, HENRY, EPHRAIM, insurance agent, Bristol. Pet. Feb. 21. March 10, at twelve, at office of W. Andrews, 3, Nicholas-st, Bristol. Sol. Brice, Bristol

WALKER, WILLIAM, jun., hosier, Roman-rd, Old Ford, and Mile-end-rd. Pet. Feb. 20. March 13, at two, at office of Sol. Swaine, Cleapside

WILLIAMS, THOMAS, worsted spinner, Bradford. Pet. Feb. 27. March 14, at ten, at office of Sol. Stratton, Bradford

WRIGHT, WILLIAM, ship owner, South Shields. Pet. Feb. 7. March 15, at twelve, at office of Sol. Tinley, Adamson, and Adamson, North Shields

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ALLEN, EDWARD, licensed victualler, Bilton. Pet. March 1. March 10, at eleven, at office of Sol. Hall, Bilton

ALWORTH, LAWRENCE, broker, Farquhar-st, Bolton. Pet. Feb. 28. March 21, at three, at office of Sol. Sowcroft, Bolton

BROWN, WILLIAM, auctioneer, Luton. Pet. March 2. March 20, at three, at the Red Lion inn, Luton. Sol. Neve, Luton

BROOKER, WILLIAM THOMAS, wholesale confectioner, Gateshead. Pet. Feb. 28. March 13, at one, at office of Sol. Bush, Gateshead

BEARD, HENRY RICHARD, builder, Sheepsbridge, near Chester. Pet. March 1. March 16, at twelve, at the Angel hotel, Market-pl, Chesterfield. Sol. Walker and apkins, Bath

BECKS, ARTHUR THOMAS, patent iron manufacturer, Birmingham. Pet. March 3. March 19, at two, at office of Sol. Ansell, Birmingham

BIRD, CHARLES, schomgner, Wednesday. Pet. March 3. March 21, at three, at office of Sol. Shotton, Wednesday

BARNER, WILLIAM BERTON, schomgner, Aberystwith. Pet. Feb. 28. March 15, at twelve, at office of Sol. Messrs. Atwood, Aberystwith

BULLOCK, WILLIAM, and BULLOCK, GEORGE, builders, Wellington. Pet. Feb. 27. March 27, at three, at the Wrekin hotel, Market-sq, Wellington. Sol. Ridlake, Wellington

BENNETT, GEORGE BENNETT, BENJAMIN, builders, New Wortley, near Leeds. Pet. March 2. March 23, at two, at the Queen's hotel, Leeds. Sol. Rider

BROWN, JAMES, fruiterer, Ashton-under-Lyne. Pet. March 2. March 21, at three, at office of Sol. Kershaw, Ashton-under-Lyne

BERNHARD, GODFREY LOUIS, jun., merchants, Liverpool. Pet. March 2. April 2, at one, at office of Sol. Fitz, Liverpool

BURY, EDWARD, carpet dealer, Bolton. Pet. Feb. 27. March 19, at eleven, at office of Sol. Dowling, Bolton

BIRD, WILLIAM, picture frame maker, Cannon-house, Northend, Croydon. Pet. March 1. March 20, at two, at office of Sol. Morris, Staple-inn, Holborn

CLARK, JAMES, beer-house keeper, Far Sawney, near Hawkehead. Pet. March 3. March 22, at eleven, at the Braddyll's Arms hotel, Ulverston. Sol. Dobson, Windermere

CORFIELD, THOMAS, needle finisher, Ipsley. Pet. March 2. March 20, at three, at office of Sol. Browning, Redditch

COLLYER, FRANCIS WILLIAM, coal merchant, Bath. Pet. March 2. March 19, at twelve, at office of Sol. Cruttwell, Bath

CADDICK, GEORGE EDWIN, corn factor, Coppice, near Bilton. Pet. Feb. 28. March 19, at eleven, at office of Sol. Shakespeare, Gildbury

CHARTWELL, WILLIAM, coal dealer, Church-la, par. Tipton. Pet. March 1. March 20, at three, at office of Sol. Fellows, Tipton

CRUTCHLEY, ALFRED, beer retailer, Crewe. Pet. March 1. March 22, at eleven, at office of Sol. Poulton, Crewe

CROFTON, HENRY, operative cotton spinner, Bolton. Pet. Feb. 28. March 20, at three, at office of Sol. Sowcroft, Bolton

DOWNEY, BRIDGET, clothier, Newcastle-upon-Tyne. Pet. Feb. 28. March 17, at eleven, at office of Sol. Garbut, Newcastle-upon-Tyne

DODDRETT, ANN MATILDA, dressmaker, Tynemouth. Pet. March 3. March 19, at three, at office of Sol. Kewney, North Shields

DIXON, WILLIAM, hay dealer, St. Albans. Pet. Feb. 20. March 15, at three, at office of Sol. Annesley, St. Albans

DODD, EDWARD, builder, Crewe. Pet. March 1. March 14, at eleven, at office of Sol. Poulton, Crewe

DEMAIRE, THOMAS, overlooker, Haugh. Pet. March 1. March 17, at eleven, at office of Sol. Messrs. Winder, Bolton

FELL, THOMAS HENRY, commercial traveller, Aston. Pet. Feb. 28. March 19, at three, at office of Sol. Jaques, Birmingham

FRANK, WILLIAM MARROW SUTHERLAND, mining surveyor, Wrexham. Pet. March 2. March 22, at eleven, at office of Sol. Sherratt, Wrexham

FRIEST, ISAAC, bootmaker, Huddersfield. Pet. March 1. March 14, at eleven, at office of Sol. Milnes, Huddersfield

FOOT, JAMES, engineer, Thorn-rd, South Lambeth. Pet. March 1. March 24, at three, at office of Mr. Plowman, 4, Gladstone-terrace, Southampton. Sol. Fenton

GRIS, SQUIRE MICHAEL, jun., Manchester. Pet. March 1. March 23, at three, at office of Sol. Farrar and Ball, Manchester

GODDEN, DANIEL, dealer, Nayland. Pet. Feb. 28. March 16, at three, at office of Sol. Smythies, Goody, and Son, Colchester

GRAMAN, GEORGE JAMES, Newcastle-upon-Tyne. Pet. March 1. March 14, at eleven, at office of Sol. Grigall, jun., Durham

GILLITT, JOHN, engineer, Melkham. Pet. Feb. 27. March 15, at one, at the Royal hotel, Railway-pl, Bath. Sol. Smith, Melkham

GARRATT, CHARLES, beer-house keeper, Litchborough. Pet. March 3. March 19, at two, at office of Mr. R. Howes, solicitor, Towcester. Sol. Percival, Towcester

GRAMMAN, WILLIAM HENRY, agricultural implement maker, Spalding. Pet. March 1. March 22, at one, at office of Messrs. Messrs. Messrs. Spalding

GRIFITHS, WILLIAM, coal merchant, Whitham. Pet. Feb. 13. March 14, at two, at office of Sol. Lancelles, Northberth

HARKER, FRANCIS, out of business, Leeds. Pet. March 1. March 22, at three, at office of Sol. Ferns, Leeds

HEBERTON, THOMAS, commission agent, Middlesbrough. Pet. Feb. 21. March 14, at eleven, at Mr. Griffiths' Temperance hotel, 25, Idnthorpe-rd, Middlesbrough. Sol. Bainbridge, Middlesbrough

HOWELL, JOHN, blacksmith, Threbert and Treocky. Pet. March 1. March 19, at one, at office of Sol. Lewis, Merthyr Tydfil

HODGKINSON, SAMUEL, provision dealer, Macclesfield. Pet. March 1. March 19, at three, at office of Sol. May, Macclesfield

HAY, JOHN, butcher, Dalton-in-Furness. Pet. March 2. March 17, at ten, at the Wellington hotel, Dalton-in-Furness. Sol. Swain

HOLMAN, RICHARD, grocer, Camborne. Pet. March 2. March 19, at twelve, at office of Sol. Daniel, Camborne

JENNINGS, JOSEPH, flannel manufacturer, Greenegates, par. Bradford. Pet. Feb. 28. March 15, at four, at office of W. Scott, 20, Chapel-la, Bradford. Sol. Hudson, Bradford

JONES, WILLIAM, farmer, Gwensan, par. Gwenddwr. Pet. March 2. March 20, at twelve, at the George hotel, Brecon. Sol. Thomas, Brecon

JENKINS, JAMES, boot maker, Carmarthen. Pet. March 2. March 17, at three, at office of Sol. Griffiths and Green, Carmarthen

JACKSON, WILLIAM ALBERT, iron merchant, Sheffield. Pet. March 2. March 19, at eleven, at the Albert Hall, Barker Pool, Sheffield. Sol. Messrs. Fretson

KIRBY, ANDREW, builder, Writington and Yatton. Pet. March 1. March 22, at twelve, at the George and Railway hotel, Bristol. Sol. Perham, Bristol

KIPLING, JOHN, cabinet maker, Darlington. Pet. Feb. 23. March 21, at eleven, at Messrs. Watson's Sale Rooms, Northumberland-st, Darlington. Sol. Stevenson and Moss, Darlington

LADELL, WILLIAM WYKES, paper male, Wraybury. Pet. March 3. March 20, at two, at the Cannon-st hotel. Sol. Hilliards and Taylor, Fenchurch-buildings, London

LANLEY, LANCELOT TOM, blacksmith, Ashmansworth. Pet. March 2. March 14, at eleven, at office of W. H. Cave, solicitor, Market-pl, Newbury. Sol. Boulting Newbury

LEWIS, JOHN, general dealer, Gilwera. Pet. Feb. 27. March 14, at four, at the Townhall, Abergeenny. Sol. Gardiner

LEWIS, DAVID, toyrefeller, par. Llanidlo. Pet. Feb. 27. March 17, at three, at office of Sol. Jones, Cardiff

LOMAS, ALFRED, grocer, Sheffield. Pet. March 1. March 15, at two, at office of Sol. Taylor, Sheffield

MCRAE, JAMES, WILLIAM, timber merchant, Newcastle-upon-Tyne. Pet. March 1. March 16, at two, at office of Sol. Messrs. Jones, Newcastle-upon-Tyne

MARRIOTT, JOHN, licensed victualler, Worcester. Pet. March 3. March 14, at half-past ten, at office of Sol. Messrs. Corbett, Worcester

MILLS, THOMAS, PRICE, HENRY, BRABAN, JOHN, and BRABAN, GEORGE, spoolers, Wolsingham. Pet. March 1. March 14, at eleven, at the Waterloo hotel, Market-pl, Darlington. Sol. Wooler, Darlington

MORETON, JOHN CONNOLLY, lessee of a phantoscopic Entertainment, Kingston-upon-Hull. Pet. Feb. 28. March 15, at twelve, at office of Sol. Walker and apkins, Bath

MYERS, JOHN, jun., timber merchant, Otley. Pet. March 1. March 19, at eleven, at the Royal hotel, Briggate, Leeds. Sol. Lake, Wakefield

MCCLEARY, CHRISTIANA FLEMING, and TARTON, ELIZABETH ALICE, milliners, Manchester. Pet. March 2. March 19, at three, at office of Sol. Rayner, Manchester

MOUTRIE, GEORGE, pianoforte maker, Arlington-rd, Camden-town. Pet. March 2. March 22, at three, at 173, Ball's Pond-rd, Sol. Fenton

NEWTON, WILLIAM, publican, Pockthorpe. Pet. March 2. March 19, at eleven, at office of Sol. Winter and Francis, Norwich

NUNN, FREDERICK, the younger, photographer, Scarborough. Pet. March 1. March 16, at eleven, at office of Sol. Richardson, Scarborough

OAKES, ALFRED, shoe dealer, Bilton. Pet. March 2. March 22, at eleven, at office of Sol. Bowen, Bilton

OVEREND, THOMAS, slater, Loftus-in-Cleveland. Pet. Feb. 26. March 14, at twelve, at office of Messrs. Hope's offices, 33, Corporation-st, Middlesbrough. Sol. Hope, Middlesbrough

OXFORD, HERBERT JAMES, cheesemonger, Southampton-row, Russell-sq. Pet. Feb. 28. March 14, at three, at Wood's tavern and hotel, Portland-st, Lincoln's-inn-fields. Sol. Goatly, Cambridge-rd, Hyde pk

PILLING, ALAN DAVID, veterinary surgeon, Water-la, and Tull-hill, Brixton. Pet. Feb. 24. March 14, at two, at office of Sol. Froggatt, Argyl-st, Regent-st

PEARMAN, JOHN WILLIAM, PEARMAN, WILLIAM JAMES, steam mangle printers, Wells-st, and Castle-st, Oxford. Pet. Feb. 28. March 14, at three, at the Hyde-park, 243, Oxford-st. Sol. Collis, Duke-st, Manchester-sq

PALMER, ALBERT REYNOLDS, clerk in holy orders, Wordsworth-rd, Penge. Pet. Feb. 24. March 17, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Curtis, Old Jewry-chmbe, Old Jewry, E.C.

PRESLEY, JOHN, contractor, Mexborough. Pet. March 1. March 19, at half-past two, at office of Sol. Fisher, Doncaster

PRICE, WILLIAM, grocer, Stockport. Pet. March 2. March 19, at three, at office of Sol. Sutton and Elliott, Manchester

PRICE, FRANK, brewer, Basinghall-st, London. Pet. March 1. March 16, at three, at office of Sol. Richardson, Scarborough

PAWSEY, ANN, butcher, Bath. Pet. March 3. March 21, at twelve, at the County Court office, 4, Abbey-street, Bath. Sol. Reed and Cook, Bridgewater

PEARSON, GEORGE, brewer, Snelinton. Pet. March 2. March 27, at eleven, at office of Sol. Fraser, Nottingham

PENSON, RICHARD, out of business, Reading. Pet. March 1. March 19, at one, at Anderson's hotel, Fleet-st, London. Sol. Day, Gresham-st

PICK, WILLIAM THOMAS, and IVIMY, CHARLES, printers, Brighton, Hastings, and Eastbourne. Pet. March 3. March 20, at twelve, at office of Messrs. Fenner, Hilton, and Gifford, 2, Gresham-bldgs, Guildhall, London. Sol. Freeman and Gell, Brighton

QUINN, MICHAEL, out of business, Gravesend. Pet. Feb. 16. March 15, at eleven, at office of Sol. Parry, Basinghall-st, London, E.C.

READ, PETER, blacksmith, Bredgar. Pet. March 2. March 19, at eleven, at office of Sol. Gibson, Sittingbourne

ROBINSON, THOMAS, builder, Seagrill, par. Egremont. Pet. March 2. March 19, at eleven, at office of Sol. Mason, Whitehaven

ROBINSON, GEORGE HENRY, draper, Stockton-on-Tees. Pet. March 1. March 16, at three, at the Inns of Court hotel, Holborn, London. Sol. Draper, Stockton-on-Tees

RARY, JOHN, builder, Wakefield. Pet. March 2. March 19, at two, at office of Sol. Kemp, Wakefield

REID, JOHN, blacksmith, Birkenhead. Pet. March 1. March 22, at eleven, at office of J. G. B. Mawson, public accountant, 8, Duncannon-st, Birkenhead. Sol. Anderson, Birkenhead

ROBINSON, FRANCIS, grocer, Leeds. Pet. March 2. March 21, at two, at office of Sol. Harle, Leeds

RUSSELL, JOHN, boot manufacturer, St. John's-rd, Hoxton. Pet. Feb. 28. March 19, at three, at office of Sol. Haigh, jun., King-st, Cheapside

SIMMS, JAMES, dairyman, Grafton-ter, Malden-rd, Kentish-town. Pet. March 2. March 24, at four, at office of Messrs. Reader, Auction Rooms, Temple-st, Aylesbury. Sol. Reader, Gray's-inn-sq, W.C.

SHEFFIELD, RICHARD, manager, Manchester. Pet. March 2. March 20, at three, at office of Sol. Messrs. Fox, Manchester

STEPHENS, SIMON, coal proprietor, Tonmawr, par. Baglan Higher. Pet. Feb. 28. March 15, at one, at the Townhall, Neath. Sol. Steele, Neath

SMITH, REV. HASKETT, clerk in holy orders, Anwick. Pet. March 1. March 20, at twelve, at the Bristol Arms hotel, Seaford

STRINGER, WILLIAM, out of business, South Mimms. Pet. Feb. 28. March 10, at three, at office of J. G. B. Mawson, public accountant, 8, Duncannon-st, Birkenhead. Sol. Anderson, Birkenhead

SUTHERLAND, CHARLES JAMES, ironmonger, South Shields. Pet. March 3. March 19, at three, at office of Sol. Duncan and Duncan, South Shields

THOMAS, THOMAS FANN, dealer, Taddington. Pet. Feb. 23. March 14, at twelve, at the Bell inn, Taddington. Sol. Stinson, Bedford

SAWYER, EDWARD, butcher, Theale, near Reading. Pet. March 1. March 19, at two, at office of Sol. Bowker, Gray's-inn-sq, London

SEDDOWICK, WILLIAM, agent, Wollaston. Pet. Feb. 28. March 19, at eleven, at office of Sol. Collis, Stourbridge

TOMPKIN, HENRY, furniture broker, Aberdeen. Pet. Feb. 27. March 17, at one, at office of Sol. Besser, Aberdeen

TURNER, SAM, WILLIAM, butcher, Sheffield. Pet. March 2. March 17, at twelve, at office of Sol. Patterson, Queen-st

THOROGOOD, HENRY, wholesale milliner, Caledonian-rd, Islington. Pet. March 2. March 20, at two, at office of Sol. Bolton, Gray's-inn-sq

THOMAS, WILLIAM, jun., stationer, Crutched-frigate. Pet. March 1. March 16, at three, at office of Sol. Bradley, Marks-lane

THOMPSON, GEORGE, sen., and THOMPSON, GEORGE, jun., boot-makers, Sevenoaks. Pet. Feb. 28. March 16, at two, at office of Sol. Turner, London-bridge Railway-approach, Southwark, London

THOMAS, WILLIAM, grocer, Treocky. Pet. March 1. March 19, at four, at office of Sol. Hollier and Williams, Pontypridd

WHALE, JOHN, grocer, Lea, near Malmesbury. Pet. Feb. 27. March 20, at four, at the King's Arms hotel, Malmesbury. Sol. Chubb

WILKINSHURST, JOHN, corn merchant, Uckfield. Pet. March 2. March 20, at a quarter-past three, at the Bear hotel, Lewes. Sol. Vinnall, Lewes

WOOD, JOHN, labourer, North Ormesby. Pet. Feb. 27. March 14, at eleven, at Pennyman's Arms, Cromwell-st, North Ormesby. Sol. Addenbrooke, Middlesbrough

WOODWARD, JOHN, general dealer, Killamash. Pet. March 1. March 19, at four, at office of George Edward Gee, 21, Fig Tree-la, Sheffield. Sol. Binn, Sheffield

WIDGON, JOHN, butcher, Chatham. Pet. Feb. 27. March 19, at one, at office of Sol. Shakespeare, Rochester

WORNHAM, THOMAS, glider, Chatham. Pet. Feb. 28. March 15, at three, at Anderson's hotel, Fleet-st, London, E.C. Sol. Wymond, Chatham

WALKER, WILLIAM, grocer, Leeds. Pet. Feb. 28. March 16, at three, at office of Sol. Malcolm, Leeds

WHALEY, WILLIAM, out of business, Thorne. Pet. March 1. March 20, at two, at office of S. H. Wright, accountant, &c., French Gate, Doncaster. Sol. Burdakin and Co.

WILKINS, JAMES, bookseller, Kingston-upon-Hull. Pet. Feb. 27. March 15, at two, at office of Sol. Clarke, Kingston-upon-Hull

WILLIAMS, HENRY, tailor, Crewe Town. Pet. March 1. March 19, at three, at Temple-chambers, Oak-st, Crewe Town. Sol. Cooke

WARWICK, ROBERT, the younger, confectioner, Malton. Pet. March 1. March 19, at eleven, at office of Sol. Bartill, Malton

## Orders of Discharge.

## BANKRUPT ESTATES.

Gazette, Feb. 23.

EDGE, JOSEPH BATCHELOR, innkeeper, Kidderminster

Gazette, Feb. 17.

OLDFIELD, WILLIAM, late innkeeper, Delph-in-Saddleshworth

ROBERTS, EDWARD CARR, hosiery manufacturer, Nottingham

Gazette, March 2.

KOPKINSON, GEORGE EDWARD, of Wotton

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

CLAY.—On the 6th inst., at 3, Gordon-street, Gordon-square, the wife of William Henry Clay, barrister-at-law, of a daughter.

COOK.—On the 1st inst., at Staresbrook, Essex, the wife of James Wm. Cook, solicitor, of a daughter.

CORP.—On the 7th inst., at Thornton Hill, Wimbledon, S.W., the wife of Alfred Evelyn Corp, of 4, Essex-street, Strand, and Kingston-on-Thames, Surrey, solicitor, of a daughter.

RAM.—On the 3rd inst., at Halesworth, the wife of Willett Ram solicitor, of a son.

## MARRIAGES.

MCCLAREN—POCHIN.—On the 6th inst., at the Friends' Meeting House, Westminster, Charles Benjamin Bright, solicitor, of Lincoln's-inn, barrister-at-law, to Laura, only daughter of Henry D. Pochin, of Bodnant Hall, Denbigh, and Barn Elms, Surrey.

## DEATHS.

BRAIKENBRIDGE.—On the 5th ult., at Bush Hill, Edmonton, Middlesex, aged 53, Frances Jane Braikenbridge, of Bartlett's-buildings, London, solicitor.

COLE.—On the 3rd inst., at 30, Rutland-gate, Hyde-park, aged 57 John Cole, Esq., a member of the Inner Temple since 1814.

HALL.—On the 5th ult., at 1, Victoria-road, Clapham-common, aged 67, Alfred Hall, late Chief Clerk in the High Court of Chancery.

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# PRUDENTIAL ASSURANCE COMPANY.

CHIEF OFFICES: 62, LUDGATE HILL, LONDON.

## SUMMARY OF QUINQUENNIAL REPORT,

FOR THE PERIOD ENDING 31st DECEMBER, 1876.

In valuing the business of the Company for the period ending 1871, the Carlisle Table of Mortality, with 3 per cent. interest, was adopted for both Branches. Since that time the Institute of Actuaries has published the result of its investigations into the mortality existing among assured lives, and the directors, desirous to obtain the latest experience on the subject, had no hesitation whatever in deciding to adopt the result of such experience for the valuation of the Ordinary Branch.

The only question requiring any serious consideration on their part was the rate of interest which should be assumed in the calculations, and after mature deliberation on the subject, the Directors resolved to adhere to the rate used on the previous occasion, viz., 3 per cent., and they therefore instructed the Actuary of the Ordinary Branch to value his policies by the Institute H<sub>3</sub> 3 per cent. Table, and with pure premiums only.

The effect of the adoption of these principles will be to increase the amount required to be held in reserve to a very considerable extent.

In the Industrial Branch the Directors have for some years recorded their own mortality experience, but they hesitated to use this until the results shall have been confirmed by still further experience, and they thought it inadvisable to adopt a table of mortality which had not been made public.

The various published Tables of Mortality were compared with the Prudential experience, and finding that Dr. Farr's English Life Table (No. 3) very closely approximated to their own experience, they preferred using it for the present valuation; and they were further induced to adopt this table from the fact that the results were deduced from the mortality of the population at large.

The instructions to the Actuary of the Industrial Branch were, therefore, to value by the English Life Table (No. 3), with 3 per cent. interest.

The Directors have had under consideration the anomalous results which would be produced by classifying the ages in the Industrial Branch according to the usual methods; and it was therefore resolved to adopt a different system, keeping the policies issued in each year distinct, and making a separate valuation for each year of issue.

They further instructed the Actuary to make separate valuations for male and female lives, and, as the first policies were issued by the Company in the year 1852, this involved the enormous labour of fifty separate valuations. He was also instructed, not merely to exclude negative values, but to provide a positive liability for every single policy in force. This has been done.

The reports of the Actuaries show that while the Assurance Fund on 31st December, 1876, amounts to ... £869,259

The Reserves required are—

Ordinary Branch ... ..	£404,835
Industrial Branch ... ..	356,736
	<hr/> £761,571

Showing a surplus of ... .. £107,688

The Directors have submitted the reports of their Actuaries to Mr. A. H. Bailey, to whose important report they beg to draw special attention.

During the five years the premium income of the Company has increased from £348,975 15s. 6d. to £1,063,821 14s. 4d., showing an increase of £714,845 18s. 10d.

The Assurance Fund, notwithstanding the charges incurred for extension expenses, has been increased from £354,438 13s. 1d. to £868,401 5s. 4d., showing an increase of £513,962 12s. 3d.

It may be interesting to the Share and Policyholders to be informed that the Valuation of the Business of the Company has been completed in six weeks from the time of closing the books on 31st December, 1876, and when it is borne in mind that the

number of contracts in the Ordinary Branch was 17,912, and in the Industrial Branch 2,643,665, the operation is one totally unexampled in the history of Life Assurance, and testifies in an unmistakable manner to the efficiency of the staff of the Company.

In conclusion, the Directors again congratulate the various connections of the Company upon its present satisfactory condition, and assure them that the very cautious principles which have hitherto guided them will continue to animate them in the future, and they rely on the cordial co-operation of every one interested in its welfare to help to advance the Company to a still greater position of prosperity.

TO THE DIRECTORS OF THE PRUDENTIAL ASSURANCE COMPANY.

GENTLEMEN,—

The Quinquennial Valuation of the liabilities of your Company, to the 31st December, 1876, a work far surpassing in magnitude any similar operation in the history of Life Assurance in this country, has been completed. During the progress of the work, I have from time to time inspected the various operations, and have now had submitted to me the results.

The business of the Company is divided into two branches, called the "Ordinary" and the "Industrial." These are henceforth, in pursuance of powers which have been obtained for that purpose, to be worked independently of each other, separate accounts being kept for each.

The total premium income of the Policies in force on the 31st December, 1876, was £1,063,821 per annum.

Of this, £83,245 belongs to the Ordinary, £980,576 to the Industrial Branch.

Of the former premiums, about 62 per cent. are payable annually, the remainder half-yearly, quarterly, and in a few cases monthly. The whole of the premiums of the Industrial Branch are payable weekly.

The liabilities of the Ordinary Branch have been estimated, as explained in Mr. Hughes' Report, the Assurances by what is technically termed an H<sub>3</sub> 3 per Cent. Pure Premium Valuation, the Annuities by the Government Experience, also at 3 per cent. interest. It will suffice to say that the effect of these processes is to subject the liabilities to a very stringent test, which I believe that the greater number of ordinary Life Assurance Companies could not bear.

In the Industrial Branch, the average amount assured by each Policy is £8 8s. 9d., and the average weekly premium rather less than 1½d.; the average rate of premium is £4 7s. 11d. per cent. per annum on the sum assured. Of the total premiums, 83 per cent. are payable on Policies that have been issued during the last five years; and of the remaining 17 per cent., more than one-fourth are for assurance on lives not exceeding 15 years of age.

In acquiring and carrying on such a business as this, heavy expense must necessarily be incurred. The cost of acquiring the business is met by the condition of the Policy stipulating that less than the full sum assured shall be payable if death occur during the first year of assurance; thus reviving in another form the practice of requiring an entrance fee. The cost of conducting the business is met by charging materially higher rates of premium than in the Ordinary Branch. Again, it is found by experience that many of these Policies are allowed to lapse after short periods; thus, of the Policies that were existing at the date of the last valuation, five years ago, about 58 per cent. only are now in force.

Attention is drawn to these peculiarities to show why the methods of valuation in common use, and which alone were contemplated by the Life Assurance Companies Act, are in my judgment not applicable to, and should not have been required for, such a business as this. Nevertheless, in obedience to the law, the enormous labour has been gone through of making a

## To Readers and Correspondents.

Anonymous communications are invariably rejected.  
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.  
All communications intended for the EDITOR (SOLICITORS' DEPARTMENT) should be so addressed, and similarly in the case of the EDITOR (LAW STUDENTS' DEPARTMENT).

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thing for invitations to be held out by the clerks of leaders on circuit to dispense with juniors. This is a mischievous practice, calculated to act injuriously upon the interests of the Bar.

VICE-CHANCELLOR HALL has been called upon to teach district registrars the limits of their jurisdiction. It appears that in matters in the Chancery Division the registrars have been assuming to appoint receivers, and to direct banking accounts to be opened and money to be paid in. The VICE-CHANCELLOR says that all such proceedings are irregular, and that money paid into such accounts and paid out will be so dealt with at the risk of everybody concerned, including the registrars. Some registrars have evidently been fondly imagining themselves to be Judges of the High Court.

The abolition of assizes is a mere matter of time. There are those who, with the LORD CHIEF BARON, may consider Surrey a "great and important" county, to which assizes are a necessity of existence, but the practical inconvenience of such assizes as have been held this year at Kingston is too great to allow of their continuance. And it has been very properly pointed out in connection with the Winter Assize Act, that if assizes can be dispensed with in the home counties, they can also be dispensed with in all counties within the radius of the farthest town in the farthest home county. The Bar and the solicitors suffer seriously by present arrangements. None but members of the South-Eastern circuit go to Kingston, but assizes have been going on at Huntingdon and Cambridge and Kingston contemporaneously. The Bar is therefore split, and at one town or the other suitors are placed in a difficulty. And there is no conceivable reason why civil causes belonging to Surrey should not be tried at Westminster. It is certainly remarkable that none of the legal gentlemen in the House of Commons think it necessary to bring before the House the glaring anomalies at present existing in our judicial system, together with the monstrous abuses prevailing at Judges' Chambers.

The new arrangements introduced by the Order in Council which was framed upon the Act passed in the last session of Parliament for centralising the trial of prisoners at winter assizes, do not appear to have given universal satisfaction. At the recent assizes held at Chelmsford the grand jury made a presentment to the effect that the Order in Council removing the Essex prisoners for trial at those assizes to the Central Criminal Court, was impolitic, and acted very injuriously to the prisoners, since they were both unable to procure the attendance of their witnesses and deprived of the means of properly defending themselves. If such were in truth the consequences that resulted from the operation of the Order in Council, a serious question might be raised, whether the ill effects of the new arrangements did not, at least in some circuits, more than counterbalance the benefits. Lord Justice BRAMWELL, to whom the presentment was made, stated that all he could say was that the presentment should be forwarded to the HOME SECRETARY, but at the same time he considered it right to observe that at present it was almost, if not quite, as convenient for the witnesses in the Essex cases to go to London as to come to Chelmsford. It is a satisfaction to the supporters of the new arrangement in its integrity to know that his Lordship did not see any objection to the cases at the winter circuit being sent to the Central Criminal Court, although he thought that it would probably be better if some arrangement could be made whereby all the Essex cases could be tried on a particular day. Such an arrangement is certainly very feasible, and if carried out would perhaps meet the objections urged in the presentment to which we have referred.

The practical importance of the decision of the House of Lords in *Clark (resp.) v. Adie (app.)*—a case determined on the 1st instant—is that it brings out strongly the relation existing between the licence of a patent, and the patentee, where questions of the validity of the patent are involved. The appellant was the patentee of a horse clipping machine; the respondent was a maker of the same kind of machines, to whom the appellant had agreed to grant a licence to manufacture machines under his patent, the respondent agreeing to pay a certain royalty upon each machine sold by him. Disputes having arisen between the parties, the appellant filed a bill for performance by the respondent of the agreement in question. Vice-Chancellor BACON granted the prayer of the bill, and an account was directed. A licence was executed under the decree, but on taking the accounts the respondent denied that he had ever made any machines under the licence, and contended that all those he had at any time made, as well as those he was engaged in making, were not within the limits of the patent, and, in fact, were not affected by the terms of the decree. The appellant thereupon took out a summons to surcharge the respondent on account of the horse clippers, which he alleged were made according to his invention. The appellant, on the other hand, produced certain documents in evidence which had been deposited in the Patent Office, consisting of American

## The Law and the Lawyers.

THE taking of silk by juniors generally causes some inconvenience to clients, and we fear it is unavoidable that other juniors should be instructed to replace them when this occurs. Such is now the established practice; but we observe that it was stated during a recent discussion before Vice-Chancellor HALL that "no leading counsel on circuit would accept a brief without a junior." Unfortunately this is not the case; it is not an utterly unknown

patents, as well as of some prior specification of English patents. The appellant objected to this evidence on the ground that it was inadmissible; the VICE-CHANCELLOR overruled the objection and dismissed the summons. The Court of Appeal, however, reversed the VICE-CHANCELLOR's decision, and held that on the principle that a licensee could not in any way dispute the validity of the patent, the evidence was inadmissible. The most usual way of stating the principle here involved is by saying that a licensee is estopped from disputing the title of his licensor. This is no new principle in our law. In *Doe d. Johnson v. Baytop* (3 A. & E. 188), the defendant asked leave of the person in possession to get vegetables in the garden, and having thus obtained an entrance, took possession of the house, claiming a title. The court held that the defendant was estopped from setting up such a claim. "In the case," said Mr. Justice PATTERSON, "of a person who has become tenant, there is no doubt as to the law. *Doe d. Knight v. Lady Smythe*, shows that he must give up possession to the party by whom he was let in, and then, if he, or anyone claiming under him, has a title *aliunde*, that title may be tried by ejectment. . . . The rule as to claiming title, which applies to the case of a tenant, extends also to that of a person coming in by permission, as a mere lodger or as a servant." So it has been held that if the patentee, in consideration of a royalty grants to another a licence to use the patent and the latter uses it, he cannot set up in answer to an action for the royalty that the invention was not new, or that the patentee was not the first inventor: (*Morton v. Brooks*, 7 H. & N. 499; *Crosseley v. Dixon*, 10 H. of L. C. 293.) It is rather superfluous at this stage in the history of the branch of law in question to seek a reason for the existence of such a rule, nor indeed is it necessary to do so. Its expediency appears to the most casual glance.

A SOMEWHAT curious illustration of the law of innkeepers' lien was afforded a few days ago in the case of *Powell v. Owen*, which was heard before the divisional court for hearing motions from the three common law divisions. Baron HUNDLSTON had made an order in chambers ordering the sale of three horses on which the defendants claimed a lien under the following circumstances: The plaintiff remained for some time at an hotel kept by a widow, and stabled his horses there. Upon the widow's death the defendants, her legal representatives, brought an action against the plaintiff for the amount of £30 14s. 3d., a debt alleged to have been incurred by him during his stay at her house. He replied that he was engaged to be married to the landlady, and was not a guest at the hotel, but was assisting her in its management. The defendants seized the horses in question, whereupon the plaintiff brought detinue for their recovery. Baron HUNDLSTON ordered them to be sold, as the plaintiff refused to accept them subject to the condition that he should bring the money into court to abide the result of the trial. It was contended on behalf of the plaintiff that Order LII., rule 2, was intended to preserve the subject matter of litigation for the successful party in the action, and although, under that rule, a Judge might order a party to pay the money claimed into court, and then have his property back, it was not compulsory on the party to pay into court. The rule in question enacts in terms that it shall be lawful for a Judge, on the application of any party to any action, to make any order for the sale, by any person named in the order, and in such manner and in such terms as to the Judge may seem desirable, of any goods, wares, or merchandise which may be of a perishable nature, or likely to injure from keeping, or which for any other just reason it may be desirable to have sold at once. After some rather humorous discussion the court came to the conclusion that the rule rescinding the order in question should be made absolute, and that the plaintiff should receive back two of the three horses, apparently on the ground that one of them was of sufficient value to meet the debt alleged to be due from the plaintiff. This result probably meets the merits of the case.

HAVING referred recently in these columns to two cases in which the Court of Appeal had refused to allow the arbitrary power of committing for contempt to be exercised, it may be useful to dwell briefly upon a more recent case, in which the circumstances fully justified such committal. In *Re Bennet and Glave, ex parte Close*, which case came before the Court of Appeal on the 9th inst., proceedings had been originally begun in the Leeds County Court. The debtor G. carried on business with B. as cloth merchants. He filed a petition for liquidation by arrangement in April 1875. To this the creditors assented, C. being appointed trustee. The trustee alleged that he had reason to suspect that the debtor had concealed and appropriated some bales of cloth which ought to have been sold for the benefit of the creditors, and that he had also received sums of money on the day on which he had filed his petition. The trustee accordingly took out a summons against the debtor in the Leeds County Court, calling upon the latter to answer in open court the charges referred to. The debtor appeared, but, acting upon the advice of his solicitor, refused to answer any questions, on the ground that

a trust the right to summon a liquidating debtor to

such an examination. The County Court Judge then made an order of committal for contempt of court, but respite its operation until the question of law might be decided. The CHIEF JUDGE discharged this order, and the Court of Appeal has reversed the latter order in its turn. Lord Justice JAMES pointed out that if the debtor would submit and answer the questions put, perhaps the County Court Judge would not send him to prison. This, however, was a matter in the Judge's discretion, and, as his Lordship observed, "if the County Court Judge was fit to be trusted with anything, he ought to be allowed to use his own judgment as to whether a committal was proper." This, however, must be taken merely as an expression of opinion. Lord Justice MELLISH agreed that the order of the County Court Judge should be upheld, but expressed an opinion that as a general rule the trustee ought to make application to the debtor for information before summoning him. This is sensible advice. In the previous cases the MASTER of the ROLLS had said that the jurisdiction in cases of contempt ought to be exercised only where there is no other remedy, and where the mischief would be irremediable; and again, he said, "it appears to me that the jurisdiction of the court in relation to contempt being arbitrary and unlimited, ought to be most jealously and carefully restricted. It should not be exercised by a Judge without the greatest care in seeing that there are no other means not thus arbitrary, of remedying the evil." These observations indicate in effect that the jurisdiction should not be invoked when other and less arbitrary remedies are at hand.

#### THE SCHEME OF LORD CAIRNS' BANKRUPTCY BILL.

THE principal feature of this measure is the abolition of liquidation and the revival of deeds of arrangement. Considering the enormous amount of litigation to which deeds under the Act of 1861 gave rise, this must be considered an unfortunate step, more particularly when it is remembered that sect. 28 of the Act of 1869 provides a convenient and simple method of taking estates out of bankruptcy for the purpose of enabling the creditors to wind them up. A debtor may present his own petition. The court, having made a "provisional order" on a petition, creditors are to be called together by the court. Being so called together, the creditors shall appoint a committee of inspection, not exceeding five in number, which committee is to appoint a trustee and receiver. Then the first general meeting may do any of three things: (1) Resolve upon a further investigation; (2) that the bankruptcy proceedings be stayed, and the property of the debtor be administered under a deed of arrangement; (3) that adjudication be made, and that the bankruptcy shall proceed. If a deed of arrangement is resolved upon it must be assented to by a majority in numbers representing three-fourths in value of the creditors of the debtor, and also by the committee of inspection. The court is empowered to confirm such deed or to set it aside if not made in good faith, or if the debtor has been guilty of certain offences specified. The creditors pending the proceedings may be called together in two ways: (1) by the trustee, by direction of the committee of inspection; (2) by the court, which may direct the registrar to preside at such meeting. The remuneration of trustees and receivers is to be by way of per centages, as follows:—

For each and every debt collected 5 per cent. on the first amount of £100, or any less sum; 2½ per cent. on the next amount of £400, or any less sum; 1 per cent. on the next amount of £1500, or any less sum; and ½ per cent. on all further sums.

For property realised 2½ per cent. on the first amount of £500 or any less sum; 1 per cent. on the next amount of £500, or any less sum; and ½ per cent. on all further sums.

On dividend 2 per cent. on the first amount of £1000, or any less sum actually divided; and 1 per cent. on all further sums.

The per centage on mortgaged property to be calculated only on the residue payable to the debtor's estate.

The committee of inspection may also allow, if they think fit, for the examination of the debtor's accounts, £5 where the estate realised does not exceed £100, with an addition of £1 per cent. for every sum realised beyond £100.

When the trustee or receiver sells the debtor's stock by tender he may further be allowed as follows:—Not above £400, £4 per cent.; after to £1000, £3 10s. per cent.; after to £2000, £3 10s. per cent.; after to £5000 £2 per cent.; above £5000 and upwards, £1 15s. per cent.

Expenses to be allowed, such as advertisements and printing, not exceeding £2, or at the discretion of the committee.

The committee of inspection may appoint a solicitor, but where the trustee or receiver is himself a solicitor he may contract to be paid a certain sum by way of per-centage or otherwise, as a remuneration for his services as trustee or receiver, including all professional services.

The provisions with respect to dealings with the property of the debtor are directed, and we think successfully, to getting rid of many of the difficulties which have hitherto arisen. For example, a creditor who has levied execution on the goods and chattels of the debtor, must sell before the filing of a bankruptcy petition if he is to make good his title to the proceeds. The "fraudulent preference" clause omits the proviso at the end of sect. 92 of the present Act.

Clause 128 is directed against the solicitation of proxies to



secure the appointment of trustee or receiver. Whenever such solicitation is proved, the court is to have power to disallow remuneration, notwithstanding any resolution of the committee of inspection.

### PRINCIPLES OF THE LAW RELATING TO MARINE INSURANCE AND GENERAL AVERAGE.

By F. O. CRUMP, Esq., Barrister-at-Law.

THE following paragraphs give the result of the decisions since the publication of the work bearing the above title in 1875. One of the main objects of a Digest or Code is to facilitate the modification of the law, and how easily this can be done where the law is stated in concise paragraphs in logical or alphabetical order will appear by reading what follows, and comparing it with the sections of the work itself:

#### ABANDONMENT.

[Sect. 23.]

##### ACCEPTANCE.

If the insurers say and do nothing, the conclusion is that they do not mean to accept the abandonment:

*Provincial Insurance Company of Canada v. Leduc*, L. Rep. 6 P. C. 224.

[The reference to the American law in this section may be expunged, there being now no difference between it and the English law.]

[Sect. 24.]

There will be a constructive acceptance of the abandonment if the insurers take possession of the ship, repair her, and retain possession for some time without informing the insured that they do so for purposes inconsistent with acceptance:

*Idem*.

NOTE.—It is hardly credible that in this case of *Leduc*, reported in 1874-5, a reporter should be found who thought it necessary to embody in his head note the statement of law as if only then established, that

"After the acceptance by the insurers of the abandonment of a ship they become liable as for a total loss."

#### BARRATRY.

[Sect. 139.] WHAT HAS BEEN HELD TO AMOUNT TO BARRATRY.

Knowingly violating the Kidnapping Act 1872 by carrying Polynesian labourers without a licence:

*Australian Insurance Company v. Jackson*, 33 L. T. Rep. N. S. 236.

#### CARGO.

##### INSURABLE INTEREST.

[Sect. 186.]

##### Vendee.

The vendee of a "cargo" to be loaded by the vendors has no insurable interest in the cargo until completely loaded, unless it appears by the contract of sale that it was the intention to pass the property in the cargo as loaded.

*Anderson v. Morice*, L. Rep. 1 App. Ca. 713.

[NOTE.—Pages xli. and xlii. of Addenda referring to this case to be cancelled.]

The insurance being effected by the vendee is only an uncertain indication of an intention to assume risk, and cannot extend the operation of the contract.

*Idem*.

##### LOSS.

##### TOTAL—CONSTRUCTIVE.

[Sect. 210.]

##### Sale.

A sale of a subject matter of insurance not necessitated by the happening of perils insured against, but ordered by a foreign tribunal within whose jurisdiction it has been thrown by such perils, for the purpose of repaying advances made to defray expenses incurred by reason of the captain's breach of duty in not transshipping the subject matter to its destination, does not entitle the assured to abandon:

*Meyer v. Ralli*, L. Rep. 1 C. P. Div. 358.

Damaged cargo being sold, the assured, by taking the proceeds, loses his right to abandon:

*Saunders v. Baring*, 34 L. T. Rep. N. S. 419.

##### RISK.

[Sect. 192.]

##### At and from.

In the absence of custom goods placed in a warehouse are not at risk under a policy "at and from A. to B., per ships and steamers, and thence per ship or ships to C., including the risk of transshipment, or landing and re-shipment, with leave to touch at all ports and places for all purposes."

*Australasian Agricultural Company v. Saunders*, L. Rep. 10 C. P. 668.

#### CONCEALMENT AND REPRESENTATION.

[Sect. 218, p. 87.]

Failure by a shipmaster to communicate to his owner the fact of damage having been sustained, which gives rise to an average loss, does not, in the absence of fraud, avoid the policy:

*Stribley v. Imperial Marine Insurance Company*, L. Rep. 1 Q. B. Div. 507. (Loss of anchor.)

[Sect. 252A.]

##### ELECTION.

A peril insured against having caused damage to the subject matter, the assured may elect to deal with it for his own benefit, or may abandon to the underwriters. What amounts to an election is a question of fact.

See *Stringer v. English and Scottish Marine Insurance Company* (L. Rep. 4 Q. B. 676); *Saunders v. Baring* (34 L. T. Rep. N. S. 419).

[NOTE.—In *Roux v. Salvador* (3 Bing. N. C. 266) Lord Abinger, in giving judgment, says, "The assured may preclude himself from recovering a total loss, if by any view to his own interest, he voluntarily does, or permits to be done, any act whereby the underwriter may be prejudiced in the recovery of that money. Suppose, for example, that the money received upon the sale should be greater than, or equal to, the sum insured; if the assured allows it to remain in the hands of his agent, or of the party making the sale, and treats it as his own he must take upon himself the

consequence of any subsequent loss that may arise of that money, and cannot throw upon the underwriter a peril of that nature" (p. 288)

As to electing to continue the voyage

See Mr. Benjamin's argument in *Potter v. Rankin* (L. Rep. 6 E. & I. 83).

#### FREIGHT.

##### DEFINITIONS.

[Sect. 255.]

##### Advanced freight.

Money paid pursuant to charter-party in advance is freight.

*Alison v. Bristol Marine Insurance Company*, L. Rep. 1 App. Ca. 209.

##### TOTAL LOSS.

[Sect. 265.]

##### Loss of cargo.

A charter-party provided that one-half the freight of a cargo should be paid in cash on signing bills of lading, and the remainder on right delivery of the cargo. Half the cargo was lost, and the residue was delivered without any further payment of freight. The underwriters on freight were held liable to pay a total loss of the half freight.

*Alison v. Bristol Marine Insurance Company*, L. Rep. 1 App. Ca. 209.

[This reverses the decision noted in the Addenda, p. xliii.]

[Sect. 337.]

##### MASTER.

Add to the references at the foot of the page (187) *The Patria* (L. Rep. 3 A. & E. 436).

[Sect. 338.]

##### Authority to sell or hypothecate the vessel.

Extreme (or stringent) necessity means the existence of such circumstances as after sufficient examination of her condition, after every exertion in his power within the means at his disposal, to extricate her from peril, or to raise funds for her repair, leave him no alternative but to sell her as she is.

*The Cobequid Marine Insurance Company v. Barteaux*, L. Rep. 6 P. C. 319.

If the master come to the conclusion to sell hastily, either without sufficient examination into the state of the ship or without having previously made every exertion in his power with the means at his disposal to extricate her from the peril, he will not be justified in selling, even though the danger at the time appear exceedingly imminent.

*Idem*.

#### MUTUAL INSURANCE ASSOCIATION.

[Sect. 350.]

##### Stipulation.

If the effect of any stipulation is to prevent either party enforcing his right by action in the courts, such stipulation is invalid, and either party may proceed by action, as no such stipulation can deprive the courts of their jurisdiction:

*Edwards v. Aberayron Mutual Ship Insurance Society*, L. Rep. 1 Q. B. Div. 563; *Scott v. Avery*, 5 H. of L. Ca. 811.

#### POLICY.

##### Statements.

[Sect. 375.]

The policy should state—

(8) The subscription of the underwriter.]

A subscription by managers of a society, "per procuration of the several members," is not a compliance with the Act:

*Arthur Average Association*, L. Rep. 10 Ch. 542.

[Sect. 388.]

##### Assignment Clause.

To be effectual an assignment must take place before the interest of the assignor in the subject matter insured has ceased.

The right given by the statute to sue in the assignee's own name only applies in cases where he could have sued in the assignor's name:

*North of England Oil Cake Company v. Archangel Insurance Company*, L. Rep. 10 Q. B. 249.

#### REINSURANCE.

[Sect. 401.]

##### How effected.

An underwriter of a policy "on goods" may reinsure by the same description, and the policy need not be expressed to be a reinsurance:

*Mackenzie v. Whitworth*, L. Rep. 1 Ex. Div. 36.

[Sect. 461.]

##### SUING AND LABOURING.

[NOTE.—*Meyer v. Ralli* (L. Rep. 1 C. P. Div. 358) proceeds upon the lines laid down in the cases cited at the top of page 294, and here we have another reporting curiosity, the Common Pleas reporter having set out in the headnote the effect of those decisions which the judges simply applied in *Meyer v. Ralli*.]

#### WARRANTIES.

[Sect. 494.]

##### SEAWORTHINESS.

*Semble*, where a policy is for a voyage limited to a particular time there is an implied warranty of seaworthiness.

Per Lord Coleridge, C. J., in *Dudgeon v. Pembroke*, L. Rep. 1 Q. B. Div. 96.

[The judges differed so remarkably in this case that it is of very little value as an authority.]

#### PROCEEDINGS AGAINST PROMOTERS OF PUBLIC COMPANIES.

THE decision of the Common Pleas Division in *Twycross v. Grant* is destined to be the source of a fearful amount of litigation. We have received the following communication and accompanying papers:

TO THE EDITOR OF THE LAW TIMES.

*Twycross v. Grant*.

SIR,—I quite agree with the view taken by your correspondent, "A Solicitor of Twenty Years' Standing," in your number of the 3rd instant, as to the grave position in which many of my professional brethren stand if through the non-insertion in prospectuses of certain contracts, which for the last ten years have been considered by both the Bar and solicitors, with few exceptions, as not required to be set out, our clients have incurred pecuniary penalties of ruinous amounts, which they may attribute to having acted under legal advice.

With every respect for Lord Coleridge and his decision in the *Lisbon Tramways* case I think his conclusions totally wrong.

The intention of the 38th section was simply to have a permanent record in hard and fast lines of all contracts which were intended to be binding

on the company at the time of the subscription of the share capital and nothing more. The section was not intended to go beyond this.

Within my own knowledge scores of companies have been formed during the last eight years, every one of which is exposed at this moment, though got up with the most *bona fide* purposes by persons of undoubted position, to be broken up by the sea of litigation which I know is only waiting for the final decision on appeal in the *Lisbon Tramways* case.

Should Lord Coleridge's decision be upheld, I dread to think of the ruin and misery which will be brought upon a great number of persons of unimpeachable reputation, whose only fault and crime may possibly be having followed the advice of their professional advisers, both solicitors and counsel.

Already, I regret to say, the solicitor who represents Mr. Twycross is sending out circulars pointing out the decision in the *Lisbon Tramways* case, and suggesting to a body of shareholders in another company that they have similar remedies in respect of the company in which they hold shares. I enclose such a circular, which has been sent to a friend of mine.

This is only the beginning of letting out water, and is analogous to what occurred in 1845 and 1846 with reference to suits against provisional committeemen, when thousands of actions were let loose and decided against the committeemen, until, I believe, a judgment of the House of Lords in their favour put an end at one stroke to the whole of the litigation.

It is absolutely necessary that something should be done for the protection, not of the guilty, but of the innocent. For the guilty the laws are amply sufficient: for the innocent, who by hundreds have believed they have acted in a legal manner, but who, now it is sought to be made out by a new, and, in the opinion of many, strained, construction of the law, that they have not done so, that protection is required; and I venture to suggest as a practical solution that the Companies' Amendment Bill, brought in by Sir Henry Jackson, Q.C., M.P., should be referred to a select committee of the House of Commons, with a view to their taking evidence as to the practice since the passing of the Act in the year 1867, and to enable them, by the light of the information which they will obtain, to suggest clear provisions for the future with, if they are satisfied, as I feel certain they must be, as to what has been the universal practice for the last ten years, a protective clause of indemnity for all past transactions, which should be inserted in the new Bill on their recommendation.

I have to apologise for the length of space of this letter, but the importance of the subject to all professional men who have had to advise in company business must be my excuse.—I am, sir, your obedient servant,

A SOLICITOR OF NINETEEN YEARS' STANDING.

March 14, 1877.

TO THE SHAREHOLDERS OF THE NANTYGLO AND BLAINA IRON WORKS COMPANY, LIMITED.

Gentlemen,—On the other side I send you copy of the opinion of three eminent counsel, by which it will be seen that there is every reason to expect that all original shareholders who took shares on the faith of the prospectus can recover back the money which they have paid by proceedings against Mr. Albert Grant and Mr. Carlton (Mr. Richardson having died).

The purchase-money to be paid for the property as stated upon the prospectus was £650,000 (subject to a mortgage) of which £400,000 was to be paid in cash, and £250,000 in ordinary shares, but I have recently discovered that out of this £650,000 no less than £312,500 was (by previous agreements undisclosed in the prospectus, and not known to the shareholders) received by Messrs. Grant, Carlton, and Richardson, making the purchase-money very nearly double what it ought to have been. Under similar circumstances (though not so strong as in the present case) the full Court of Common Pleas has within the last few days decided, in *Twycross v. Grant*, that the defendants are liable to refund to each original shareholder the full amount paid upon his shares.

Counsel having advised that proceedings should be taken, it will be necessary for each original shareholder who is desirous of recovering the money he has paid upon his shares to commence an action without delay, otherwise he cannot succeed; but it is believed it will be unnecessary to try more than one action.

Under these circumstances it is clearly to the interest of the shareholders that they should combine and subscribe to a common fund to defray the expenses to be incurred in connection with the matter, and each shareholder who is desirous of taking such proceedings should fill up and return the enclosed authority on or before the 10th March inst., together with a cheque or post-office order for £5 per share, crossed to the Union Bank of London.

As after six years all right of action is barred by the Statute of Limitations, and as it is now nearly six years since this prospectus was issued, there is no time to lose in commencing proceedings, and any further information or particulars you may require shall be immediately furnished to you on your communicating with me by letter, addressed to the office of my solicitors.

A committee of shareholders will be duly formed without delay, under whose directions and supervision all proceedings will be conducted.—I am, Gentlemen, your obedient servant,

F. H. DEANE, Eastoot, Watford.

THE NANTYGLO AND BLAINA IRONWORKS COMPANY (LIMITED.)

Joint opinion of J. NAPIER HIGGINS, Esq., Q.C., The Hon. A. H. THESIGER, Q.C., and F. MEADOWS WHITE, Esq., Q.C.

Under the circumstances stated in this case, from which it appears that Messrs. Grant, Carlton, and Richardson secured to themselves, without the knowledge or consent of the shareholders, a profit of something like £312,500 in cash and shares, we are clearly of opinion that

1. The contracts of 10th July 1871, between the Baileys and Carlton and Richardson were contracts within the 38th section of the Companies Act 1867. This fact would be of itself sufficient to make the prospectus which contains no such reference to these contracts as is required by the Act fraudulent within the meaning of the section, and it becomes therefore unnecessary to determine whether the contract of the 25th July is in the same category. But there is beyond this strong evidence of fraud, among which may be specially mentioned the contract of the 25th July 1871, the making and suppression of which, even if it were not a contract within the 38th section, would be circumstances most suggestive of fraudulent collusion between Messrs. Grant, Carlton, and Richardson.

2. We are of opinion that Messrs. Grant, Carlton, and Richardson were promoters within the 38th section.

3. We are of opinion that an action can be maintained against Messrs. Grant, Carlton, and Richardson by any persons among the classes of shareholders indicated in the next answer.

We are clearly of opinion that the original allottees of any of the

5000 Preference Shares, who took their shares on the faith of the Prospectus, are entitled to maintain an action founded simply on the 38th section; that both they and the shareholders who originally took any of the 1500 Ordinary Shares directly as allottees, on the faith of the prospectus issued by Messrs. Shorter and King, are entitled to maintain an action on the ground of fraud apart from the special provisions of the 38th section, and in addition to this it may be well contended that the prospectus issued by Messrs. Shorter and King would also fall within the language of that section, although our opinion upon this last point is not quite so clear as it is in the case of the allottees of the 5000 preference shares.

5. It will be for the jury to say what damages have resulted from the taking of the shares and payment of £100 for them. If they are worthless and unsaleable the measure of damages would be the full price paid for them, even though they might be nominally quoted at 30. The true measure of legal damages would, however, appear to be the difference between the money paid for them and their real pecuniary value at the time of the estimate made by the jury on the materials before them: but it might be contended on equitable grounds that there ought to be a full indemnity on the footing of the rescission of the contract, the allottees giving up the shares on being repaid the sums which they have paid with interest. We advise an action to be brought by any shareholder of the classes named as entitled to sue, provided that he had no notice of the truth of the case or of the existence of the contracts above referred to. In such an action Grant, Carlton, and Richardson should be defendants.

The statement of claim might not only be based on the 38th section, but also might set forth one or two of the most prominent misrepresentations, which can most easily be proved. Upon the statements submitted to us, the plaintiffs comprised in the categories above specified would seem to have a clear case, and ought to recover a verdict.

THE NANTYGLO AND BLAINA IRON WORKS COMPANY LIMITED.

I herewith inclose being a subscription of £5 per share on shares originally allotted to me in the above company, and I request Messrs. Mercer and Mercer to commence an action on my behalf against Messrs. Albert Grant, and James Carlton, for the recovery of the amount paid on my shares.

Dated this day of 1877.

Full name .....  
Address .....  
Signature .....

[Private and Confidential.]

THE NANT-Y-GLO AND BLAINA IRONWORKS COMPANY, LIMITED.

4, Norfolk-street, Manchester, 5th March, 1877.

Several letters from shareholders have been received by the directors, desiring advice on the course they should pursue in regard to a circular issued by Mr. Deane, accompanied by counsel's opinion upon the liability of Messrs. Albert Grant and James Carlton to the shareholders of this company.

The shareholders are aware that they have authorised the directors to commence legal proceedings against the two defendants, and that the case has been before the court for the past three years.

The case was ultimately fixed for hearing on the 23rd Jan. last; but on that day the defendants prayed for further time, which was granted by the court. No special day was appointed for the hearing, but the directors have felt no doubt that it would come on during the present term.

In the meantime, Mr. Deane, a shareholder, has taken individual action, of which the directors have had no knowledge whatever until the receipt of letters from shareholders to-day.

There can be no doubt that the important decisions of the courts in *Twycross v. Grant* (*Lisbon Tramways*) and the *New Sombrero Phosphate Company v. Erlanger*, have immensely raised the hopes of the directors as to the issue of this company's suit; but the directors think they have quite enough on hand with one great chancery suit without becoming a party to a second, and they must, therefore, leave each shareholder to the free exercise of his own judgment as to his course of action on Mr. Deane's circular.

W. WEST, Secretary.

1, Copthall-court, Throgmorton-street, London, E.C., 10th March, 1877.

NANTYGLO AND BLAINA IRON WORKS COMPANY (LIMITED).

SIR,—Our attention has been called to a circular issued by the secretary on the 5th instant, in reply to which we are instructed to say that the chairman of the company, Mr. Mason (who is, we believe, the only original shareholder on the board) had a copy of our clients' circular sent to him on the 3rd instant.

Referring to the proceedings now pending by the directors in the name of the company, they cannot be productive of any direct benefit to the original shareholders who took their shares upon the faith of the prospectus, because any money recovered in that suit would first belong to the debenture holders and other creditors of the company, and the balance, if any, would doubtless be required for working expenses, and the shareholders (not original allottees) who have bought at a small price would also participate in any surplus.

On the other hand the individual actions now proposed to be taken on behalf of such shareholders who co-operate will in the event of success entitle each such shareholder to recover the full amount he has paid on his shares, both preference and ordinary, under the 38th section of the Companies' Act 1867, which is as follows:

"Every prospectus of a company, and every notice inviting persons to subscribe for shares in any joint stock company, shall specify the dates and the names of the parties to any contract entered into by the company, or the promoters, directors, or trustees thereof before the issue of such prospectus or notice, whether subject to adoption by the directors or the company, or otherwise, and any prospectus or notice not specifying the same shall be deemed fraudulent on the part of the promoters, directors, and officers of the company knowingly issuing the same, as regards any person taking any shares in the company on the faith of such prospectus unless he shall have had notice of such contract."

Several shareholders have already signified their adhesion to the proceedings, and, if a fair proportion contribute, there will, no doubt be ample to cover all expenses. At any rate, no shareholder will be liable for more without his further consent.

Should a sufficient sum not be subscribed to meet all probable future expenses, those already received and to be received will be returned in full.

In conclusion we would remind you that after six years from the issue of the prospectus, all right of action is barred.—Yours faithfully,

MERCER AND MERCER.

## LEGISLATION AND JURISPRUDENCE.

## HOUSE OF COMMONS.

Thursday, March 8.

## JUSTICES' CLERKS' BILL.

The House went into committee on this Bill.

Clause 1 was agreed to. On clause 2,

Mr. FRESHFIELD said the clause provided that the Secretary of State might, with or without the consent of the local authority, order that the payment of a clerk might be by salary in lieu of fees, and might also fix the amount of the salary. That provision might operate very hardly on some of those existing officers, who, in the majority of cases, received very small payments; and, therefore, he proposed to qualify it by the insertion of words declaring that the amount of the salary in the case of a clerk appointed before the passing of this Act should not be less than the average amount of the fees which he had received during the preceding three years. The hon. gentleman then moved the amendment of which he had given notice to the effect above stated.

Sir H. SELWYN-IBBETSON thought the hard and fast life which the amendment would draw would be exceeding prejudicial. In many cases the services of a perfectly efficient clerk at an adequate salary could be obtained for a less sum than an average of the fees received within the last three years. The effect of the amendment would be to give fabulous salaries in some cases. At Liverpool he believed the average would amount to £13,000 or £14,000 a year. Holding, as he did, the opinion that the justices ought to be allowed to make their contract with the man who was to serve, he would ask the committee not to accept the amendment.

After a few words from Mr. GRANTHAM, the amendment was withdrawn.

Mr. GRANTHAM then moved an amendment to the effect that clerks might be paid the three years' average, except in cases where the Secretary of State certified to the local authority that a smaller salary might be given.

After remarks from Mr. GOLDSMID, Mr. KNOWLES, Lord ESLINGTON, and Mr. PAGET,

Sir H. JOHNSTONE moved that the amendment be amended by leaving out the word "to" in line 8 in order to insert in lieu of it the words "on the application of."

Sir H. SELWYN-IBBETSON thought the most reasonable thing to do would be to allow the present provision of the law to remain in force. The clerk was at present absolutely the servant of the Bench of magistrates, and he thought Parliament out not to say that they must not fix the salary. The magistrates were forced to procure the services of a competent man for their own protection.

Mr. COURTNEY pointed out that this was not a question of a new contract, but that it related to men who were already in possession of their offices. He strongly supported the proposal that not less than an average of three years should be secured to the clerks.

After observations from Mr. WHALLEY, Mr. PELL, and Mr. DODSON,

Mr. GRANTHAM said he was willing to adopt the form of amendment as proposed by the hon. baronet the member for Scarborough.

The words proposed by Sir Harcourt Johnstone having been inserted, the Committee divided upon the amendment in its altered form. The numbers were, Ayes 86, Noes 150, majority against the amendment, 64. The clause was then agreed to.

On Clause 4, Mr. GRANTHAM moved to add words providing that Justices of the Peace before dismissing a clerk should, if the clerk so desired, send their reasons for such dismissal to the Home Secretary.

After some conversation the amendment was negatived without a division. Mr. MACDONALD moved to report progress. The Committee divided, and the numbers were—Ayes 8, Noes 192, majority against reporting progress 184.

Lord KENSINGTON moved as an amendment to insert words providing for exceptional circumstances in connection with the town of Haverfordwest.

The Amendment was agreed to, and the Clause, as amended, added to the Bill. The Open Spaces (Metropolis) Bill, as amended, was considered and agreed to.

## WINTER ASSIZE ACT.

At Chelmsford Assizes the grand jury made the following presentment:—

"We, the gentlemen of the grand jury, take this opportunity of presenting to your Lordship, and through your Lordship to Her Majesty's Secretary of State for the Home Department, the views which we entertain (and which we believe to embody the opinions of the county at large) with reference to the working of the Winter Assize Act, 1876, and the Order in Council of 23rd Oct. 1876, namely, while not ignorant or regardless of the evils which that Act and Order were

intended to meet, we consider that the trials of prisoners at the Central Criminal Court for offences committed in this county beyond the district of that court have been found to be the source of the greatest possible inconvenience to all persons engaged in such trials; that prosecutors and witnesses, and solicitors or their clerks, have been compelled in many cases to travel unnecessarily long distances, and have been kept waiting in London for many days together before the cases in which they were engaged have been heard, to their great personal inconvenience and loss both of time and money. That prisoners have been unduly prejudiced in their defences by the increased difficulty in securing the attendance of their witnesses. That country witnesses especially, from their being unacquainted with London, are exposed to great inconvenience and risk of imposition, detained as they must be in lodgings till the cases come on. That had the Central Criminal Court exercised its power of summoning jurors from all parts of the county, the above grievances would have been considerably increased. That the speedy trial of prisoners should not in the interests of justice be accompanied by the unnecessary increase of the burden cast upon prosecutors. That our county town on the whole is far more accessible for all parties than London. We consider, if we were to be silent on this occasion, our silence might be misconstrued.

This presentment was signed by fifteen out of twenty-three of the grand jurors; and, after full discussion,

BRAMWELL, J. A., said he would forward the presentment to the Home Secretary, to whom it was most proper to send it, as he was the author of the Act to which they took exception, and he was sure that it would receive every attention; and if the Secretary of State should be convinced by their reasoning, he was candid enough to admit it, and had power to apply a remedy to the evils of which they complained. It is no part of my duty, said the learned judge, to defend what he has done; but I should not like it to be supposed, as it might be if I was silent, that I had not got an opinion on the subject, or that I did not value yours; and, indeed, there is this additional reason for my saying something on the subject—that, before the Home Secretary prepared the measure, he consulted all the judges, and that I expressed an opinion that such a measure ought to be passed, so that, if my opinion had any weight with him, I am in a sense responsible for it, and I should like to tell you why I entertained that opinion, and why, with all respect to you, I entertain it still. No doubt it is desirable that criminals should be tried as near as possible to the places where the offences were committed. Witnesses are generally to be found there, and the trials are more impressive when they are held in the neighbourhood. If it costs nothing, neither trouble, nor time, nor expense to bring together the grand jury and the petty jury, and all the judicial retinue, it might be good to have assizes, not only here, but also at Colchester, Harwich, and other places. But that is impossible, and what you probably would suggest is that there should be more frequent assizes at Chelmsford. But how many assizes do you suggest should be held? There are already winter assizes, besides the spring and summer. But if a man is committed for trial in December, after the winter assizes are over, he must still be imprisoned until the assizes are held here in March; and if he is committed after the spring assizes are over here, he must still be imprisoned until the summer assizes in July. He may be innocent—some of the prisoners are so—and even if he be guilty, he may be worthy only of so light a punishment that it will be a grievous hardship that he should be kept in prison for three months, in addition to which you have prisoners kept for months idle at the expense of the county. Now, what is to be done? Are you to have four, or five, or six assizes a year, instead of three? It does seem strange when there is a tribunal sitting constantly for the trial of prisoners, month by month, that the prisoners should not be tried there. Half the county is as accessible to London as to Chelmsford, and some parts of it more so. You urge that it is uncomfortable to have to go up to London and wait there; but, as to half the county, it is greater trouble to come here. You say that parties are kept waiting a long time at the Central Criminal Court, and that is, indeed, much complained of by the people of Middlesex and London, and I should think it might be remedied, as, for instance, by providing that the Essex cases should be taken on a certain day. You say that prisoners have been unduly prejudiced in their defences through the difficulty of obtaining the attendance of witnesses; but I should like to ask you in how many cases this could be proved. I have no doubt you have been told so, but I have great doubts if it is so. I believe that if you were to examine into these cases you would find some reason for doubting them. However, what I have said is thrown

out for your consideration, and that you may know on what grounds my opinion was framed. The question is how to obviate the cost of keeping prisoners in gaol several months before trial. If there was not such ceremony about it, if the assizes could be held here as the sittings are at Guildhall or Westminster, the judges simply coming down and taking their seats and beginning business, it would be easier to hold frequent assizes; but there are commission days and ceremonies of various kinds, which involve a great loss of time. It was made a matter of complaint the other day that we did not have a commission day at Hertford, where it is no more wanted than at Guildhall or Westminster. Where is the difference? Yours is a metropolitan county. These observations, however, I again say, are only thrown out for your consideration, and, for myself, all I can do is to forward your presentment to the Secretary of State, as I shall certainly do, and I have now only to thank you for your services and to discharge you.

## SOLICITORS' JOURNAL.

*Pressure on our space necessitates our holding over much matter connected with this Department, till next week.*

MR. CROSS has promised to introduce this session a Bill, already prepared by the Government, for the purpose of improving the law relating to coroners and coroner's inquests. Solicitors who are coroners—and these appointments are, for the most part, held by solicitors—will do well to keep a watchful eye on this proposed legislation, or they may, from what we hear, suddenly find their interests seriously interfered with. Promiscuous letters to different members of Parliament to oppose an objectionable Bill are not half so effectual as united action.

THE more we look into the matter, the more we are convinced of the objectionable character of two provisions in the Justices' Clerks' Bill, which Bill has practically passed the House of Commons, and only waits the approval of the Lords to secure its passing into law. One point is that of the clause which proposes to qualify the clerks of magistrates' clerks to fill the office of legal adviser to justices of the peace. This will work an innovation of a serious character, as we pointed out in our last issue. Then as to the mode by which the future salaries of magistrates' clerks are to be fixed, it will, in many cases, work a distinct injustice. There never was a more unfair piece of legislation. It will be the means of admitting unqualified persons into one of the most important and responsible offices connected with our Profession. The solicitors' profession has to contend with invaders on both sides—barristers one way and unqualified persons the other. Now as to the point of fixing the salaries. The result of the proposed enactment will be that town councils in boroughs will fix small salaries—such as will not be worth the acceptance of solicitors of high standing and professional ability, local authorities thus making the most they can out of the surplus fees. The introduction of very unfit persons to the office of justices' clerks must be the inevitable result, and the administration of justice will suffer. How can magistrates expect high class and competent advisers in this state of things? In counties the clerks will be better off. There the salary will be fixed by the justices in quarter sessions, and the clerks will be tolerably safe in most cases. It is in cities and boroughs where the injustice will be done. Sir H. Selwyn-IBBETSON said on Friday night last week that the justices should make their own compact with their clerk as to salary. He must be totally ignorant of the fact that the town council has that right in all cities and boroughs throughout England and Wales. If it rested with the justices there would not be so much chance of the proposed clause working injuriously to public and professional interest. We hope these matters will be more fully considered in the Lords, where we trust Mr. Grantam's proposed amendment in the Commons will be adopted. His suggestion was to the effect that no clerk holding office at the time of the passing of the Act should receive a less salary than the average annual amount of fees earned by him or his predecessors during the three years ending Dec. 31, 1876, except in those cases in which the Secretary of State certifies that a less salary may be given, while Sir Harcourt Johnstone proposed to alter the amendment by substituting the words "on the application of the local authority," for "to the local authority"; but Sir H. Selwyn-IBBETSON objected to the hard and fast line which was sought to be imposed by the amendment. The magistrates, he said, would probably adopt the average of the previous three years as the basis of payment, but they should not be compelled to do so. We are sorry Mr. Leonard Courtney's advi-

not taken. He said he was not disposed to unduly uphold vested interests, but at the same time would like to secure to a man that which he had been accustomed to receive. If the salary of a clerk were made dependent on the caprice of the magistrates, a most undesirable element of uncertainty he said, would be introduced, and this will be worse in the case of town councils. The Attorney-General represents the Bar in the House of Commons. Solicitors have no representative there, and the interests of magistrates' clerks are, therefore, not likely to be looked after.

MR. G. B. GREGORY (an ex-President of the Incorporated Law Society) has lately asked a very proper question in the House of Commons upon the subject of the practice of the Bank of England authorities in regard to not receiving certificates of death as proof thereof, and in reply the Chancellor of the Exchequer said "he was aware that the Bank of England refused to accept the certificate of the Registrar-General as proof of the death of a party in whose name Government stock was standing; and that they did so in order to protect themselves against certain classes of fraud. They would, however, accept a certificate of burial as sufficient." This practice (not insisted upon in any other public department) has long proved of much inconvenience to solicitors in the ordinary dispatch of the business of their clients, who have died possessed of Government stocks and funds. Persons entitled to dividends on such funds were formerly required to attend and receive the same, but such dividends are now sent through the post, and it is only an uncalled-for crotchety which prevents the official certificate of death from being received in the same establishment, as evidence of death. It might as reasonably be said that five pound notes would not be received in payment at the bank lest such notes may turn out to be forgeries, which sometimes happens to be the case. At any rate, the certificate of death made and exhibited to a short affidavit to be made by the solicitor acting in the matter, and confirming the death, should be sufficient. To procure a certificate of burial often entails delay and unnecessary expense, and sometimes much difficulty.

A new Law Society has been established it seems.—The following is the prospectus and circular letter which a firm of city solicitors have been good enough to forward to us:

Established 1874, British and Continental Law Society, Charles Keene, Manager, 15, Maitland Park-villas, Haverstock Hill, London, W.7. Notice Agents in Manchester, Birmingham, Wolverhampton, Edinburgh, Dublin, Cork, Belfast, Paris, Dunkirk, Brussels, Antwerp, Vienna, New York, Melbourne, &c. I am instructed by Mr. of to apply for an immediate settlement of his claim against you, amounting to £ for goods supplied, and unless the above amount be forwarded to our office on or before Monday next, the instant, further proceedings will be taken to attach your salary. Claim expenses 6s. 8d. &c. I am, your obedient servant, Charles Keene.

We have received other similar printed circulars purporting to come from the same quarter, and one of our correspondents inquires—"Is there any means of getting this document brought within any protective statute? You will see the nature of the threat used, and the claim for 6s. 8d. expenses. We may add that the alleged creditor and debtor (as named in the circular) are both in good positions." We are of opinion that the use of the words "Law Society," the adoption of the professional fee of 6s. 8d., and the threat of attachment, bring the case within section 12 of the Solicitors' Act, 1874. It is one of the worst cases of the kind we have seen, and if solicitors don't investigate the matter, and make known whether this alleged Law Society does really exist or not, and who are the lawyers connected with it, they deserve to be overrun by these quasi lawyers.

THE attention of solicitors was in our last issue (page 339) directed to the provisions in the rules of the Supreme Court as to notice of trial being given after the pleadings are closed. It is very evident that the practice is largely obtaining in the Chancery Division of going to trial without any pleadings, and this is a course which might with advantage be more frequently followed in the other divisions. But in such cases, there being no pleadings, the Chancery registrars consider, and it is so ordered, that the action must be set down on motion for judgment under Order XL., rule 1. It seems uncertain as to whether this mode of procedure may be taken as applicable to the other divisions. In our last issue we published some new directions issued by the Chancery judges as to the steps to be taken for the purpose of bringing on a motion for judgment.

MR. GEORGE F. FOXWELL, solicitor, who was admitted in 1863, has been appointed by the Lord Chancellor, the deputy coroner for Great Hadham, Herts.

## CHANCERY DIVISION. (Before Sir CHARLES HALL, V.C.)

Saturday, March 10.

Re SMITH'S ESTATE—HUTCHINSON v. WARD.  
District registrar—Jurisdiction.

THIS was an administration action commenced in the Bradford District Registry, and all the proceedings up to and including notice of trial had been taken in that registry. Notice had been given for trial of the action before the Vice-Chancellor in London, and it now came on accordingly.

Morsehead, for the plaintiff, called the attention of the court to the 64th section of the Judicature Act of 1873, and to the Rules of Court 1875, Order 35, rule 1, and to his lordship's decision in *Irlam v. Irlam* (L. Rep. 2 Chan. Div. 608), and submitted to the court the question whether, having regard to the rule 1A added to Order 35 in June last, subsequently to that decision, this action ought not to be heard at Bradford.

Newton Smart, for the defendant, raised no objection to the hearing being before the Vice-Chancellor.

HALL, V.C., held that, notwithstanding the recent rule 1A of Order 35, the cause had been properly set down for judgment before him.

In the course of the hearing,

THE VICE-CHANCELLOR said that he had seen lately that district registrars had in many instances adopted the course of themselves appointing receivers, and of directing banking accounts to be opened and money paid into those accounts. He desired it, however, to be known that such proceedings were irregular, and that in any case which might come before him he should so treat them; and, further, that moneys paid into an account in pursuance of an order made by a district registrar only would be so paid at the personal risks of everybody concerned, including the district registrars themselves. His Lordship also said that the district registrars were not to take accounts directed by judgments pronounced by a judge in actions commenced in the district registries, unless the judgment specially directed them to do so.

RAYMENT v. DIMBLEBY.

Counsel—Junior taking silk—Practice.

DURING the opening of this case, which is the hearing of a suit with reference to the division of commissions upon the sale of an estate, a point of some interest arose as to the necessity of instructing a junior counsel at the hearing of a cause when the counsel who originally drew the pleading has "taken silk" before the hearing. In the present case, which was a suit commenced under the old practice, the bill was drawn by Mr. Loock Webb, and that gentleman having taken silk before the answer was put in, the bill was subsequently amended by Mr. J. G. Davenport; while upon the hearing Mr. Dickinson, Q.C., and Mr. Loock Webb, Q.C., were instructed for the plaintiff, but not Mr. J. G. Davenport.

Dickinson, Q.C., as the leading counsel for the plaintiff, drew his Lordship's attention to this circumstance, and mentioning that his client was perfectly ready to instruct a junior counsel, and only desired to know what was the proper practice, asked the opinion of the court upon the subject. For himself he had always understood that it was the practice to instruct a junior counsel, at all events in cases like the present, in which replication had been filed. The question as to the propriety of always instructing a junior counsel had before been considered by this court, in particular by the Vice-Chancellor of England in *Cooke v. Turner* (13 Simon, 649), where a taxing master, who had disallowed the fees of a junior counsel, was ordered to review his taxation. In that case Sir Lancelot Shadwell said he recollected Sir Anthony Hart refusing to take a brief because no junior counsel was with him, and Lord Westbury (then Mr. Bethel) also said "that is the rule in cases now. No one of us takes a brief in any cause without a junior." Sir Lancelot Shadwell then referred to a dictum of Lord Eldon in the House of Lords that "it was of extreme importance to the public at large that there should be a successive body of gentlemen brought up, who should understand their profession by knowing it from the beginning;" and to this the Vice-Chancellor of England added his own opinion, that "it would be most injurious not merely to the gentlemen who composed the Bar at the particular time, but to the public at large, if the supply of able men were to be cut off by preventing the younger branches from learning their profession, the consequence of which would be that it would be a matter of chance whether, when the gentlemen who are within the Bar drop off, their places would be supplied by persons of sufficient learning and ability."

After a short discussion, in which Chapman Barber and W. S. Owen, who were the junior counsel for the two principal defendants, remarked that the pleadings were framed so as to be opened by the junior counsel, and that they

understood no leading counsel on circuit would accept a brief without a junior.

HALL, V.C., said that the practice indicated by Mr. Dickinson, Q.C., was the proper one, and his lordship accordingly intimated that the matter should be set right by a junior counsel being instructed for the plaintiff.

J. G. Davenport was accordingly immediately instructed, and the hearing of the cause proceeded, and was not concluded at the rising of the court.

## LAW STUDENTS' JOURNAL.

WE are glad to learn that the efforts of the United Law Students' Society, to form a lending law library in connection with the society, have been so far attended with success, and subscriptions to the extent of about £240 have already been received, besides some valuable law works. The clerks of barristers have for some years enjoyed the advantages of having such a library especially for their use; surely, therefore, it is the duty of the Profession to see that those who will in later years represent our Profession, shall not be in a worse position than that deserving class, counsels' clerks.

THE following lectures and classes are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Equity Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; the Wednesday class in Conveyancing has been discontinued, and gentlemen who have hitherto attended on that day should transfer themselves to the Monday or Tuesday class; Thursday, lecture on Conveyancing, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced. The Common Law Lectures and Classes will commence on the 12th proximo.

## Queries.

ARTICLES OF CLERKSHIP—COVENANT TO SERVE.—If an articulated clerk absents himself without the permission of his principal, does it void his articles of clerkship? What would be the consequence?

[No, not necessarily; but by so doing his principal and he would both be unable to answer the question required by the Law Institution, the satisfactory reply to such questions as to due service, &c., being a condition precedent to the clerk being examined.—Ed.]

FINAL EXAMINATION.—Will you inform me the earliest time I can go in for my Final Examination, I was articulated the 20th Dec. 1874? A. W. C. [If for five years, in November next.—Ed.]

READING FOR THE FINAL EXAMINATION.—In your impression of the 1st July last, in enumerating the books to be read for the final Smith's Manual of Equity is mentioned. I shall feel obliged by your stating whether Hayne's Outlines of Equity would not suffice. A. E.

[We should say not, but it must depend upon the taste and capabilities of the student in a measure.—Ed.]

INTERMEDIATE EXAMINATION.—Is it necessary for a student to attend the Intermediate Examination after having given notice, and will non-attendance on the part of such student prejudice or make him liable for any fees? W. W.

[No. He would be in the same position as if no notice had been given.—Ed.]

I served from April 1874, to April 1875, when illness prevented my returning to office till October 1874. When can I go in for my Intermediate Examination? Ed.

[If you have duly served, except when illness has prevented, we take it your position is the usual one, and you must be examined (if articulated for five years) in April next.—Ed.]

## MAGISTRATES' LAW.

COLEFORD PETTY SESSIONS.

Tuesday, March 6.

(Before Sir JAMES CAMPBELL, Bart., in the chair, MAJOR DAVIES, and ISALAH TROTTER, Esq.)

The late Mr. R. C. Oxley.

BEFORE the commencement of the business of the court the Chairman said he must express his extreme sorrow at the loss the Bench had sustained by the sudden death, since their last meeting, of Mr. Oxley; and he believed that every one of them on the Bench—in fact he had not the slightest doubt that all of them agreed with him in lamenting his demise; and he was sure that every person in the town who knew Mr. Oxley must feel that they had lost a friend. He, therefore, thought they had better ask Mr. Fryer to communicate to the relatives of the deceased gentleman the sympathy of the Bench with them in their bereavement, and of the great loss caused to the neighbourhood through his death. Major Davies endorsed the sentiments of the chairman, and remarked that the more one knew of Mr. Oxley the more one respected him.



BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
ver	Friday, April 6	W. W. Ravenhill, Esq.	10 days	Thomas Lamb.
ingham	Friday, April 6	Thos. Wm. Saunders, Esq.	8 days	John Taylor.
North	Thursday, March 29	A. R. Adams, Esq., Q.C.	14 days	T. R. T. Hodgson.
ol	Thursday, April 5	William Cope, Esq.	14 days	William D. Batte.
arthen	Monday, April 9	T. K. Kingdon, Esq., Q.C.	1 day	Thomas Danger.
ester	Tuesday, April 3	B. T. Williams, Esq., Q.C.	10 days	John H. Barker.
y	Tuesday, April 3	John J. Johnson, Esq., Q.C.	10 days	E. Titchener.
aster	Tuesday, April 3	George Boden, Esq., Q.C.	1 day	John Gadaby.
raham	Wednesday, March 28	Edgar John Meynell, Esq.	10 days	Edward Nicholson.
ester	Monday, April 2	G. E. Dering, Esq.	7 days	F. F. Giraud.
e	Tuesday, March 20	C. S. Whitmore, Esq., Q.C.	8 days	Francis W. Jones.
's Lynn	Saturday, March 31	Robert John Biron, Esq.	10 days	W. S. Smith.
s	Thursday, April 12	D. Brown, Esq., Q.C.	14 days	T. G. Archer.
astle-on-Tyne	Tuesday, March 27	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
gham	Wednesday, April 4	W. D. Seymour, Esq., Q.C.	14 days	John Clayton.
stry	Tuesday, April 10	Richard Wildman, Esq.	14 days	Arthur Wells.
ing	Friday, April 6	J. R. Kenyon, Esq., Q.C.	14 days	Wm. Isaac Bull.
orough	Thursday, April 5	J. O. Griffiths, Esq., Q.C.	14 days	Joe. O. Whitley.
all	Saturday, March 31	Alfred W. Simpson, Esq.	2 days	John J. P. Moody.
ock	Saturday, March 24	W. J. Nelson Neale, Esq.	10 days	Samuel Wilkinson.
n	Monday, April 23	Thomas S. Pritchard, Esq.	14 days	Edward B. Potts.
		Joseph Catterall, Esq.		Thomas Heald.

COUNTY COURTS.

SURREY COUNTY COURTS.

Following are the statistics as to business acted in the County Court of Croydon, and 11 the County Courts of Surrey and Berks raised in the same circuit (No. 45):—

CROYDON COUNTY COURT.

Circuit 45.

(Surrey and Berks.)

Plaints at Common Law and Equity.	Persons Committed.	Persons Imprisoned.
2915	206	6
2532	118	7
Increase ... 413	Increase ... 88	Decrease ... 1

ENTIRE CIRCUIT 45.

(Surrey and Berks.)

Plaints at Common Law and Equity.	Persons Committed.	Persons Imprisoned.
16,550	808	47
15,486	787	66
Decrease ... 1064	Increase ... 121	Decrease ... 21

LAW SOCIETIES.

PORTSMOUTH AND GOSPORT LAW SOCIETY.

SPECIAL MEETING of this society was held at offices of Messrs. Hellard and Son, High-st., Portsmouth, on Monday, the 12th March, 30 p.m., Mr. C. B. Hellard (the president of society) in the chair.

Hon. Secretary (Mr. George F.) read minutes of the last meeting, which were confirmed.

Motion proposed by Mr. A. C. Burbidge, seconded by A. Addison, and carried: "That a petition be by this society to the borough members at the exclusion of the general practitioner Parliamentary practice, and the prohibition by division of profits between a solicitor and Parliamentary agent and that the form of petition be left to the president and secretary who are hereby empowered to prepare and send same on behalf of the society."

Motion proposed by Mr. H. C. Way, and seconded by A. C. Burbidge, and carried: "That the president and secretary be hereby empowered to send and send forward a petition against the proposed clause in the Irish Judicature Act for removal from England to Ireland of actions where defendant resides in Ireland."

Motion proposed by Mr. G. Feltham, and seconded by A. Addison, and carried: "That a similar motion be presented from this society, praying for support of the proposed clause in the Bill before Parliament relating to the universities, which clause provides for reducing by one year time within which a gentleman intending to be called to a solicitor may obtain a degree at the universities."

THE SOLICITORS' BENEVOLENT ASSOCIATION.

Usual monthly meeting of the Board of Officers of this Association was held at the Law Station, Chancery-lane, London, on Wednesday, March 14, Mr. Edward Turner Payne (of ) in the chair; the other directors present: Messrs. Brook, Hedger, Rickman, Roscoe, n, Shirley, Smith, Velez, and Young. Mr. , secretary.

sum of £245 was distributed in grants of tance among eleven applicants for relief. ty-nine new members were added to the asso- m, and other general business transacted.

THE COURTS AND COURT PAPERS.

TITLES OF ACCOUNTS IN THE BOOKS OF THE CHANCERY PAY OFFICE.

WHICH HAD NOT BEEN DEALT WITH DURING THE FIFTEEN YEARS IMMEDIATELY PRECEDING SEPT. 1, 1875.

[Issued by Chancery Pay Office, February 1, 1877. From Supplement to "London Gazette," of March 1st, 1877.]

A LIST of the titles of causes, matters, and accounts in the books at the Chancery Pay Office, to the credit of which funds were standing on the 1st September, 1875, which had not been dealt with during the fifteen years immediately preceding that date, prepared pursuant to Rule 91 of the Chancery Funds Consolidated Rules, 1874.

No information is to be given by the Chancery Paymaster respecting the money or securities to the credit of any cause, matter, or account in this list until he has been furnished with a statement, in writing, by a Solicitor requiring such information, of the name of the person on whose behalf he applies, and that in such Solicitor's opinion the applicant is beneficially interested in such money or securities.

Every petition or summons affecting any money or securities to the credit of a cause, matter, or account inserted in this list is to contain a statement that it has been so inserted. In cases in which the money or securities affected by such petition may amount to or exceed in value 500*l.*, a copy of such petition, and notice of all proceedings in Court or at chambers, unless the Court otherwise directs, are to be served on the Official Solicitor of the Court.

**Ashburnham v. Ashburnham**  
Adolphus v. Adolphus  
Allen v. Addington.  
**Anstruther v. Anstruther, and Anstruther v. Cookerell**  
Ex parte the Aberdare Valley Railway Company. The account of Richard Pothergill, Abraham Darby, William Tothill, Thomas Brown, Thomas Robinson, Joseph Robinson, and George Wythes, trading together under the style or firm of the Aberdare Iron Company  
**Alderson v. Bolam**  
**Attorney-General v. Bailey**  
**Attorney-General v. Beard**  
**Attorney-General v. Bealey**  
Ex parte the Accrington Gas and Water Works Companies Act, 1854. The account of the share of Elizabeth Woods, deceased, subject to duty  
**Attorney-General v. the Mayor, Bailiffs, and Community of the city of Coventry, and in the matter of John Hewett, a bankrupt.** The account of the trustees of the Bond's Hospital, in the city of Coventry  
**Allen v. Callow.** The defendant, Mary Callow's account  
**Adean v. Duke of Chandos**  
**Adams v. Cole**  
**Attorney-General v. Carent**  
**Attorney-General v. Duke of Chandos**  
**Attorney-General v. Cotterell**  
**Attorney-General v. Corpus Christi College**  
Ex parte the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland. The account of Mansfield Arthur Nelson, an infant  
Ex parte the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland  
**Atlee v. Dibley**  
**Attorney-General v. Dunn**  
**Abney v. Dolphin.** The interest fund account  
**Attorney-General v. Lord Digby**  
**Allen v. Fenton**  
**Adams v. Gillett.** The account of the defendant, Edward Boyd  
**Airey v. Hearne**  
**Aubrey v. Hoper.** The costs in Adams v. Hoper, allotted or appointed in respect of the eighth in- cumbrance

Attorney-General v. Harper, and Attorney-General v. Nash

**Attorney-General v. the Mayor, Aldermen, and Bur- gesses of the borough of Huntingdon.**  
**Attorney-General v. John Hall and others**  
In the matter of the trusts of the will of Nicholas Ainsworth, Esquire, for his heir-at-law, on the part of his mother  
**Appleby v. Jenkins**  
**Baron Alvanley v. Baron Kinnaird.** The produce of sales of lots one, three, four, seven, and eight  
**Allen v. Lavinge**  
**Aquilar v. Lonsada.** The account of the fund under the will of Sarah Lopes Terres  
**Attorney-General v. Martin.** The annuitant's account  
**Ashton v. Mompesson**  
**Alexander v. McCulloch.** The account of the plaintiffs, William Gray, John Gray, James Gray, and Isabel Gray, or their representatives  
**Alexander v. McCulloch.** The account of the plaintiffs, William Alexander the younger, Bethia Alexander, Mary Anne Alexander, Christiana Alexander, Jane Alexander, Robert Alexander, Isabel Alexander, and Joanna Alexander (in the bill called John Alexander), or their representatives  
**Astley v. Mawdesley**  
**Adams v. Massey**  
**Ash v. Montague.** The account of the personal estate of the testator, James Montague  
Ex parte the purchasers of part of the settled estates of Thomas William, Viscount Anson  
In the matter of the trusts of the will of Mary Anthony, deceased. The account of Thomas Impleton  
**Andrews v. Newdigate.** The personal estate  
**Attorney-General v. Newsom**  
**Applegath v. Felly**  
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- Ex parte the purchaser or purchasers of the estates of the Archbishop of Canterbury
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- Ex parte the trustees for executing an Act of Parliament passed in the 59th year of the reign of His late Majesty King George the Third, intituled "An Act for repairing the road from Catterick Bridge, in the county of York, through the towns of Yarm, Hookton, and Sedgwick, to the city of Durham, in the county of Durham, and for repealing an Act passed in the 28th year of His present Majesty for repairing the said road"
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- In the matter of the trust of the annuity of Agatha Clark, otherwise Giacobbi, deceased
- In the matter of the trusts of the will of John Clark, late of the parish of Saint Bartholomew, Hyde, in the city of Winchester, Tailor, deceased, so far as relates to the share of Thomas Clark, one of the children of the testator's son, John Clark, therein named
- In the matter of the Master or Keeper, Fellows, and Scholars of the College or Hall formerly called Clare Hall, in the University of Cambridge
- In the matter of John Luke Clennell, a person of unsound mind, and in the matter of an Act of Parliament passed in the 8th and 9th years of Her present Majesty, chapter 100, intituled "An Act for the regulation of the care and treatment of lunatics"
- In the matter of the trusts of the will of the Right Reverend William Bennett, late Lord Bishop of Cloyne. The share of Olivia Reynett, now the wife of Nathaniel Reynett, one of the daughters of the testator's niece, Elizabeth Johnson
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- In the matter of the trust of the will of Jane Colmer, deceased. The account of the legacy to the children of Caroline Plumtree, deceased
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- Ex parte the residuary devised estates of Anthony Compton, Esq., deceased
- The account of Phillip Zechariah Cox, of Harwood Hall, in the county of Essex, Esq., and Robert Henry Bartholomew, of New-inn, in the county of Middlesex, Gentlemen, as trustees under the will of Elizabeth Atkinson, late of Guildford-street, in the county of Middlesex, Widow, bearing date the 28th August, 1821, and of a certain indenture of nine parts bearing date 13th March, 1831, and Ellen Atkinson, wife of William Atkinson, of 39, Upper Baker-street, New-road, in the said county of Middlesex, Esq., and the said William Atkinson, or other the person or persons entitled to the residue of a certain term and interest in certain premises described in the order of the London and Croydon Railway Company, dated the 11th March, 1839
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In the matter of the trust of James Holmes and George Lowth.

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 In the matter of the trusts of the will of John Stonehouse  
 Robert Richard Thomas, John William James, Agnes Margaret Janet, and Anne Strachan, infant legatees  
 Ex parte the Company of Proprietors of the Stockton and Darlington Railway  
 Robert Stockdale, as assignee of Moreton, Voyce, and Watts  
 Ex parte the trustees for executing an Act for repealing an Act passed in the twenty-first year of the reign of His Majesty King George the Third, for repairing the roads leading from the Stones-end in Kent street, in the parish of St. George, Southwark, to Dartford, and other roads therein mentioned in the counties of Kent and Surrey  
 Ex parte the Staines, Wokingham, and Woking Railway Company. The account of the Master, Fellows, and Scholars of St. John's College, Cambridge  
 Strickland v. Thomas. The share of Mary Thomas.  
 Strickland v. Thomas. The share of Margaret Thomas.  
 Strickland v. Thomas. The share of Ann Richards, deceased.  
 Strickland v. Thomas. The share of Morris Thomas.  
 Strafford v. Tilly. In Master Conway's office.  
 Spooner v. Tovey  
 Sygne v. Thompson  
 Sparrow v. Turton  
 The unclaimed dividend account of the Proprietors of the late Surrey Iron Railway  
 In the matter of the trusts of the administration of Emma Sumner, deceased. The share of Mary Ann Abbott, deceased.  
 Ex parte the Surrey Iron Railway Company, and John Harrison, Esq.

In the matter of the trusts of the will and codicils of William Sutcliffe, late of Bath, in the county of Somerset, deceased, so far as the same affect the Higher Farm.  
 Graham, Edward Henry Manners Sutton, an infant.  
 In the matter of the trusts of the will of John Sutcliffe, deceased.  
 Ex parte the Sunderland Dock Company. The account of Her Most Excellent Majesty the Queen in right of her Crown, and the Right Honourable the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, for and on behalf of Her Majesty, the Freeman and Stallings of the ancient borough of Sunderland, the Lord Bishop of Durham, the Right Honourable William Kippell, Viscount Barrington, and the Honourable Augustus Barrington, and the Honourable Charles Gray, and the Right Honourable John George Brabazon, Earl of Besborough, and William Robinson, Christopher Bramwell, and Mary Ann Pemberton, Charles Richard Robinson, and Elizabeth Lawrence, his wife, Richard Lawrence Pemberton, and infant, John Herbert Ke and the Rev. Albany Wade, Clerk, and Elizabeth Orde, his wife, or some or one of them, in respect of the seashore and the bed or soil of the sea, and certain lands recovered from the sea, situate in the parish of Bishop Wearmouth, in the county of Durham, and extending from the parish of Sunderland, near the sea, to the southern extremity of the rocks at Henden, in the said parish of Bishop Wearmouth.  
 Storer v. Usborne  
 Staunton v. Vavasour. The account of the legacy of £100 bequeathed to Mary Bethia Tyson, subject to duty.  
 Staunton v. Vavasour. The account of the legacies of £100 and £100 bequeathed to Ellen Carter, subject to duty.  
 Smith v. Veasey, and Smith v. Elencowe.  
 Smith v. Vaux  
 Stoughton v. Walker. The account of William Walker.  
 Sharrod v. Wingfield.  
 Smith v. Walthew.  
 Sutill v. Watson.  
 Savary v. Williams. In Master Lane's office.  
 Sutton v. Wynne, and Trevor v. Gibson. In Master Lane's office.  
 Schutz v. Earl Winton. In Master Thompson's office.  
 Stanford v. Wright. The account of the infant, Thomas Porter Baxter, the only child of Edward Baxter.  
 Sanford v. Wright. Ann Thompson, the annuitant's account.  
 Smyth v. Wyndham.  
 Slade v. Webb. The account of the descended estate.  
 Stapleton v. Lord Winton, and Stapleton v. Penn.  
 Ex parte the Taff Vale Railway Company. The account of William Wyndham Lewis.  
 Ex parte the Taff Vale Railway Company. The account of John Jenkins and Lewis Jenkins.  
 Ex parte the Taff Vale Railway Company. The account of William Mark Wood.  
 Ex parte the Taff Vale Railway Company. The account of Thomas Jenkins.  
 Ex parte the Taff Vale Railway Company. The account of William Morgan and Thomas Morgan.  
 In the matter of the trusts of Catherine Taylor's will and William Crawford's will. The account of the £400 Consols.  
 The estates of William Taylor, late of the city of Oxford, Bell Founder, deceased, and Taylor v. Taylor.  
 Ex parte the Taff Vale Railway Company. In the matter of an Act to empower the Taff Vale Railway Company to construct certain branch railways and extensions, and to make arrangements for the use of certain wharfs adjoining to the Butte Ship Canal.  
 Tooker v. Annesley. Rents and profits of leasehold estates' account.  
 Timmis v. Brassey.  
 Tunstall v. Brayfield. The account of the estate devised to the defendant, John Greatorex, the testator's brother.  
 Tully v. Bradford.  
 Thorp v. Brooks. The one fifth share of Mary, one of the daughters of Elizabeth Price of Brecknock.  
 Trimmer v. Bayne. The personal estate of John Bayne.  
 Tomlinson v. Browns, Tomlinson v. Knox, and Tomlinson v. Knox.  
 Tamlyn v. Brown.  
 Turner v. Brook. In Master Cuddon's office.  
 Tate v. Bolton.  
 Thomas v. Bloomer.  
 Tookerman v. Chamberlaine. In Master Trevor's office.  
 Tennyson v. Clayton. The annuitant's account in Master Peckell's office.  
 Townsend v. Champenowne.  
 Trefusis v. Baron Clinton.  
 Trigg v. Cotes.  
 Turner v. Dorgan.  
 Todd v. Darrell. The interest account.  
 Treacher v. Dixon, and Treacher v. Heather.  
 In the matter of the trusts of the will of Ann Tuck, late of Caister, in the county of Lincoln, spinster, deceased.  
 Tomlinson v. Edwards, and Edwards v. Lord Archibald Hamilton.  
 Turner v. Ford.  
 Tarbuck v. Greenall. The account of John Richard Bell, the assignees of John Grosdon, a bankrupt, and Joshua Jullien Allen and Palgrave Simpson.  
 Tngwell v. Gotsin. In Master Browning's office.  
 Thomas v. Glover and Thomson and others. The account of the purchase money of the Abernethy Estate.  
 Taylor v. Gaskell.  
 The account of Mr. Richard Thacker for 327 square yards of land with the buildings thereon in the township of Ardwick and parish of Manchester, in the county of Lancaster.  
 Ex parte the Thames Haven Dock and Railway Company. The account of the Queen's Most Excellent Majesty in respect of certain land, part of the foreshore or bed of the River Thames, situate in the parishes of Stanford-le-Hope and Fobbing, in the county of Essex.  
 Harry Francis Lane Thorp, an infant, contingent as his attaining the age of 21.  
 In the matter of the trusts of the will of Thomas Thorp, late of Overseal.



Webb v. Grace, Webb v. Wilkin, and Grace v. Webb  
West v. Greenway. In Master Lane's office  
Witham v. Gilshanan, otherwise Rafferty. The account  
of Lawrence Gilsons  
Williams v. Hilton. The legacy account of Emma Hen-  
rietta Parsons, in the will called Emma Payne, free  
of legacy duty, under the testator's will  
Wilkie v. Huddart. George Fordyce and Isabel, his  
wife, their account  
Woodroffe v. Heamp  
White v. How  
Winbolt v. Hood  
Ex parte the Wilts, Somerset, and Weymouth Railway  
Company. The account of the estates of Robert Pat-  
tison, settled by the indenture of the 30th March  
1842  
In the matter of the trusts of the will of William  
Wilkin, late of Appleby in the county of Westmore-  
land, Esq., deceased, and the children of the body of  
Mary Bailie, lawfully begotten and their legal repre-  
sentative or representatives  
In the matter of the trusts of one-fourth part of the  
legacy of £750, being the amount of sterling money  
realized by the sale of the dwelling-house, grounds  
and hereditaments, with the appurtenances, situate  
in Bowl Alley-lane, in the town of Kingston-upon-  
Hull by the will of Thomas Wilson, deceased, and  
accumulations  
In the matter of the trust of the estate of Mary Willis,  
deceased. Ex parte Elizabeth Street  
In the matter of the trusts of the will of Robert Wink-  
worth, deceased  
In the matter of the trusts of the settlement made by  
William Willis the elder, dated 2nd August, 1816, in  
favour of Jane Rose and Frances Alexander and their  
issue. The share of George Alexander under the said  
settlement  
In the matter of the trusts of the settlement of John  
Wilson and Elizabeth his wife, deceased, and also of  
the trusts of the settlement of John Wilson, deceased  
Ely Wilson, a minor  
Ex parte the Bishop of Winchester  
Ex parte the Windsor, Staines, and South-Western  
Richmond to Windsor Railway Company. The  
account of John Taylor, or other the owner or owners  
of one acre and one rood of land, in the parish of  
Wraysbury, in the county of Buckingham  
In the matter of Elizabeth William's trust  
In the matter of the estate of Harriot Wilson, and  
Wilson v. Leyburn. The account of the settlement  
of Clara Julia West and her children  
The estate of John Willoby, deceased, and Willoby v.  
Shirriff  
Webb v. Inglish. The Reverend Samuel Harrison's  
legacy account  
Watters v. Jones. The purchaser Beriah Botfield's  
indemnity account under the eight condition of sale  
Williams v. Jones. The account of the estates devised  
to Edward Theophilus Morgan  
Waters v. Jeffers  
Wynoh v. James  
Webb v. Jones. In Master Holford's office  
Webb v. Inglish  
Whitred v. Jackson  
Winter v. Innes, and Winter v. Edwards  
Wollaston v. Jones  
Wrench v. Jutting  
Winter v. Kent. A fund to answer the unclaimed  
legacies given by the will of the testator, James  
Underhill  
Williams v. Knight  
Wright v. Lamb. The account of the legacy bequeathed  
to Mrs. Hewitson, the wife of Joshua Hewitson,  
subject to duty  
Williams v. Llewellyn  
White v. Countess Dowager of Lincoln, Duke of New-  
castle v. Brudenell, and Duke of Newcastle v.  
Kinderley  
White v. Lupton  
Westbrook v. McKie, and Westbrook v. Chauntler.  
The Rendezvous Bay Estate account  
Ward v. Morris  
Wilson v. Moore. The account of the representatives  
of Jean Tucker Crawford, deceased  
Wheelwright v. Massey  
Whitall v. Morgan  
Williams v. Maraden  
Wickliffe v. Mose. In Master Eld's office  
Wilkes v. Morran. In Master Wilmot's office  
Wilkinson v. Moline  
Wilkin v. Nainby  
Wagstaff v. Nicholls. In Master Thomas Bennett's  
office  
Williamson v. Naylor  
In the matter of the trusts of the Woking Commoners'  
Act, 1854, so far as relates to the sum of £20 3s. 6d.,  
awarded thereunder in respect of lands and heredita-  
ments  
Ex parte the petitioners, Mary Wood, William Martin  
Carter, Joseph Wood, and Philip Pearce. The  
account of the infant George Wordsworth  
In the matter of the trusts of the legacies to Eleanor  
Woodward, Philip Coultman, and Francis Nicholson,  
under the will of Dennet Milton Woodward  
In the matter of the trusts of the will of John Wood-  
yatt, deceased. The account of Cornelius John Jones,  
a seaman  
Andrew Mackason Woolhouse, a person of unsound  
mind. The real estate account  
Ex parte the Worcester and Hereford Railway  
Company. The account of Ann Williams  
Whitcomb v. Onslow  
Wood v. Ordish  
Wright v. Parkinson. The devised estates of Edward  
Wright, deceased  
Wynne v. Price. The account of Hester Wayman, the  
annuitant  
Wynne v. Price. The account of Elizabeth Wynne, the  
annuitant  
Wynne v. Price. The account of Elizabeth Williams,  
and annuitant  
Wynne v. Price. The account of Mary Williams  
Winter v. Pulteney  
Wigan v. Purnell  
William v. Price  
Woodforde v. Partridge and Woodforde v. Moore  
Ward v. Purvis  
--see Wright, an infant legatee

Whitaker v. Penley. The account of the infant plain-  
tiff, Elizabeth Catherine Astor, Sarah Astor, Ka-  
therine Astor, Esther Astor, Mary Astor, and John  
Jacob Astor  
In the matter of the trusts of an indenture of the 8th  
day of July, 1836, as regards the share of Charles Ed-  
ward Wright in the proceeds arising from a policy of  
insurance on the life of Beeston Wright  
Edward Ommaney Wrench, of Chester, Esq.  
Wake v. Ridge  
Willis v. Bontledge  
Warwick v. Richardson, Clark v. Sewell and others,  
Clark and another v. Sewell and others, and Clarke  
and another v. Sewell and others  
Westfield v. Skipworth, Jones v. Skipworth, and Jones  
v. Skipworth  
Waldo v. Becker  
Wrentham v. Soudamore  
Wright v. Sandford  
Wright v. Samuda  
Walkins v. Schneider  
Wilson v. Squire  
White v. Scofield  
Woodhouse v. Smith. The account of the plaintiffs  
Woodhouse v. Smith. The account of the plaintiff,  
Fanny Marion Woodhouse, and those contingently  
entitled in the event of her dying under 21, and un-  
married, subject to legacy duty  
Woodcock v. Tarbut. Funds reserved to meet the  
defendant's costs (if any) of this suit  
Watson v. Thomson  
Waters v. Taylor. The general creditor's account  
Wood v. Taylor and Wood v. Lord  
Woodcock v. Tarbut  
Warburton v. Vaughan  
Watts v. Yeager  
Walcott v. Walcott, Walcott v. Walcott, Walcott v.  
Fosberry, Walcott v. Eusight, Walcott v. Walcott,  
Walcott v. Walcott, and Walcott v. Bridges. The  
Emerson legacy duty account  
Williams v. Williams. The timber account  
Wade v. Wade, Thomas Troughton, the infant's account  
Ward v. Walker  
Joseph Septimus Ward v. John Ward and others  
Warner v. Warner. The account of the life interest  
descended to the plaintiff  
Webster v. Webster. The account of the legacy given  
to James David Webster Greenhill  
Weyland v. Weyland. The defendant Ann Penny's  
annuity account  
Stephen White and others v. Betty White and others.  
The account of the defendant, Elizabeth Seymour.  
Wyatt v. Wilkins  
Winter v. Winter  
Warren v. Whitworth  
Ward v. Whitcomb, on account of the debts and  
legacies which are contingent. In Master Kinaston's  
office  
Whitley v. Watson  
Wren v. Wren  
Webster v. Webster  
Webster v. Webster. Thomas Webster's account  
Walker v. Wright  
Warburton v. Wyoh. In Master Lane's office  
Western v. Williams  
Wynch v. Wynch. In Master Wilmot's office  
Whytel v. Whytel  
Walker v. Wingfield  
Ward v. Ward, and Ward v. Ward  
Williams v. Wace  
Wickens v. Wickens  
Woodward v. Woodward  
Walcott v. Walcott  
Wintle v. Wemyss. The real estate account  
Wroughton v. Wroughton, and Wroughton v. Ander-  
son. The plate and picture account  
William Lister Wymond, an infant  
In the matter of the vicar of Wymering  
Ex parte the Yarmouth and Haddiscoe Railway Com-  
pany. In the matter of the Yarmouth and Haddiscoe  
Railway Act 1856  
Yellowley v. Burgh  
Yea v. Trere, and Bowerbank v. Pickering. Rents and  
profits and produce of the trust estate  
Yerbury v. Head. Thomas Watson's account  
Yerbury v. Head. Jemima Elizabeth Watson's account  
Yerbury v. Head. Elizabeth Sarah Watson's account  
Yerbury v. Head. Rachael Watson's account  
Yerbury v. Head. Sarah Goldborough's account  
Yerbury v. Head. Eleanor Yerbury's annuity account  
Yonde v. Jones  
Young v. Murray  
Yule v. Morrison  
The Duke of York v. Duke of Newcastle  
Ex parte the York and Newcastle Railway Company.  
The account of Samuel Chapman  
Ex parte the York, Newcastle, and Berwick Railway  
Company. The account of William Smith  
Ex parte the York, Newcastle, and Berwick Railway  
Company  
Ex parte the York, Newcastle, and Berwick Railway  
Company. In the matter of the York, Newcastle, and  
Berwick Railways Act 1847  
Yates v. Rawlings. The account of shareholders who  
have not come in to substantiate their claims.

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Rolls of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday, Mar. 17	Pemberton	Cloves
Monday	Leach	Merivale
Tuesday	Cloves	Milne
Wednesday	Latham	Merivale
Thursday	Cloves	Milne
Friday	Leach	Milne
Saturday	Latham	Merivale
	V.C. Malins.	V.C. Bacon.
Saturday, Mar. 17	Merivale	Holdship
Monday	King	Ward
Tuesday	Farrer	Pemberton
Wednesday	King	Ward
Thursday	Farrer	Pemberton
Friday	King	Ward
Saturday	Farrer	Pemberton

	V.C. Hall.	Certificate of Sale and Transfer.
Saturday, Mar. 17	King	Ward
Monday	Holdship	Teeddale
Tuesday	Teeddale	Ward
Wednesday	Holdship	Leach
Thursday	Teeddale	Latham
Friday	Holdship	Farrer
Saturday	Teeddale	King

The Easter Vacation will commence on March 18,  
and terminate on April 3, both days inclusive.

## THE GAZETTES.

### Bankrupts.

Gazette March 9.

To surrender at the Bankrupts' Court, Lincoln's Inn Fields.  
CHARLTON, EGBERT, physician, Clarendon-rd., Notting Hl.  
Pet. March 5. Reg. Broughman. Sur. March 20

To surrender in the Country.

BUCHANAN, CHARLES EDWARD, cotton broker, Liverpool. Pet. March 5. Reg. Broughman. Sur. March 19  
DALZIEL, ROBERT, Esq., Wallingford. Pet. Dec. 21. Reg. Bishop. Sur. March 20  
EAST, EDWARD, farmer and wool buyer, Glaston. Pet. March 5. Reg. Gaches. Sur. March 24  
JOHNSON, ISAAC, timber merchant, Blaydon, and Newcastle. Pet. March 7. Reg. Mortimer. Sur. March 20  
LEES, THOMAS, and LEES, EDWARD THOMAS, cloth and tea-  
paulin manufacturers, Halifax. Pet. March 7. Reg. Bank.  
Sur. March 20  
LOWDES, A. S., gentleman and merchant, Anerley. Pet. March 5. Reg. Bowland. Sur. March 20  
SKELTON, WILLIAM, grocer, Sunderland. Pet. March 6. Reg. Ellis. Sur. March 21  
THORNTON, SYKES, gentleman, Brighton. Pet. March 7. Reg. Evershed. Sur. March 20  
WRIGHT, JOHN, flour dealer, Middleton. Pet. March 5. Reg. Tweedale. Sur. March 22

Gazette, March 13.

To surrender at the Bankrupts' Court, Lincoln's Inn Fields.  
GUDGEON, OSWALD, merchant, Imperial-bldg., Queen Vicar-  
st. Pet. March 12. Reg. Broughman. Sur. March 27  
NUGENT, LOUIS JOHN, King-st. St. James'. Pet. March 5. Reg. Pepps. Sur. March 28

To surrender in the Country.

BIRD, BEVERLEY, gentleman, Bonythorpe, near Nelson. Pet. March 6. Reg. Chilcott. Sur. March 24  
GINLETT, JOHN, Tyde, near Newport, Mon. Pet. March 6. Reg. Davis. Sur. March 27  
HANDS, THOMAS WOODWARD, tobacconist, Gateshead. Pet. March 10. Reg. Mortimer. Sur. March 27  
HEWSON, GEORGE, and HEWSON, JOHN EDWARD, corn-  
millers, Holderness. Pet. March 5. Dep. Reg. Rolfe. Sur. March 2  
KNIGHT, JAMES, builder, Bournemouth. Pet. March 8. Reg. Dickinson. Sur. March 24  
MARTIN, ROBERT JOSEPH, out of business, Derham. Pet. March 10. Reg. Smith. Sur. March 28  
OATES, WILLIAM, housekeeper, Sheffield. Pet. March 6. Reg. Wake. Sur. March 20  
SMITH, SAMUEL, draper and grocer, Charlton Horwath, a  
Somerset. Pet. March 8. Reg. Batten. Sur. March 2  
WILCOCKSON, THOMAS JOSEPH, provision dealer, Freeton. Pet. March 9. Reg. Hulton. Sur. March 22  
WRIGHT, WILLIAM WALLACE, pawnbroker, Liverpool. Pet. March 10. Reg. Watson. Sur. March 20

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 9.

ADAMSON, JAMES, innkeeper, Bishop Middleham. Pet. March 1  
March 27, at three, at office of Sol. Todd, West Hartlepool  
BAKER, ALFRED, grocer, King-st. West, Hammenhatch. Pet. March 7. March 25, at two, at office of Sol. Fitzmaurice, Gosh-  
chambs, Basingst. 11 at  
BAYLES, WILLIAM THOMAS, late victualler, Bromsgrove. Pet. March 1. March 19, at two, at the Great Western hotel, New-  
mouth-st., Birmingham. Sol. Dale, Birmingham  
BRIDGES, GEORGE, baker, Glaston. Pet. March 6. March 5,  
at three, at offices of Sol. Cutts, Jones, and Middleton, Can-  
terbury  
BROMLEY, JOHN, DOWNEY, HUGH, and CROSSLEY, JAMES, sea-  
ing machine manufacturers, Oldham. Pet. March 6. March 2,  
at three, at the King's Arms hotel, 6, York-st., Oldham.  
Sols. Pensonby and Carlie  
BROWN, WALTER, baker, Whetstone. Pet. March 5. March 2,  
at three, at offices of F. Holloway, accountant, 113, Bell's  
Fond-rd., Islington. Sol. Fenton, Highgate  
BRYAN, JONATHAN, boot manufacturer, Shrewsbury and Birm-  
ingham. Pet. March 2. March 21, at two, at the Queen's  
hotel, Stephenson-pl., Birmingham. Sols. Benson and Thomas,  
Bristol  
BRYANT, JOHN, cattle dealer, Tarranton. Pet. March 1  
March 26, at two, at office of Sol. Brook, Diss  
BUCKLEY, GEORGE, miller, Kidsgrove. Pet. Feb. 21. March 6,  
at eleven, at office of Sol. Sherratt, Kidsgrove  
BURTON, NATHANIEL, eating house keeper, Newcastle. Pet.  
March 8. March 19, at three, at office of Sol. Sewell, Newcastle  
CARR, ARTHUR, commission merchant, Birmingham. Pet. March 5.  
March 20, at twelve, at offices of Sols. Southall, Thomas, and  
Southall, Birmingham  
COLDHAY, JAMES, innkeeper, Belchamps Otten. Pet. March 6.  
March 15, at the Rose and Crown hotel, Epsbury, in his own  
place originally named  
COLLIER, DAVID, innkeeper, Aberaman. Pet. March 7. March 24,  
at one, at office of Sol. Linton, Aberdare  
COTTERELL, WILLIAM, farmer, Stowe Nine Churches. Pet.  
March 6. March 26, at eleven, at the Swan hotel, Bedford. Sols.  
Day and Wade Gery, St. Neots  
COFFE, ASTIN, surgeon's assistant, Langworth. Pet. March 1  
March 24, at eleven, at office of Sol. Page, Lincoln  
DARLEY, WESLEY, merchant, Mark-la, and Bridge-house, Eps-  
ford-rd., and Frankfort-st., St. Peter's-pl., Harrow-rd. Pet. March 22.  
March 19, at three, at offices of Joselynne, Clarke, and Co., 3,  
King-st., Cheapside. Sol. Parkes  
DAVIS, HENRY, late dairyman, Bristol. Pet. March 7. March 6,  
at twelve, at offices of T. B. Pearce, 1, Exchange-build-  
ing, Bristol  
DAVIS, JOHN GRIFFITHS, linen draper, Landport. Pet. March 1.  
March 20, at four, at office of Sol. King, Portsea  
DAWBER, THOMAS, engineer, Baristown. Pet. March 2. March 22,  
at eleven, at office of Sol. Wilson, Wigan  
DENYER, CHARLES, beer retailer, Brighton. Pet. March 2.  
March 21, at twelve, at office of Sol. Webb, Brighton  
DIXON, MARK, cartman, Bridlington-quay. Pet. March 1. March 21,  
at three, at office of Sol. Ledger, Bridlington  
DIXON, WILLIAM, engineer, Victoria-chambs, Victoria-st. West-  
minster, also West Crescent-news, Uxbridge-rd. Pet. March 1.  
March 27, at three, at the Inns of Court hotel, Holborn. Sols.  
Robinson and Preston, Lincoln's Inn-fields  
DRING, OLIVER, stone mason, Cambridge. Pet. March 1. March 24,  
at ten, at office of Sol. Glyn, Cambridge  
DURANT, ROBERT, furniture dealer, Newport. Mon. Pet. March 5.  
March 20, at twelve, at office of Sol. Graham, Newport  
ELLISON, RICHARD WILLIAM, builder, Featherstone. Pet. March 5.  
March 22, at three, at the Crown and Anchor inn, Pooleston  
Sol. Horner, Wakefield  
ERICHSEN, HERMANN GUSTAV, merchant, Great Winchester-  
bldg., and Streatham Elm, Upper Tooting. Pet. March 1.  
March 26, at three, at offices of B. Fletcher and Co., accountants,  
3, Lothbury. Sols. Ashurst, Morris, and Co., Old Jewry  
FAULKNER, THOMAS, miller, Haveringham. Pet. March 6. March 16,  
at twelve, at office of Sol. Bank, Nottingham  
FREEMAN, JOSEPH, pawnbroker, Bristol. Pet. March 6. March 21,  
at one, at office of Sol. Evans, Bristol  
GARDNER, WILLIAM, shipowner, South S. Velea. Pet. March 6.  
March 28, at twelve, at office of Sol. Dale, South Shields



JONES, GEORGE JAMES, and WILSON, RITSON ALEXANDER, hardware men, Bristol. Pet. March 7. March 23, at twelve, at the Guildhall tavern, King-st, Cheseldale, London. Sol. Dix Sibby, Bristol

JONES, JOHN, retired Inland Revenue officer, Ashby-de-la-Zouch. Pet. March 9. March 23, at twelve, at the Queen's Hotel, Ashby-de-la-Zouch. Sol. Wilson, Burton-on-Trent

KELLY, MICHAEL, brewer, Bradford. Pet. March 9. March 23, at eleven, at offices of Sol. Terry and Robinson, Bradford

LOYD, WILLIAM SOLOMON BOWEN, pearl worker, Birmingham, Pet. March 9. March 23, at eleven, at office of Sol. Barber, Birmingham

LIVINGSTON, JOHN DALE, iron merchant, Newcastle-upon-Tyne, and Morpeth. Pet. March 9. March 23, at eleven, at offices of Sol. Ingledew and Daggett, Newcastle-upon-Tyne

LEITH, ALFRED, tea dealer, Fonthill-rd, Finsbury Park. Pet. March 9. March 31, at two, at the Mason's Hall tavern, Mason's-avenue, Basingstoke. Sol. Trehaarne, Basingstoke

MATTHEWS, EDWARD, draper, Merthyr Tydfil. Pet. March 6. March 23, at one, at office of Sol. Lewis, Merthyr Tydfil

MIDDLETON, MICHAEL, cab proprietor, Darlington. Pet. March 7. March 24, at eleven, at offices of Sol. Stevenson and Meek, Darlington

MILLMAN, JAMES, tailor, Bristol. Pet. March 10. March 23, at three, at office of Sol. Beekingham, Bristol

MUNDY, EDWARD, ironmonger, Coventry. Pet. March 5. March 21, at three, at the Craven Arms hotel, Coventry. Sol. Browett, Coventry

MORSE, JOHN, general draper, Narberth. Pet. March 7. March 23, at eleven, at the Inns of Court hotel, Holborn, London. Sol. Griffiths and Green, Carmarthen

MATTHEWS, FREDERICK, farmer, Saham Toney. Pet. March 10. March 23, at three, at office of Sol. Grigson and Robinson, Watton

MATTHEWS, EDWIN OSCAR, boot dealer, Chorlton-upon-Medlock. Pet. March 8. March 23, at three, at offices of Sol. Watts, Manchester

MARTINDALE, THOMAS, cowkeeper, York. Pet. March 10. March 23, at one, at office of Sol. Wilkinson, York

MITTON, JOHN, milliner, Bowerby Bridge, par. Halifax. Pet. March 10. March 23, at eleven, at office of Sol. Walshaw, Halifax

NEWELL, WILLIAM WILSON, builder, Hastings. Pet. March 9. March 23, at eleven, at Bridge House hotel, Southwark. Sol. Messrs. Langham, Hastings

NUGENT, WILLIAM, tailor, Newcastle-under-Lyme. Pet. March 3. March 23, at eleven, at offices of J. Green, public accountant, 40, Brasseuse-st, Manchester. Sol. Worth, Rochdale

OLDEN, JOHN, grocer, Burton-on-Trent. Pet. March 9. March 23, at eleven, at the Midland hotel, Burton-on-Trent. Sol. Taylor, Burton-on-Trent

OLIVER, STEPHEN, linen draper, Norham. Pet. March 10. March 23, at eleven, at offices of Sol. Dunlop, Berwick-upon-Tweed

PALMER, HENRY, grocer, York. Pet. March 6. March 24, at two, at office of Sol. Bishop, Brecon

PEYERKELL, GEORGE, provision dealer, Stockton-on-Tees. Pet. March 7. March 24, at half-past ten, at office of Sol. Draper, Stockton-on-Tees

PAGET, GEORGE, butcher, Birmingham. Pet. March 8. April 7, at eleven, at office of Sol. Jacques, Birmingham

PALMER, HENRY, coal merchant, Widham Stores, par. Purton. Pet. March 9. March 23, at one, at the Railway hotel, Didcot. Pet. March, Swindon

PRICE, DAVID, general dealer, New Tredgar. Pet. March 8. March 23, at one, at offices of Sol. Simons and Plews, Merthyr Tydfil

PEACE, WALTER, out of business, West Bromwich. Pet. March 24, at eleven, at offices of Sol. Collins, Stourbridge

PHILLIPS, WILLIAM, grocer, Barrow-in-Furness. Pet. March 8. March 23, at two, at the Ship hotel, Barrow-in-Furness. Sol. Park, Barrow-in-Furness

PARRY, ROBERT, grocer, Liverpool. Pet. March 10. March 27, at two, at offices of Sol. Frodsham and Nicholson, Liverpool

POTTER, JOHN, grocer, Gravesend. Pet. March 9. March 23, at one, at the Court-house, Gravesend. Sol. Sharland and Hatten, Gravesend

PEACE, CHARLES, coach builder, Aylesbury. Pet. March 18. April 5, at three, at office of Sol. Reader, Gray's Inn-sq, London

PICKFORD, JOHN, grocer, London. Pet. March 8. March 24, at a quarter-past ten, at office of Sol. Williamson, Scarborough

READ, MARTHA, upholsterer, Eden-st and Orghard-rd, Kingston-upon-Thames. Pet. March 6. March 27, at two, at the Chamber of Commerce, 145, Cannon-st. Sol. Wilkinson and Howlett, Bedford-st, Covent Garden

ROBINSON, WILLIAM, brewer, Tarporey. Pet. Feb. 28. March 23, at half-past one, at office of Sol. Warburton, Crewe

ROBINSON, WILLIAM, game dealer, Bradford. Pet. March 8. March 23, at eleven, at offices of Sol. Sibley, Bradford

READ, SARAH, linen draper, Scarborough. Pet. March 9. March 23, at one, at offices of Sol. Eooke and Midgley, Leeds

KNOWE, GEORGE, hatter, Kingston-upon-Hill. Pet. March 9. March 23, at three, at offices of Sol. Summers, Kingston-upon-Hill

SMITH, JAMES WILLIAM, accountant, Clarence-rd, Bow. Pet. March 6. March 23, at eleven, at office of George Emdin, accountant, 72, Coleman-st. Sol. Horwood, Coleman-st

STANLEY, JAMES, grocer, Swansea. Pet. March 3. March 23, at eleven, at office of Sol. Cox, Swansea

SCHNEIDER, HENRY WILLIAM, coal dealer, Aston, near Birmingham. Pet. March 5. March 23, at eleven, at office of Sol. Phillips, Aston

SMITH, AARON, grinder, Bateman's-hill, par. Sedgley. Pet. March 7. March 23, at one, at office of Sol. Floyds, Birmingham

STEVENSON, PETER, draper, East Grinstead. Pet. March 7. March 23, at two, at offices of Sol. Harrison, New-inn, Strand

SAUNDERS, EBENEZER, builder, Maldon, and lime merchant, Bognor. Pet. March 10. March 23, at eleven, at offices of Sol. Digby, Son, and Evers, Maldon

SIDEBOTHAM, SAMUEL, and HOWROYD, WILLIAM ROBERT, iron-founders, Manchester. Pet. March 8. April 5, at eleven, at offices of White, accountant, King-street, Manchester. Sol. Sanderson, Solomon, and PROCTOR, ALBERT, electric engineers, Huddersfield. Pet. March 9. March 23, at three, at offices of Sol. Leasroy, Leasroy, and Morrison, Huddersfield

TAYLOR, ALFRED, grocer, Tuxford. Pet. March 5. March 23, at two, at offices of Sol. Champion, East Retford

TORRY, CHARLES EDWARD, and HARPE, HERBERT SEPTIMUS, colliery agents, Brigg. Pet. March 9. March 23, at one, at the Angel hotel, Brigg. Sol. Robb

THOMSON, GEORGE, sewing machine dealer, Kidderminster and Worcester. Pet. March 7. March 27, at three, at offices of Sol. Miller, Corbett and Co, Kidderminster

THOMAS, THOMAS WILLIAM, commission agent, Bold, par. Prescot. Pet. March 9. March 23, at three, at the Argyle hotel, Stockton-on-Tees. Sol. Messrs. Chorlton, Manchester

TATE, WILLIAM, shopkeeper, Great Yarmouth. Pet. March 10. March 23, at eleven, at offices of Sol. Bow, Great Yarmouth

TREWIN, THOMAS, farmer, West Putford. Pet. March 10. March 27, at three, at offices of Sol. Tapley and Hutchins, Great Torrington

TRACER, HENRY, fruiterer, Blackheath. Pet. March 10. March 27, at eleven, at office of Sol. Lockyer, Deptford Bridge

TOPHAM, WILLIAM, game merchant, Manningham, par. Bradford. Pet. March 9. March 23, at half-past three, at offices of Sol. Neill, Bradford

THOMAS, WILLIAM HENRY, coal merchant, Skeldersdale, Pet. March 9. March 23, at one, at office of Sol. Wilkinson, York

WATTS, JAMES, tobacco manufacturer, Birmingham. Pet. March 10. March 23, at eleven, at offices of Sol. Wright and Marshall, Birmingham

WILSON, AUGUSTUS, tobacconist, Bristol. Pet. March 9. March 23, at two, at offices of Sol. Dix Sibby, Bristol

WHITEHEAD, EBENEZER, sculptor, Cambridge. Pet. March 8. March 23, at eleven, at office of Sol. Eklman and Burrows, Petty Cur

WHITE, HENRY, smith, Derby. Pet. March 8. March 23, at one, at office of Sol. Hextall, Derby

WILDMAN, JAMES JOSEPH, tailor, Bedford. Pet. March 9. March 27, at twelve, at offices of Sol. Conquest and Clare, Bedford

YOUNG, ROBERT GIBSON, baker, Sunderland. Pet. March 7. March 23, at three, at offices of Sol. Bower and Brewis, Sunderland

YOUSOU, ISRAHIM, dealer in fancy goods, Bournemouth. Pet. March 5. March 21, at two, at offices of Sol. Aldridge and Sharp Bournemouth

**Bankruptcies Annulled.**  
Goslett, March 6.  
RUTHER, JOHN EDMUND, merchant, Mincing-lane. Nov. 23, 1876  
THOMAS, EDWARD, attorney, Bristol. Nov. 23, 1871

COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).			
HILARY SITTINGS, 1877.			
<i>Rota of Registrars in Attendance.</i>			
	Court of Appeal.	Master of the Rolls.	
Saturday, Mar. 17	..... Pemberton	..... Clowes	
Monday	..... 19	..... Leach	..... Merivale
Tuesday	..... 20	..... Clowes	..... Milne
Wednesday	..... 21	..... Latham	..... Merivale
Thursday	..... 22	..... Clowes	..... Milne
Friday	..... 23	..... Leach	..... Milne
Saturday	..... 24	..... Latham	..... Merivale
	V.C. Malins.	V.C. Bacon.	
Saturday, Mar. 17	..... Merivale	..... Holdship	
Monday	..... 19	..... King	..... Ward
Tuesday	..... 20	..... Farrer	..... Pemberton
Wednesday	..... 21	..... King	..... Ward
Thursday	..... 22	..... Farrer	..... Pemberton
Friday	..... 23	..... King	..... Ward
Saturday	..... 24	..... Farrer	..... Pemberton

**Gazette, March 9.**

**ADAMSON, JAMES**, innkeeper, Bishop Middletonham. *Pet. March 1.*  
**March 27**, at three, at office of Sol. Todd, West Harrogate.  
**BARBET, JOHN**, bricklayer, 21, King-st. West, Harrogate. *Pet. March 7.*  
**March 27**, at three, at office of Sol. Pittman, Goshals chmbs, Beadings-ll at  
**BAYLIS, WILLIAM THOMAS**, late victualler, Bromsgrove. *Pet. March 1.*  
**March 19**, at two, at the Great Western hotel, Birmingham. *Pet. March 1.*  
**BRIGGS, GEORGE**, baker, Chatterfield. *Pet. March 6.*  
**March 27**, at three, at office of Sols. Catta, Jones, and Middleton, Castlefield.  
**BROMLEY, JOHN, DOWNET, HUGH, and CROWELEY, JAMES**, using machine manufacturing, Oldham. *Pet. March 4.*  
**March 27**, at three, at the Kings Arms hotel, 6, York-street, Oldham.  
**Sols. Ponsomby and Carlie**  
**BROWN, WALTER**, baker, Whetstone. *Pet. March 1.*  
**March 27**, at three, at offices of P. Holloway, accountant, 11, St. Paul's, Lillingdon. *Sol. Fenton, Highgate*  
**BROWN, JOHN**, brewer, 10, Broadway, Birmingham. *Pet. March 1.*  
**March 27**, at two, at the Queen's hotel, Stephenson-pl, Birmingham. *Sols. Bancroft and Thomas, Bristol*  
**BRYANT, JOHN**, cattle dealer, Tarncliffe. *Pet. March 1.*  
**March 27**, at two, at the Grosvenor Hotel, Brook, Dism.  
**BUCKLEY, GEORGE**, miller, Kidsgrove. *Pet. Feb. 2.*  
**March 27**, at eleven, at office of Sol. Sherratt, Kidsgrove.  
**BURTON, NATHANIEL**, eating house keeper, Newcastle. *Pet. March 8.*  
**March 19**, at three, at office of Sol. Sewell, Keenwood.  
**CARR, ARTHUR**, commission merchant, Birmingham. *Pet. March 5.*  
**March 27**, at three, at offices of Sols. Southall, Thomas, of Southall, Birmingham.  
**COLDHAY, JAMES**, innkeeper, Belchamp Otten. *Pet. March 1.*  
**March 15**, at the Rose and Crown hotel, St. Ibury, in the office originally named.  
**COTTELL, DAVID**, innkeeper, Aberaman. *Pet. March 7.*  
**March 27**, at one, at office of Sol. Linton, Aberdare.  
**COTTEWELL, WILLIAM**, farmer, Stowe Nine Churches. *Pet. March 6.*  
**March 27**, at eleven, at the Swan hotel, Bedford.  
**Sols. Day and Wade Gery, St. Neots  
**COTTE, AUSTIN**, sugar and agent, Langward. *Pet. March 1.*  
**March 27**, at eleven, at office of Sol. Paine, Lincoln.  
**DAILEY, WESLEY**, merchant, Markia, and Bridge-house, Harrowd, and Frankfort-st, St. Peter's-pk, Harrowd. *Pet. Feb. 2.*  
**March 19**, at three, at offices of Josephine, Clarke, and G. S. King, at Chesfield. *Sol. Farbes*  
**DAVIES, JENNY**, late draper, Bristol. *Pet. March 1.*  
**March 27**, at twelve, at office of T. B. Pearce, 1, Exchange-buildings, Bristol.  
**DAVIS, JOHN GRIFFITHS**, linen draper, Landport. *Pet. March 1.*  
**March 27**, at four, at office of Sol. King, Portsea.  
**DAVIES, THOMAS**, baker, 10, Walsingham-st, Walsingham. *Pet. March 2.*  
**March 27**, at eleven, at office of Sol. Wilson, Walsingham.  
**DENYER, CHARLES**, beer retailer, Brighton. *Pet. March 1.*  
**March 27**, at twelve, at office of Sol. Webb, Brighton.  
**DIXON, MARK**, cartman, Bridlington-quay. *Pet. March 1.*  
**March 27**, at three, at office of Sol. Ledger, Bridlington.  
**DIXON, WILLIAM**, engineer, Victoria-chmbs, Victoria-st, Westminster, also West Crescent-mews, Unbridged. *Pet. March 1.*  
**March 27**, at three, at the Inns of Court hotel, Holborn.  
**Sols. Robinson and Preston, Lincoln's Inn-fields  
**DRING, OLIVER**, stone mason, Cambridge. *Pet. March 27.*  
**March 27**, at 8 1/2, Gresham-st, Cambridge.  
**DURRANT, ROBERT**, furniture dealer, New-pet, Mon. *Pet. March 5.*  
**March 20**, at twelve, at office of Sol. Graham, Newport.  
**ELLISON, RICHARD WILLIAM**, builder, Featherstone. *Pet. March 5.*  
**March 27**, at three, at the Crown and Anchor Inn, Featherstone.  
**ERICHSEN, HERMANN GUSTAV**, merchant, Great Winchester-bldgs, and Streatham Elm, Upper Tooting. *Pet. March 1.*  
**March 20**, at three, at offices of B. Fletcher and Co., accountants, 3, Louthbury. *Sols. Ashurst, Morris, and Co., Old Jerry*  
**FAULKES, THOMAS**, milkman, Hovingham. *Pet. March 8.*  
**March 27**, at three, at office of Sol. Beck, Nottingham.  
**FREEMAN, JOSEPH**, pawnbroker, Bristol. *Pet. March 1.*  
**March 27**, at one, at office of Sol. Evans, Bristol.  
**GARDNER, WILLIAM**, shipowner, South Shields. *Pet. March 1.*****



ILL, JOHN, and GILL, WILLIAM, machinists, Wakefield. Pet. March 5. March 21, at eleven, at offices of Sols. Gill and Hall Wakefield.

ODDWIN, PAIRCE, farmer, Llandaw Cwm. Pet. March 6. March 23, at two, at the Crown hotel, Buth. Sol. Stephens, Presteigne.

ODDWIN, THOMAS, retailer of beer, Llanidloes, Vauxhall. Pet. March 8. March 23, at two, at office of Sol. Bowker, Gray's-inn-sq.

ORDING, GEORGE, victualler, Saunderton, Lea. Pet. Feb. 23. March 20, at two, at office of Sol. Godfrey, Graham-bldgs, Colcham.

ORR, ALFRED MCNAMARA, Litherland, Pet. March 7. March 23, at two, at offices of Sols. Duncan, Hill, and Dickinson, Liverpool.

OSTHOPPE, WILLIAM, potato merchant, Hemingford-rd, Islington, and Great Northern potato-market, Great Northern Railway Goods-station, King's-cross, Pet. March 5. March 20, at twelve, at the Bedford Road, Midland, Covent-gdn. Sols. Burton and Co., Henrietta-st, Covent-gdn.

LAYWARD, JOHN, innkeeper, Eillemere. Pet. March 5. March 23, at one, at office of Sol. Blackmore and Allen, Eillemere.

OWDERSON, JOHN, victualler, Eddi back, par. Llanrug. Pet. March 5. March 21, at eleven, at offices of Sols. Jones and Co., Carmarthen.

OWS, DANIEL, hat manufacturer, Tottington, near Bury. Pet. March 5. March 23, at three, at office of Sol. Dawson, Manchester.

OWING, MICHAEL, tanner, Abbey-st, Barmouth. Pet. March 5. March 23, at eleven, at the Masons' tavern, Masons' avenue, Basinghall-st. Sol. Arnold, Finsbury-pavement.

ODGSON, SKELTON, joiner, Worthington. Pet. March 6. March 23, at twelve, at the Station hotel, Worthington. Sol. Thompson, Worthington.

OW, HENRY, dealer in chair stuff, Stokenborough. Pet. March 5. March 23, at eleven, at office of Sol. Dawson, High Wycombe.

OWENS, SIMON, traveller, Birmingham. Pet. March 7. March 23, at twelve, at office of Sol. Bell, South Shields.

OWING, LANCELOT, timber merchant, Swallow. Pet. March 7. March 23, at twelve, at the Neville hotel, Neville-st, Newcastle. Sol. Stewart, Newcastle.

OWEN, GEORGE, baker, Birmingham. Pet. March 6. March 23, at three, at office of Sol. James, Birmingham.

OWEN, SAMUEL, draper's assistant, Birmingham. Pet. March 5. March 23, at half-past ten, at office of Sol. Walter, Birmingham.

OWEN, THOMAS, agent, Australian-avenue, Barbican. Pet. March 7. April 5, at three, at the Cannon-st hotel. Sols. Crook and Winter, Abchurch-lane, Abchurch-lane, Cannon-st.

OWEN, FREDERICK, grocer, Hulme. Pet. March 6. March 23, at eleven, at office of Sol. Dawson, Manchester.

OWEN, ALFRED, woollen merchant, Lawrence-la, Cheapside, and Gothic-villas, Emdenham-rd, Balham. Pet. Feb. 23. March 21, at two, at the London Warehousemen's Association, 111, Cheapside. Sol. Cliff.

OWEN, FRANCIS, boot maker, Whitehaven. Pet. March 6. March 27, at twelve, at office of Sol. Atter, Whitehaven.

OWEN, JAMES, grocer, Darlington. Pet. March 6. March 23, at eleven, at office of Sol. Wood, Darlington.

OWEN, THOMAS, coal merchant, Bradford. Pet. March 5. March 16, at eleven, at 39, Manor-row, Bradford.

OWEN, ALFRED, draper, Nottingham. Pet. March 5. March 23, at three, at offices of Sols. Messrs. Bright, Nottingham.

OWEN, ROBERT DAVENY, late manager to a victualler, Russell-st, Tottenham-court-road. Pet. Feb. 17. March 17, at twelve, at offices of Sols. Burton and Co., Henrietta-st, Covent-gdn.

OWEN, SAMUEL MATTHEWS, boot manufacturer, Hull. Pet. March 2. March 19, at eleven, at office of Sols. Stead and Sibree, Hull.

OWEN, MANTLAND FRANCIS, tutor, Brighton. Pet. March 5. March 14, at eleven, at office of Sol. Potter, Brighton.

OWEN, GEORGE HAWSON, grocer, South Shields. Pet. March 7. March 23, at three, at office of Sol. Bell, South Shields.

OWEN, SAMUEL FRANCIS, accountant, Liverpool. Pet. March 7. March 15, at Clarendon-buildings, 1, South John-st, Liverpool, in lieu of the place originally named.

OWEN, DANIEL, bookmaker, Hertford. Pet. March 6. March 23, at twelve, at offices of Sols. Armstrong and Bowers, Hertford.

OWEN, FREDERICK WILLIAM, draper's assistant, Exeter. Pet. March 7. March 23, at eleven, at office of E. Fewings, 16, Queen-st, Exeter. Sol. Huggins.

OWEN, HENRY, umbrella maker, Gateshead. Pet. March 5. March 19, at three, at office of Sol. Harle, Newcastle.

OWEN, THOMAS, and PULFORD, TOM, drapers, Sloane-st, Knightsbridge. Pet. March 6. March 23, at twelve, at the London Warehousemen's Association, 111, Cheapside. Sols. Books, Kenrick, and Co., King-st, Cheapside.

OWEN, WILLIAM, wholesale milliner, Manchester. Pet. March 6. March 24, at twelve, at office of Sol. Gardner, Manchester.

OWEN, JOHN, accountant, Westthorpe. Pet. March 5. March 23, at four, at offices of W. A. Byrom, King-st, Wigan. Sols. Harwell and Pennington.

OWEN, JOHN, glover, Fulham-market. Pet. March 5. March 24, at three, at offices of I. B. Coles, Bank-plaza, Norwich. Sol. Backham, jun., Norwich.

OWEN, JOSEPH, jun., factor, Birmingham. Pet. March 5. March 23, at three, at office of Sols. Rowlands and Bagnall, Birmingham.

OWEN, JEDEDIAH, grocer, South Normanton. Pet. March 5. March 21, at three, at office of Sol. Hextall, Derby.

OWEN, JOHN SMITH, tobacconist, Manchester. Pet. March 6. March 23, at three, at office of Sols. Addleshaw and Warburton, Manchester.

OWEN, JOHN, and HALL, SAMUEL, builders, Cannock. Pet. March 5. March 20, at eleven, at office of Sol. Glover, Walsall.

OWEN, ROBERT, and ROBINSON, WILLIAM, joiners, Bowness. Pet. March 3. March 21, at two, at the Royal hotel, Bowness. Sol. Bowness, Windermere.

OWEN, JOHN IRELAND, painter, Shipley. Pet. March 6. March 21, at four, at office of Sol. Atkinson, Bradford.

OWEN, FREDERICK HENRY, hosier, Falcon-chmbs, Falcon-st. Pet. March 7. March 23, at three, at office of Sol. Briggs, Great James-st, Bedford-row.

OWEN, BENJAMIN WILLIAM, weaver, Batley. Pet. March 5. March 21, at half-past ten, at office of Sol. Wooler, Batley.

OWEN, GEORGE, market gardener, Taddington. Pet. March 5. March 24, at eleven, at the Bell inn, Taddington. Sols. Shepherd and Ewen, Luton.

OWEN, ROBERT, woollen waste dealer, Rochdale. Pet. March 6. March 23, at three, at office of Sol. Standing, Rochdale.

OWEN, JOSEPH, surveyor, Stockwell-pk-rd. Pet. Feb. 24. March 19, at three, at offices of Sols. Hicklin and Washington, Trinity-sq, Southwark.

OWEN, EDWARD, iron merchant, Middlesbrough. Pet. March 5. March 23, at eleven, at offices of Sol. Peacock, Middlesbrough.

OWEN, EDWARD, furniture dealer, Nantwich. Pet. March 5. March 21, at two, at the Swan hotel, Nantwich. Sol. Martin, Nantwich.

OWEN, ROBERT, poultryer, Leeds. Pet. March 6. March 21, at four, at offices of Sol. Hardwick, Leeds.

OWEN, RICHARD, late jeweller, Birmingham. Pet. March 7. March 23, at three, at office of Sol. Ward, Birmingham.

OWEN, WILLIAM, farmer, Thorescliffe, near Leek. March 20, at eleven, at office of Sol. May, Macclesfield.

OWEN, SYLVESTER, and SOLOMON, ISAAC, boot manufacturers, Tullerle-st, Hackney-rd. Pet. March 6. March 23, at two, at offices of E. J. Sydney and Son, 46, Finsbury-circus, Sol. Sydney, Finsbury-circus.

OWEN, JAMES, boot maker, Newbiggen-by-the-sea. Pet. March 5. March 20, at twelve, at offices of Sols. Messrs. Macdonald, Newcastle.

OWEN, HENRY, coach builder, Birmingham. Pet. March 6. March 17, at half-past ten, at office of Dugmore and Pinfold, accountant, 18, Bennett-hill, Birmingham. Sol. Walter, Birmingham.

OWEN, JOHN, draper, Blackburn. Pet. March 6. March 23, at three, at the Queen's hotel, Piccadilly, Manchester. Sol. Tattersall, Blackburn.

OWEN, GEORGE HENRY, livery stable keeper, Grovenor-mews, Berkeley-sq. Pet. March 6. March 24, at eleven, at office of Sol. Collis, Duke-st, Manchester-sq.

OWEN, JOHN, late butcher, Padham, near Burnley. Pet. March 6. March 23, at half-past three, at the Exchange hotel, Nicholas-st, Burnley. Sol. Hartley, Burnley.

OWEN, WOLFRAM, pawnbroker, Plymouth. Pet. March 5. March 27, at eleven, at office of Sol. Greenway, Plymouth.

OWEN, THOMAS, coach builder, Sheffield. Pet. March 6. March 23, at eleven, at office of Sol. Ibbotson, Sheffield.

OWEN, SAMUEL, ironmaster, Wakefield. Pet. March 7. March 23, at two, at the Calder Vale ironworks, Wakefield. Sols. Messrs. North, Leeds.

OWEN, JOHN, jun., grocer, Hereford. Pet. Feb. 23. March 5, at half-past two, at the Wellington hotel, Gloucester. Sol. Jorner, Hereford.

WILLIAMS, THOMAS, builder, Tregaron. Pet. March 6. March 23, at two, at office of Sol. Lloyd, Lampeter.

WILSON, ROBERT SIMPSON, grocer, Durham. Pet. March 7. March 20, at two, at the Turf hotel, Collingwood-st, Newcastle. Sol. Chapman, Durham.

WOODBURN, ROBERT, beerhouse keeper, Milom. Pet. March 5. March 23, at three, at offices of Sols. Myers-Makin and Hall, Milom.

WOODS, CHARLES, grocer, Ryde. Pet. March 3. March 21, at two, at office of Sol. Fardell, Ryde.

WOOLGROVE, JAMES, builder, Walthamstow. Pet. March 3. March 21, at three at office of P. F. Buffen, 130, Wool-exchange, Coleman-st. Sol. Russell Coleman-st.

WRIGHT, JAMES, late commercial traveller, South Penge Park, Penge. Pet. March 2. March 20, at four, at office of W. E. Bester, solicitor, 9, Laurence Pountney-hill, Cannon-st. Sol. Streeter, High-st, Croydon.

Gazette, March 13.

ANKER, CHARLES, innkeeper, Windmill inn, par. Snitterfield. Pet. March 8. March 23, at half-past eleven, at the Falcon hotel, Stratford-on-Avon. Sol. Lane, Stratford-on-Avon.

ALDERSON, WILLIAM BOND, butcher, Banham. Pet. March 7. March 20, at eleven, at office of Sols. Musket and Garrod, Banham.

ASTWOOD, GEORGE, contractor, Burnley. Pet. March 8. March 23, at three, at office of Sols. Messrs. Artindale, Burnley.

ATKINSON, WILLIAM, general merchant, Leeds. Pet. March 5. March 24, at twelve, at offices of Sol. Watson, Leeds.

ATKINSON, JOSEPH, of Liversedge, par. Birstal, and WARD, JOSEPH CLAPHAM, Thornhill, carpet manufacturers. Pet. March 8. March 23, at half-past two, at office of Sol. Deane, Healey-in-Batley.

ANDRAE, CAROLINA CORNELIA YON, widow, Milkwood-rd, Bristol. Pet. March 23, at three, at office of Sol. Thompson, Lidlard, and Co., Great James-st, Bedford-row.

ALLEN, HENRY TALBOT (trading as Boring and Co.), underwriter and merchant, Frenchchurch-st, Royal Exchange, and Pall Mall. Pet. March 10. March 23, at three, at offices of Sols. Laverton, Morris, and inman, Leeds.

BROWN, THOMAS, farmer, Headon, par. Headon-cum-Upton. Pet. March 8. March 27, at eleven, at offices of Sols. Mee and Co., Retford.

BARKER, GEORGE, grocer, Middlesbrough. Pet. March 9. March 23, at eleven, at office of Sols. Hutton and Bolsover, Stockton-on-Tees.

BEADNELL, JOSHUA, painter, Ruswarp, par. Whithy, Stockton-on-Tees. Pet. March 22, at two, at Steel's Temperance hotel, Stockton-on-Tees.

BEAL, WILLIAM, collier, East Dean. Pet. March 8. March 27, at three, at office of Sol. Dighton, Mickleham.

BRYAN, WILLIAM, grocer, Helborough. Pet. March 8. March 23, at eleven, at office of Sol. Collis, Stourbridge.

BROWN, SAMUEL, labourer, Hanley. Pet. March 7. March 23, at three, at office of Sol. Kent, Longton.

BROADBURY, EDWARD, general agent, Ashton-under-Lyne. Pet. March 10. March 23, at three, at office of R. A. Gartside, solicitor, Whalley-chmbs, 28, King-street, Manchester. Sol. Coates, Bolton.

BROWN, THOMAS, em. butcher, Liverpool. Pet. March 9. March 27, at three, at office of Sol. Risman, Liverpool.

BROWLEY, JOHN, DOWNY, HUGH, and CROSSLEY, JAMES sewing machine manufacturers, Oldham. Pet. March 8. March 24, at ten, at offices of Sols. Posenby and Carlisle, Oldham.

BROWN, THOMAS, manufacturer, Leeds. Pet. March 6. March 23, at three, at offices of Kirk and Co., Leeds. Sol. Pullan Bell, James William, licensed victualler, New Turnstile, Holborn. Pet. March 12. April 9, at three, at offices of Sols. Lewis, Munns, and Longden, Old Jewry.

CHADWICK, GEORGE, farmer, Badwell Ash. Pet. March 9. March 23, at half-past three, at office of Sols. Partridge and Greene, Bury Saint Edmunds.

CAVILL, JAMES HENRY, general dealer, Cardiff. Pet. March 8. March 23, at twelve, at office of D. T. Alexander, 76, St. Mary-st, Cardiff.

CHADWICK, GEORGE, and inman, Leeds. Pet. March 6. March 23, at three, at offices of Kirk and Co., Leeds. Sol. Pullan Bell, James William, licensed victualler, New Turnstile, Holborn. Pet. March 12. April 9, at three, at offices of Sols. Lewis, Munns, and Longden, Old Jewry.

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Webb v. Grace, Webb v. Wilshin, and Grace v. Webb  
West v. Greenway. In Master Lane's office  
Witham v. Gilshan, otherwise Rafferty. The account  
of Lawrence Gilsons  
Williams v. Hilton. The legacy account of Emma Hen-  
rietta Parsons, in the will called Emma Payne, free  
of legacy duty, under the testator's will  
Wilkie v. Huddart. George Fordyce and Isabel, his  
wife, their account  
Woodroffe v. Heamp  
White v. How  
Winbolt v. Hood  
Ex parte the Wilts, Somerset, and Weymouth Railway  
Company. The account of the estates of Robert Pat-  
tison, settled by the indenture of the 30th March  
1842  
In the matter of the trusts of the will of William  
Wilkin, late of Appleby in the county of Westmore-  
land, Esq., deceased, and the children of the body of  
Mary Bailie, lawfully begotten and their legal repre-  
sentative or representatives  
In the matter of the trusts of one-fourth part of the  
legacy of £750, being the amount of sterling money  
realized by the sale of the dwelling-house, grounds  
and hereditaments, with the appurtenances, situate  
in Bowl Alley-lane, in the town of Kingston-upon-  
Hull by the will of Thomas Wilson, deceased, and  
accumulations  
In the matter of the trust of the estate of Mary Wills,  
deceased. Ex parte Elizabeth Street  
In the matter of the trusts of the will of Robert Wink-  
worth, deceased  
In the matter of the trusts of the settlement made by  
William Wills the elder, dated 2nd August, 1816, in  
favour of Jane Rose and Frances Alexander and their  
issue. The share of George Alexander under the said  
settlement  
In the matter of the trusts of the settlement of John  
Wilson and Elizabeth his wife, deceased, and also of  
the trusts of the settlement of John Wilson, deceased  
Effy Wilson, a minor  
Ex parte the Bishop of Winchester  
Ex parte the Windsor, Staines, and South-Western  
Richmond to Windsor Railway Company. The  
account of John Taylor, or other the owner or owners  
of one acre and one rood of land, in the parish of  
Wraybury, in the county of Buckingham  
In the matter of Elizabeth Williams's trust  
In the matter of the estate of Harriot Wilson, and  
Wilson v. Leyburn. The account of the settlement  
of Clara Julia West and her children  
The estate of John Willoby, deceased, and Willoby v.  
Shirriff  
Webb v. Inglish. The Reverend Samuel Harrison's  
legacy account  
Waters v. Jones. The purchaser Beriah Botfield's  
indemnity account under the eight condition of sale  
Williams v. Jones. The account of the estates devised  
to Edward Theophilus Morgan  
Waters v. Jeffries  
Wynch v. James  
Webb v. Jones. In Master Holford's office  
Webb v. Inglish  
Whithead v. Jackson  
Winter v. Innes, and Winter v. Edwards  
Wollaston v. Jones  
Wrench v. Jutting  
Winter v. Kent. A fund to answer the unclaimed  
legacies given by the will of the testator, James  
Underhill  
Williams v. Knight  
Wright v. Lamb. The account of the legacy bequeathed  
to Mrs. Hewitson, the wife of Joshua Hewitson,  
subject to duty  
Williams v. Llewellyn  
White v. Countess Dowager of Lincoln, Duke of New-  
castle v. Brudenell, and Duke of Newcastle v.  
Kinderley  
White v. Lupton  
Westbrook v. McKie, and Westbrook v. Chauntler.  
The Rendous Bay Estate account  
Ward v. Morris  
Wilson v. Moore. The account of the representatives  
of Jean Tucker Crawford, deceased  
Wheelwright v. Massey  
Whittall v. Morgan  
Williams v. Marsden  
Wickliffe v. Mose. In Master Eld's office  
Willes v. Morgan. In Master Wilmot's office  
Wilkinson v. Moline  
Wilkin v. Nainby  
Wagstaff v. Nicholls. In Master Thomas Bennett's  
office  
Williamson v. Naylor  
In the matter of the trusts of the Woking Commoners'  
Act, 1854, so far as relates to the sum of £20 3s. 6d.,  
awarded thereunder in respect of lands and heredita-  
ments  
Ex parte the petitioners, Mary Wood, William Martin  
Carter, Joseph Wood, and Philip Pearce. The  
account of the infant George Wordsworth  
In the matter of the trusts of the legacies to Eleanor  
Woodward, Philip Coultsman, and Francis Nicholson,  
under the will of Dennet Milton Woodward  
In the matter of the trusts of the will of John Wood-  
yatt, deceased. The account of Cornelius John Jones,  
a seaman  
Andrew Mackason Woolhouse, a person of unsound  
mind. The real estate account  
Ex parte the Worcester and Hereford Railway  
Company. The account of Ann Williams  
Whitcomb v. Onalow  
Wood v. Ordish  
Wright v. Parkinson. The devised estates of Edward  
Wright, deceased  
Wynne v. Price. The account of Hester Waynman, the  
annuitant  
Wynne v. Price. The account of Elizabeth Wynne, the  
annuitant  
Wynne v. Price. The account of Elizabeth Williams,  
and annuitant  
Wynne v. Price. The account of Mary Williams,  
Winter v. Pulteney  
Wigan v. Purnell  
William v. Price  
Woodforde v. Partridge and Woodforde v. Moore  
Ward v. Purvis  
Charles Wright, an infant legatee

Whitaker v. Penley. The account of the infant plain-  
tiff, Elizabeth Catherine Astor, Sarah Astor, Ka-  
therine Astor, Esther Astor, Mary Astor, and John  
Jacob Astor  
In the matter of the trusts of an indenture of the 8th  
day of July, 1836, as regards the share of Charles Ed-  
ward Wright in the proceeds arising from a policy of  
insurance on the life of Beeston Wright  
Edward Ommoney Wrench, of Chester, Esq.  
Wake v. Ridge  
Willis v. Bontledge  
Warwick v. Richardson, Clark v. Sewell and others,  
Clark and another v. Sewell and others, and Clarke  
and another v. Sewell and others  
Westfield v. Skipworth, Jones v. Skipworth, and Jones  
v. Skipworth  
Waldo v. Secker  
Wrenmore v. Scudamore  
Wright v. Sandford  
Wright v. Samuda  
Walkins v. Schneider  
Wilson v. Squire  
White v. Scudamore  
Woodhouse v. Smith. The account of the plaintiffs  
Woodhouse v. Smith. The account of the plaintiff,  
Fanny Marion Woodhouse, and those contingently  
entitled in the event of her dying under 21, and un-  
married, subject to legacy duty  
Woodcock v. Tarbut. Funds reserved to meet the  
defendant's costs (if any) of this suit  
Watson v. Thomson  
Waters v. Taylor. The general creditor's account  
Wood v. Taylor and Wood v. Lord  
Woodcock v. Tarbut  
Warburton v. Vaughan  
Watts v. Vacher  
Walcott v. Walcott, Walcott v. Walcott, Walcott v.  
Fosberry, Walcott v. Euraght, Walcott v. Walcott,  
Walcott v. Walcott, and Walcott v. Bridges. The  
Emerson legacy duty account  
Williams v. William. The timber account  
Wade v. Wade. Thomas Troughton, the infant's account  
Ward v. Walker  
Joseph Septimus Ward v. John Ward and others  
Warner v. Warner. The account of the life interest  
descended to the plaintiff  
Webster v. Webster. The account of the legacy given  
to James David Webster Greenhill  
Weyland v. Wayland. The defendant Ann Penny's  
annuity account  
Stephen White and others v. Betty White and others.  
The account of the defendant, Elizabeth Seymour  
Wyatt v. Wilkins  
Winter v. Winter  
Warren v. Whitworth  
Ward v. Whitechurch, on account of the debts and  
legacies which are contingent. In Master Kinaston's  
office  
Whitley v. Watson  
Wren v. Wren  
Webster v. Webster  
Webster v. Webster. Thomas Webster's account  
Walker v. Wright  
Warburton v. Wych. In Master Lane's office  
Western v. Williams  
Wynch v. Wynch. In Master Wilmot's office  
Whitel v. Whitel  
Walker v. Wingfield  
Ward v. Ward, and Ward v. Ward  
Williams v. Wace  
Wickens v. Wickens  
Woodward v. Woodward  
Walcott v. Walcott  
Wintle v. Wemyss. The real estate account  
Wroughton v. Wroughton, and Wroughton v. Ander-  
son. The plate and picture account  
William Lister Wymond, an infant  
In the matter of the vicar of Wymering  
Ex parte the Yarmouth and Haddiscoe Railway Com-  
pany. In the matter of the Yarmouth and Haddiscoe  
Railway Act 1856  
Yellowley v. Burgh  
Yes v. Trese, and Bowerbank v. Pickering. Rents and  
profits and produce of the trust estate  
Yerbury v. Head. Thomas Watson's account  
Yerbury v. Head. Jemima Elizabeth Watson's account  
Yerbury v. Head. Elizabeth Sarah Watson's account  
Yerbury v. Head. Rachael Watson's account  
Yerbury v. Head. Sarah Goldsborough's account  
Yerbury v. Head. Eleanor Yerbury's annuity account  
Yonde v. Jones  
Young v. Murray  
Yule v. Morrison  
The Duke of York v. Duke of Newcastle  
Ex parte the York and Newcastle Railway Company.  
The account of Samuel Chapman  
Ex parte the York, Newcastle, and Berwick Railway  
Company. The account of William Smith  
Ex parte the York, Newcastle, and Berwick Railway  
Company  
Ex parte the York, Newcastle, and Berwick Railway  
Company. In the matter of the York, Newcastle, and  
Berwick Railways Act 1847  
Yates v. Rawlings. The account of shareholders who  
have not come in to substantiate their claims.

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

HILARY SITTINGS, 1877.

Rolls of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday, Mar. 17	..... Pemberton	..... Clowes
Monday	..... Leach	..... Merivale
Tuesday	..... 20	..... Milne
Wednesday	..... 21	..... Merivale
Thursday	..... 22	..... Milne
Friday	..... 23	..... Milne
Saturday	..... 24	..... Merivale
	V.C. Malins.	V.C. Bacon.
Saturday, Mar. 17	..... Mervale	..... Holdship
Monday	..... King	..... Ward
Tuesday	..... 20	..... Pemberton
Wednesday	..... 21	..... Ward
Thursday	..... 22	..... Pemberton
Friday	..... 23	..... Ward
Saturday	..... 24	..... Pemberton

	V.C. Hall.	Certificates of Sale and Transfer.
Saturday, Mar. 17	..... King	..... Ward
Monday	..... 19	..... Holdship
Tuesday	..... 20	..... Teesdale
Wednesday	..... 21	..... Leach
Thursday	..... 22	..... Latham
Friday	..... 23	..... Farrer
Saturday	..... 24	..... King

The Easter Vacation will commence on March 3,  
and terminate on April 3, both days inclusive.

## THE GAZETTES.

### Bankrupts.

Gazette March 9.

To surrender at the Bankrupts' Court, Lincoln's Inn Fields.  
CHARLTON, EGBERT, physician, Clarendon-rd., Notting Hl.  
Pet. March 5. Reg. Brougham. Sur. March 20

To surrender in the Country.

BUCHANAN, CHARLES EDWARD, cotton broker, Liverpool. Pet.  
March 5. Reg. Bellinger. Sur. March 19  
DALELL, ROBERT, Esq., Wallingford. Pet. Dec. 21. Reg.  
Bishop. Sur. March 20  
EAST, EDWARD, farmer and wool buyer, Gosherton. Pet. Mar.  
5. Reg. Gaches. Sur. March 21  
JOHNSON, ISAAC, timber merchant, Blaydon, and Newnham.  
Pet. March 7. Reg. Mortimer. Sur. March 20  
LEES, THOMAS, and LEES, EDWARD THIRLAL, cloth and ce-  
paillon manufacturers, Halifax. Pet. March 7. Reg. Rank.  
Sur. March 20  
LOWDES, A. S., gentleman and merchant, Aberley. Pet. Mar.  
5. Reg. Rowland. Sur. March 20  
SKELTON, WILLIAM, grocer, Sunderland. Pet. March 4. Reg.  
Ellis. Sur. March 21  
THORNTON, SYKES, gentleman, Brighton. Pet. March 7. Reg.  
Evershed. Sur. March 20  
WRIGHT, JOHN, flour dealer, Middleton. Pet. March 5. Reg.  
Tweeddale. Sur. March 21

Gazette, March 13.

To surrender at the Bankrupts' Court, Lincoln's Inn Fields.  
GUDGEON, OSWALD, merchant, Imperial-bldgs., Queen Vicar-  
st. Pet. March 12. Reg. Brougham. Sur. March 20  
NUGENT, LOUIS JOHN, King-st. St. James'. Pet. March 12. Reg.  
Pepps. Sur. March 20

To surrender in the Country.

BIRD, BEVERLEY, gentleman, Bonythorn, near Helston. Pet.  
March 6. Reg. Chilcott. Sur. March 24  
GILFLET, JOHN, Tydes, near Newport. Mon. Pet. March 1  
Reg. Davis. Sur. March 27  
HANDS, THOMAS WOODWARD, tobacconist, Gateshead. Pet.  
March 10. Reg. Mortimer. Sur. March 27  
HEWSON, GEORGE, and HEWSON, JOHN EDWARD, cotton millers,  
Holderness. Pet. March 8. Reg. Reg. Reg. Reg.  
KNIGHT, JAMES, builder, Bournemouth. Pet. March 12. Reg.  
Dickinson. Sur. March 24  
MARTIN, ROBERT JOSEPH, out of business, Devon. Pet.  
March 10. Reg. Smith. Sur. March 25  
OATES, WILLIAM, barhouse keeper, Sheffield. Pet. March 1  
Reg. Waks. Sur. March 25  
SMITH, SAMUEL, draper and grocer, Charlton Horwode, S.  
Somerset. Pet. March 8. Reg. Ratten. Sur. March 2  
WILCOCKSON, THOMAS JOSEPH, provision dealer, Preston. Pet.  
March 9. Reg. Hulton. Sur. March 29  
WRIGHT, WILLIAM WALLACE, pawnbroker, Liverpool. Pet.  
March 10. Reg. Watson. Sur. March 20

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 9.

ADAMSON, JAMES, innkeeper, Bishop Middleham. Pet. March  
March 27, at three, at office of Sol. Todd, West Hartlepool  
BAKER, ALFRED, grocer, King-st. West, Hartlepool. Pet.  
March 7. March 26, at two, at office of Sol. Pittman, Gates-  
head, Basinghall St.  
BAYLIS, WILLIAM THOMAS, late victualler, Bromsgrove. Pet.  
March 1. March 19, at two, at the Great Western Hotel, Bir-  
mouth-st. Birmingham. Sol. Dale, Birmingham  
BRADSHAW, GEORGE, baker, Chesterfield. Pet. March 6. March 1  
at three, at offices of Sol. Cutts, Jones, and Middleton, Cam-  
bridgefield  
BROMLEY, JOHN, DOWNNEY, HUGH, and CROSSLEY, JAMES, sea-  
ing machine manufacturers, Oldham. Pet. March 6. March 2  
at three, at the King's Arms Hotel, 6, York-st., Oldham.  
Sols. Ponsbury and Carlile  
BROWN, WALTER, baker, Whetstone. Pet. March 1. March 2  
at three, at offices of F. Holloway, accountant, 12, Ball  
Fountain, Leighton. Sol. Penton, Highgate  
BRYAN, JONATHAN, book manufacturer, Shrewsbury and Bir-  
mingham. Pet. March 2. March 21, at two, at the Queen's  
Hotel, Stephenson-pl., Birmingham. Sols. Benson and Thomas,  
Bristol  
BRYANT, JOHN, cattle dealer, Tarnadon. Pet. March 1  
March 28, at two, at office of Sol. Brook, Diss  
BUCKLEY, GEORGE, miller, Kidsgrove. Pet. Feb. 22. March 1  
at eleven, at office of Sol. Sherratt, Kidsgrove  
BURTON, NATHANIEL, eating house keeper, Newcastle. Pet.  
March 7. March 19, at three, at office of Sol. Sewell, Newcastle  
CARR, ARTHUR, commission merchant, Birmingham. Pet. March 5  
March 20, at twelve, at offices of Sols. Southall, Thompson,  
Southall, Birmingham  
COLDHAF, JAMES, innkeeper, Belchampton. Pet. March 6  
March 18, at the Rose and Crown Hotel, Su.bury, at 12 o'clock  
place originally named  
COLLIER, DAVID, innkeeper, Aberaman. Pet. March 7. March 2  
at one, at office of Sol. Linton, Aberdare  
COTTERELL, WILLIAM, farmer, Stowe Nine Churches. Pet.  
March 6. March 28, at eleven, at the Swan Hotel, Bedford. Sol.  
Day and Wade, Gery, St. Neots  
COUPE, ASTIN, surgeon's assistant, Langworth. Pet. March 1  
March 24, at eleven, at office of Sol. Page, Lincoln  
DARLEY, WESLEY, merchant, Mark-la, and Bridge-house, Be-  
row-rd., and Frankfort-rd., St. Peter's-pl., Harrow-rd. Pet. Mar.  
22. March 19, at three, at offices of Joselyne, Clarke, and Co., 3,  
King-st., Cheap-side, Sol. Parkes  
DAVIS, HENRY, late dairyman, Bristol. Pet. March 7. March 1  
at twelve, at offices of T. B. Pearce, 1, Exchange-build-  
ing, Bristol  
DAVIS, JOHN GRIFFITHS, linen draper, Landport. Pet. March 1  
March 30, at four, at office of Sol. King, Portsea  
DAWBER, THOMAS, engineer, Earlston. Pet. March 2. March 2  
at eleven, at office of Sol. Wilson, Wigan  
DEXTER, CHARLES, beer retailer, Brighton. Pet. March 1  
March 31, at twelve, at office of Sol. Webb, Brighton  
DIXON, MARK, cartman, Bridlington-quay. Pet. March 1. March 2  
at three, at office of Sol. Ledger, Bridlington  
DIXON, WILLIAM, engineer, Victoria-chmbs., Victoria, West-  
minster, also West Crescent-mews, Uxbridge-rd. Pet. Mar. 1  
March 27, at three, at the Inns of Court Hotel, Holborn. Sols.  
Robinson and Preston, Lincoln's Inn-fields  
DRING, OLIVER, stone mason, Cambridge. Pet. March 7. March  
24, at ten, at office of Sol. Ginn, Cambridge  
DURRANT, ROBERT, furniture dealer, New-pet. Mon. Pet. Mar. 1  
5. March 30, at twelve, at office of Sol. Graham, Newport  
ELLISON, RICHARD WILLIAM, builder, Featherstone. Pet. Mar. 5  
March 22, at three, at the Crown and Anchor Inn, Pontefract  
Sol. Horne, Wakefield  
ERICHSEN, HERMANN GUSTAV, merchant, Great Winchester-  
bldgs. and Streatham Elm, Upper Tooting. Pet. March 1  
March 26, at three, at offices of R. Fletcher and Co., accountants,  
3, Lothbury. Sols. Ashurst, Morris, and Co., Old Jewry  
FAULKNER, THOMAS, miller, Haveringham. Pet. March 6. March  
19, at twelve, at office of Sol. Bell, Nottingham  
FREEMAN, JOSEPH, pawnbroker, Bristol. Pet. March 6. March  
21, at one, at office of Sol. Evans, Bristol  
GARDNER, WILLIAM, shipowner, South S'-vel's. Pet. March 6  
March 29, at twelve, at office of Sol. Dale, South Shields



HILL, JOHN, and GILL, WILLIAM, machinists, Wakefield. Pet. March 3. March 21, at eleven, at offices of Soles, Gill and Hall, Wakefield.

HOODWIN, PRICE, farmer, Llandawey Cam. Pet. March 6. March 20, at two, at the Crown hotel, Bath. Sol. Stephens, Presteigne.

HOODWIN, THOMAS, retailer of beer, Vauxhall-walk, Vauxhall. Pet. March 5. March 20, at two, at office of Sol. Bowker, Gray's Inn-sq.

HARDING, GEORGE, victualler, Sanderton, Lee. Pet. Feb. 28. March 20, at two, at office of Sol. Godfrey, Gresham-bldgs, Gullhall.

HARE, ALFRED McNAMARA, Litherland, Pet. March 7. March 22, at two, at offices of Soles, Duncan, Hill, and Dickinson, Liverpool.

HASTHORPE, WILLIAM, potato merchant, Hemingford-rd, Islington, and Great Northern potato-market, Great Northern Railway Goods-station, King's-cross. Pet. March 5. March 20, at twelve, at the Bedford Road, Maiden-lane, Covent-gdn. Soles. Button and Co., Henrietta-st, Covent-gdn.

HAYWARD, JOHN, innkeeper, Eilemere. Pet. March 5. March 21, at one, at office of Soles, Blackburne and Allen, Eilemere.

HENDERSON, JOHN, victualler, Efail bach, par. Llanrug. Pet. March 5. March 21, at eleven, at offices of Soles, Jones and Co., Carmarthen.

HEYS, DANIEL, hat manufacturer, Tottington, near Bury. Pet. March 5. March 22, at three, at office of Sol. Anderson, Bury.

HIGGINS, MICHAEL, farmer, Abbey-st-south, Bermondsey. Pet. Feb. 28. March 18, at eleven, at the Mason's tavern, Mason's-avenue, Basinghall-st. Sol. Arnold, Finsbury-pavement.

HODGSON, SKELTON, joiner, Worthington. Pet. March 6. March 22, at twelve, at the Station hotel, Worthington. Sol. Thompson, Worthington.

HOG, HENRY, dealer in chair stuff, Stokenchurch. Pet. March 5. March 23, at eleven, at office of Sol. Rawson, High Wycombe.

HOODS, SIMON, traveller, Birmingham. Pet. March 7. March 22, at twelve, at office of Sol. Solomon, Birmingham.

HOPKINS, LAMBERT, timber merchant, Swilwell. Pet. March 7. March 22, at twelve, at the Neville hotel, Neville-st, Newcastle. Sol. Stewart, Newcastle.

HONES, GEORGE, baker, Birmingham. Pet. March 6. March 22, at three, at office of Sol. James, Birmingham.

HONES, SAMUEL, cooper's assistant, Birmingham. Pet. March 5. March 19, at half-past ten, at office of Sol. Walter, Birmingham.

HONES, THOMAS, agent, Australian-avenue, Barbican. Pet. March 7. April 5, at three, at the Cannon-st hotel. Soles. Crook and Winter, Abchurch-chmbs, Abchurch-lane, Cannon-st.

ILLIAN, FREDERICK, grocer, Huddersfield. Pet. March 5. March 22, at eleven, at office of Sol. Dawson, Manchester.

ITLEY, ALFRED, woollen merchant, Lawrence-lane, Cheapside, and Gothic-villas, Endesham-rd, Balham. Pet. Feb. 28. March 22, at two, at the London Warehousemen's Association, 111, Cheapside. Sol. Giff.

ICKER, FRANCIS, boot maker, Whitehaven. Pet. March 6. March 27, at twelve, at office of Sol. Atter, Whitehaven.

MCNEILL, JAMES, grocer, Darlington. Pet. March 6. March 23, at eleven, at office of Sol. Wooler, Darlington.

KALTRY, THOMAS, coal merchant, Bradford. Pet. March 3. March 16, at eleven, at 20, Manor-row, Bradford.

KETTAM, ALFRED, draper, Nottingham. Pet. March 5. March 23, at three, at offices of Soles, Messrs. Bright, Nottingham.

MILLS, ROBERT DOT, timber merchant, Swilwell. Pet. March 5. March 22, at twelve, at the Cannon-st hotel. Soles. Crook and Winter, Abchurch-chmbs, Abchurch-lane, Cannon-st.

MILLS, ROBERT DOT, timber merchant, Swilwell. Pet. March 5. March 22, at twelve, at the Cannon-st hotel. Soles. Crook and Winter, Abchurch-chmbs, Abchurch-lane, Cannon-st.

MOOR, SAMUEL MATTHEWS, boot manufacturer, Hull. Pet. March 2. March 19, at eleven, at office of Soles, Stead and Sibree, Hull.

MORLAND, MAITLAND FRANCIS, tutor, Brighton. Pet. March 5. March 14, at eleven, at office of Sol. Potter Brighton.

MORTON, GEORGE HAWSON, grocer, South Shields. Pet. March 7. March 23, at three, at office of Sol. Bell, South Shields.

OLIVER, WILLIAM, whole sale milliner, Manchester. Pet. March 7. March 15, at Clarendon-buildings, South John-st, Liverpool, in lieu of the place originally named.

PARKER, DANIEL, bootmaker, Hertford. Pet. March 6. March 22, at twelve, at offices of Soles, Armstrong and Bowers, Hertford.

PARKER, FREDERICK WILLIAM, draper's assistant, Exeter. Pet. March 7. March 23, at eleven, at offices of E. Fewings, 16, Queen-st, Exeter. Sol. Higgins.

PHILLIPS, HENRY, umbrella maker, Gateshead. Pet. March 5. March 19, at two, at office of Sol. Rawson, High Wycombe.

PULFORD, THOMAS, and PULFORD, TOM, drapers, Sloane-st, Knightsbridge. Pet. March 6. March 23, at twelve, at the London Warehousemen's Association, 111, Cheapside. Soles. Books, Kenrick, and Co., King-st, Cheapside.

PURDY, WILLIAM, whole sale milliner, Manchester. Pet. March 5. March 24, at twelve, at office of Sol. Gardner, Manchester.

REYNOLDS, JOHN, accountant, Westhoughton. Pet. March 5. March 20, at four, at offices of W. A. Byrom, King-st, Wigan. Soles. Hamwell and Pennington.

RICHES, JOHN, grocer, Fulham-market. Pet. March 5. March 24, at three, at offices of I. B. Coates, Bank-plaza, Norwich. Sol. Rackham, jun., Norwich.

ROBY, JOSEPH, jun., factor, Birmingham. Pet. March 5. March 22, at three, at office of Soles, Rowlands and Bagnall, Birmingham.

ROLEY, JEDEDIAH, grocer, South Normanton. Pet. March 5. March 21, at three, at office of Sol. Hextall, Derby.

SMITH, JOHN SMITH, tobacconist, Manchester. Pet. March 6. March 20, at three, at office of Soles, Adleshaw and Warburton, Manchester.

JOHNS, JOHN, and HALL, SAMUEL, builders, Cannock. Pet. March 5. March 20, at eleven, at office of Sol. Glover, Walsall.

JOHNSON, ROBERT, and ROBINSON, WILLIAM, joiners, Bowness. Pet. March 3. March 21, at two, at the Royal hotel, Bowness, Sol. Bowness, Windermere.

LUSHWORTH, JOHN IRELAND, painter, Shipley. Pet. March 6. March 21, at four, at office of Sol. Atkinson, Bradford.

EDDON, FREDERICK HENRY, hostler, Falcon-chmbs, Falcon-st, Pet. March 7. March 20, at three, at office of Sol. Briggs, Great James-st, Bedford-row.

HEARD, BENJAMIN WILLIAM, weaver, Batley. Pet. March 5. March 21, at half-past ten, at office of Sol. Wooler, Batley.

HELTON, GEORGE, market gardener, Toddington. Pet. March 5. March 24, at eleven, at the Bell inn, Toddington. Soles. Shepherd and Ewen, Luton.

HEPHERD, ROBERT, woollen waste dealer, Rochdale. Pet. March 6. March 22, at three, at office of Sol. Standring, Rochdale.

HIMMONS, JOSEPH, surveyor, Stockwell-pk-rd. Pet. Feb. 24. March 19, at three, at offices of Soles, Hicklin and Washington, Trinity-sq, Southwark.

MIRKE, EDWARD, iron merchant, Middlesbrough. Pet. March 6. March 22, at eleven, at offices of Sol. Peacock, Middlesbrough.

MITCHELL, EDWARD, furniture dealer, Nantwich. Pet. March 5. March 22, at two, at the Swan hotel, Nantwich. Sol. Martin, Nantwich.

MITCHELL, ROBERT, poultryer, Leeds. Pet. March 6. March 21, at four, at office of Sol. Hardwick, Leeds.

MELUS, RICHARD, late jeweller, Birmingham. Pet. March 7. March 23, at three, at office of Sol. Ward, Birmingham.

NOW, WILLIAM, farmer, Thornecliffe, near Leek. March 20, at eleven, at offices of Sol. May, Macclesfield.

OLSON, SYLVESTER, and OLSON, ISAAC, boot manufacturers, Tuller-lane, Hackney-rd. Pet. March 6. March 22, at two, at offices of E. J. Sydney and Son, 46, Finsbury-circus, Sol. Sydney, Finsbury-circus.

TEPPERSON, JAMES, boot maker, Newbiggen-by-the-sea. Pet. March 5. March 20, at twelve, at offices of Soles, Messrs. MacDonald, Newcastle.

AYLOR, HENRY, coach builder, Birmingham. Pet. March 6. March 17, at half-past ten, at offices of Dogmore and Pinfield, accountant, 18, Bennett-hill, Birmingham. Sol. Walter, Birmingham.

HOMPSON, JOHN, draper, Blackburn. Pet. March 6. March 23, at three, at the Queen's hotel, Piccadilly, Manchester. Sol. Tattersall, Blackburn.

TOMLIN, GEORGE HENRY, livery stable keeper, Grovesnor-mews, Berkeley-sq. Pet. March 6. March 24, at eleven, at office of Sol. Collis, Duke-st, Manchester-sq.

OTTE, JOHN, late butcher, Padman, near Burnley. Pet. March 6. March 21, at half-past three, at the Exchange hotel, Nicholas-lane, Burnley. Sol. Harley, Burnley.

WOLFRANK, WOLFRANK, pawnbroker, Plymouth. Pet. March 5. March 27, at eleven, at office of Sol. Greenway, Plymouth.

UNOR, THOMAS, coach builder, Sheffield. Pet. March 6. March 21, at eleven, at office of Sol. Ibbotson, Sheffield.

WITHAM, SAMUEL, ironmaster, Wakefield. Pet. March 7. March 22, at two, at the Calder Vale ironworks, Wakefield. Soles. Messrs. North, Leeds.

WILLIAMS, JOHN, jun., grocer, Hereford. Pet. Feb. 28. March 22, at half-past two, at the Wellington hotel, Gloucester. Sol. Corner, Hereford.

WILLIAMS, THOMAS, builder, Tregaron. Pet. March 6. March 22, at two, at office of Sol. Lloyd, Lampeter.

WILSON, ROBERT SIMON, grocer, Durham. Pet. March 7. March 24, at two, at the Tort hotel, Collingwood-st, Newcastle. Sol. Chapman, Durham.

WOODBURN, ROBERT, beerhouse keeper, Milcom. Pet. March 5. March 23, at three, at offices of Soles, Myers-Meakin and Hall, Milcom.

WOODS, CHARLES, grocer, Ryde. Pet. March 3. March 21, at two, at office of Sol. Fardell, Ryde.

WOOLGROVE, JAMES, builder, Walthamstow. Pet. March 3. March 21, at three, at office of F. F. Buffen, 130, Wool-exchange, Coleman-st. Sol. Russell Coleman-st.

WIGLEY, JAMES, late commercial traveller, South Penge Park, Penge. Pet. March 2. March 20, at four, at office of W. E. Baxter, solicitor, 9, Laurence Pountney-hill, Cannon-st. Sol. Streeter, High-st, Croydon.

## Gazette, March 13.

ANKER, CHARLES, innkeeper, Windmill Inn, par. Snitterfield. Pet. March 3. March 23, at half-past eleven, at the Falcon hotel, Stratford-on-Avon. Sol. Lane, Stratford-on-Avon.

ALDERSON, WILLIAM BOND, butcher, Banham. Pet. March 7. March 23, at eleven, at office of Soles, Musket and Garrod, Diss.

ASTWOOD, GEORGE, contractor, Burnley. Pet. March 8. March 23, at three, at office of Soles, Messrs. Artindale, Burnley.

AFLECK, WILLIAM, general merchant, Leeds. Pet. March 5. March 24, at twelve, at offices of Sol. Watson, Leeds.

ARMITAGE, JOSEPH PEARSON, of Liversedge, par. Birstal, and Ward, Joseph CLAPHAM, Thornhill, carpet manufacturers. Pet. March 9. March 26, at half-past two, at office of Sol. Deane, Healey-in-Batley.

ANDLAW, CAROLINA CORNELIA VON, widow, Milkwood-rd, Bristol. Pet. March 3. March 20, at two, at offices of Soles, Thom. Mar. Lillard and Co., Great James-st, Bedford-row.

ALLEN, HENRY TALBOT (trading as Boring and Co.), underwriter and merchant, Fenchurch-st, Royal Exchange, and Pall Mall. Pet. March 10. March 25, at three, at offices of Soles, Lawrence, Fews, and Baker, Old Jewry-chambers.

BROWN, THOMAS, general agent, par. Haddon-cum-Upton. Pet. March 8. March 27, at eleven, at offices of Soles, Mee and Co., Retford.

BARKER, GEORGE, grocer, Middlesbrough. Pet. March 9. March 23, at eleven, at office of Soles, Hutton and Bolsover, Stockton-on-Tees.

BEADNELL, JOSHUA, painter, Ruswarp, par. Whitby. Pet. March 9. March 22, at two, at Steel's Temperance hotel, Stockton-on-Tees.

BRAIN, WILLIAM, collier, East Dean. Pet. March 8. March 27, at eleven, at office of Sol. Dighton, Middlesbrough.

BRYAN, WILLIAM, grocer, Belbroughton. Pet. March 8. March 23, at eleven, at office of Sol. Collis, Stourbridge.

BROWN, SAMUEL, labourer, Hanley. Pet. March 7. March 23, at three, at office of Sol. Kent, London.

BRADBURY, EDWARD, general agent, Ashton-under-Lyne. Pet. March 10. March 23, at three, at office of R. A. Gattide, solicitor, Whalley-chmbs, 83, King-street, Manchester. Sol. Coates.

BRABIN, THOMAS, sen., butcher, Liverpool. Pet. March 9. March 27, at three, at office of Sol. Hittes, Liverpool.

BROMLEY, JOHN, DOWNNEY, HUGH, and CROSSLEY, JAMES, sewing machine manufacturers, Oldham. Pet. March 8. March 24, at ten, at offices of Soles, Posenby and Carlisle, Oldham.

BLACKSTON, MORRIS, hat manufacturer, Leeds. Pet. March 6. March 23, at three, at offices of R. A. Gattide, solicitor, Whalley-chmbs, 83, King-street, Manchester. Sol. Coates.

BELL, JAMES WILLIAM, licensed victualler, New Turnstile, Holborn. Pet. March 12. April 9, at three, at offices of Soles, Lewis, Munns, and Longden, Old Jewry.

CRACKNELL, GEORGE, farmer, Badwell Ash. Pet. March 9. March 23, at three, at office of Soles, Partridge and Greene, Bury Saint Edmunds.

CAVILL, JAMES HENRY, general dealer, Cardiff. Pet. March 8. March 23, at twelve, at office of D. T. Alexander, 78, St. Mary-st, Cardiff. Sol. Woldron, Cardiff.

CHONIN, JOSEPH P. KICK, outfitter, Portsea. Pet. March 7. March 24, at three, at office of Sol. King, Portsea.

CRUSSELL, WILLIAM, draper, Ely. Pet. March 10. March 27, at half-past twelve, at office of Sol. Richardson, Chatteris.

CLEMINSON, MICHAEL, machine broker, Bishop Auckland. Pet. March 9. March 27, at two, at the King's Head hotel, Darlington. Sol. Bruce, Bishop Auckland.

COOPER, SAMUEL, brush manufacturer, Newcastle-upon-Tyne. Pet. March 10. March 23, at eleven, at office of Sol. Bond, New castle-upon-Tyne.

COADIN, GEORGE DEMETRIUS, commission agent, Manchester. Pet. March 10. March 27, at three, at office of Soles, Grundy and Kershaw, Manchester.

CANE, JOHN GEORGE, baker, Dover. Pet. March 5. March 20, at eleven, at the Milstone inn, Dover. Sol. Hall.

CANFIELD, CHARLES, farmer, Stone Pit farm, par. Seal. Pet. March 9. March 23, at half-past twelve, at the Royal Crown hotel, Sevenoaks. Soles. Holcroft, Knockner, and Holcroft, Sevenoaks.

CHADWICK, JAMES BOWLING, out of business, Leeds. Pet. March 7. March 24, at eleven, at offices of Sol. Hardwick, Leeds.

COLES, CORNELIUS ST. THOMAS, tailor, Osney Town, near Oxford. Pet. March 9. March 23, at eleven, at the Snerbourne Arms, 1, Castle-st, St. Peter-le-Bailly, Oxford. Sol. Bertridge, Oxford.

COCHRANE, HENRY, engineer, Great Dover-st, Borough. Pet. March 6. April 4, at twelve, at the Guildhall coffee house, 38, Gresham-st, Sol. Rexworthy, Cheapside.

COOPER, CHARLES JAMES, timber merchant, Arlington-st, Telting-st, March 23, at three, at offices of Messrs. Harvey, Weavers' hall, 22, Basinghall-st. Soles. Messrs. Haynes, Grecian-chambers, Devereux-st, Temple.

DAWSON, GEORGE EDWARD, innkeeper, Wrangle. Pet. March 9. March 23, at eleven, at office of Sol. Thomas, Boston.

DAVIS, WILLIAM, farmer, Walthouse, par. Much Marele, Pet. March 9. March 23, at twelve, at office of Sol. Piper, Leodbury.

DODDS, ARCHIBALD TAIT, builder, Edith-st, Stockwell. Pet. March 8. March 24, at eleven, at the Law Institution, Chancery-lane. Sol. Mackeson, Taylor, and Arnold, Lincoln's-inn-fields.

ELLIS, GRUFFITHS, quarry agent, Llanberis. Pet. March 9. March 27, at two, at offices of Soles, Roberts and Thomas, Carnarvon.

FLUDGER, HENRY, furniture dealer, Woolwich. Pet. March 8. March 21, at three, at No. 130, High-st, Woolwich. Sol. Cooper, Chancery-lane, London.

FORD, WILLIAM, chair maker, Chipping Wycombe. Pet. March 5. March 23, at three, at office of Sol. Rawson, High Wycombe.

GREAVES, HORACE JOSHUA JOHN, farmer, Goodladd, near Rusdon. Pet. March 8. March 23, at twelve, at the Lion hotel, Hope-st, Wrexham. Sol. Morris, Shrewsbury.

GRACE, HENRY, confectioner, South Shields. Pet. March 10. March 23, at ten, at office of Sol. Blair, South Shields.

GASTON, JAMES, tobacconist, High-st, Teddington. Pet. March 10. March 23, at two, at offices of Soles, Barron and Pook, Metropolitan-buildings, Queen Victoria-st.

HOWE, JAMES, stonemason, Biggleswade. Pet. March 10. March 23, at four, at offices of Soles, Hooper and Co., Biggleswade.

HASSALL, WILLIAM, butcher, Wigston. Pet. March 8. March 19, at three, at offices of Sol. Wright, Leicester.

HARRIS, JOSEPH, farmer, Filton, near Banbury. Pet. March 8. April 5, at one, at the Horseshoe Inn, Eye. Sol. Pollard, Ipswich.

HEWER, JAMES, coachmaker, Southampton. Pet. March 6. March 23, at one, at offices of Messrs. Edmonds, Davis, and Clark, 5, Old Jewry, London. Soles. Coxwell, Bassett and Stanton, Southampton.

HUNTER, WILLIAM CHARLES, solicitor's clerk, Roth. Pet. March 8. March 23, at eleven, at offices of Messrs. A. H. Tapson and Co., Dock-st, Newport, Mon.

HAYMAN, WILLIAM, jun., miller, Great Withingham. Pet. March 3. March 23, at three, at office of Soles, Saddy and Llnay, Norwich.

HUMPHRIES, ELIZA, licensed victualler, Worcester. Pet. March 6. March 23, at three, at office of Sol. Pitt, Worcester.

HARRIS, WILLIAM, journeyman miller, Petherton Bridge, par. South Petherton. Pet. March 7. March 23, at two, at offices of Soles, Peren and McMillan, South Petherton.

HUGHES, WILLIAM, grocer, Moss Side, near Manchester. Pet. March 6. March 23, at eleven, at offices of Soles, Boots and Eddar, Manchester.

HARLAND, GEORGE, cordwainer, Roadeale Abbey. Pet. March 7. March 27, at half-past eleven, at office of Sol. Parkinson, Pickering.

HOLLIS, WILLIAM, farmer, Cogges, near Witney. Pet. March 8. April 4, at eleven, at office of Sol. Mallam, Oxford.

JONES, GEORGE JAMES, and WILSON, RITSON ALEXANDER, hardwaremen, Bristol. Pet. March 7. March 23, at twelve, at the Guildhall tavern, King-st, Cheapside, London. Sol. Dix Sibly, Bristol.

JONES, JOHN, retired Inland Revenue officer, Ashby-de-la-Zouch. Pet. March 9. March 23, at twelve, at the Queen's hotel, Ashby-de-la-Zouch. Sol. Wilson, Barton-on-Trent.

KELLY, MICHAEL, grocer, Bradford. Pet. March 8. March 23, at eleven, at offices of Soles, Terry and Robinson, Bradford.

LLOYD, WILLIAM SOLOMON BOWEN, pearl worker, Birmingham. Pet. March 9. March 23, at eleven, at office of Sol. Barber, Birmingham.

LISEMAN, JOHN DALE, iron merchant, Newcastle-upon-Tyne, and Morpeth. Pet. March 8. March 23, at eleven, at offices of Soles, Ingledew and Daggett, Newcastle-upon-Tyne.

LEITH, ALFRED, tea dealer, Fonthill-rd, Finsbury Park. Pet. March 9. March 21, at two, at the Mason's Hall tavern, Mason's-avenue, Basinghall-st. Sol. Trehearn.

MATTHEWS, EDWARD, draper, Merthyr Tydfil. Pet. March 6. March 23, at one, at office of Sol. Lewis, Merthyr Tydfil.

MIDDLETON, MICHAEL, cab proprietor, Darlington. Pet. March 7. March 24, at eleven, at offices of Soles, Stevenson and Meek, Darlington.

MILLMAN, JAMES, tailor, Bristol. Pet. March 10. March 23, at three, at office of Sol. Beckingham, Bristol.

MUNDY, EDWARD, ironmonger, Coventry. Pet. March 5. March 21, at three, at the Craven Arms hotel, Coventry. Sol. Browett, Coventry.

MORSE, JOHN, general draper, Narberth. Pet. March 7. March 31, at eleven, at the Inns of Court hotel, Holborn, London. Soles. Griffiths and Green, Carmarthen.

MATTHEWS, FREDERICK, farmer, Saham Toney. Pet. March 10. March 23, at three, at office of Soles, Grigson and Robinson, Watton.

MATTHEWS, EDWIN OSCAR, boot dealer, Chorlton-upon-Medlock. Pet. March 8. March 23, at three, at offices of Sol. Watts, Manchester.

MARTINDALE, THOMAS, cowkeeper, York. Pet. March 10. March 23, at one, at office of Sol. Wilkinson, York.

MITTON, JOHN, milliner, Sowerby Bridge, par. Halifax. Pet. March 10. March 23, at eleven, at office of Sol. Walehaw, Halifax.

NORRIS, WILLIAM WILSON, builder, Hastings. Pet. March 6. March 27, at eleven, at the Bridge House hotel, Southwark. Sol. Messrs. Langham, Hastings.

NURGENT, WILLIAM, tailor, Newcastle-upon-Lyme. Pet. March 3. March 20, at eleven, at offices of J. Green, public accountant, 37, Brasenose-st, Manchester. Sol. Worth, Rochdale.

OLDENHAM, JOHN, grocer, Burton-on-Trent. Pet. March 9. March 21, at eleven, at the Midland hotel, Burton-on-Trent. Sol. Taylor, Burton-on-Trent.

OLIVER, STEPHEN, linen draper, Norham. Pet. March 10. March 24, at eleven, at offices of Sol. Dunlop, Berwick-upon-Tweed.

PRICE, CHARLES, grocer, Brecon. Pet. March 6. March 24, at two, at office of Sol. Bishop, Brecon.

PEVERELL, GEORGE, provision dealer, Stockton-on-Tees. Pet. March 7. March 24, at half-past ten, at office of Soles, Draper, Stockton-on-Tees.

PAGETT, GEORGE, butcher, Birmingham. Pet. March 9. April 7, at eleven, at office of Sol. Jacques, Birmingham.

PALMER, HENRY, coal merchant, Widham Stores, par. Purton. Pet. March 9. March 23, at one, at the Railway hotel, Didcot.

PRICE, DAVID, general dealer, New Tredegar. Pet. March 8. March 26, at one, at offices of Soles, Simons and Fews, Merthyr Tydfil.

PEARCE, WALTER, out of business, West Bromwich. Pet. March 10. March 24, at eleven, at offices of Sol. Collis, Stourbridge.

PHILLIPSON, WILLIAM, grocer, Barrow-in-Furness. Pet. March 8. March 26, at two, at the Ship hotel, Barrow-in-Furness. Sol. Park, Barrow-in-Furness.

PARRY, ROBERT, grocer, Liverpool. Pet. March 10. March 27, at three, at offices of Sol. Froham and Nicholson, Liverpool.

POYNTER, WILLIAM JOHN, gasfitter, Gravesend. Pet. March 2. March 26, at one, at the Court-house, Gravesend. Soles. Sharland and Hatton, Gravesend.

FRANK, CHARLES, coach builder, Aylesbury. Pet. March 16. April 1, at three, at office of Sol. Head, Aylesbury.

PICKERING, JOHN, cab driver, Scarborough. Pet. March 9. March 24, at a quarter-past ten, at office of Sol. Williamson, Scarborough.

REED, ARTHA, upholsterer, Eden-st and Orchard-rd, Kingston-upon-Thames. Pet. March 8. March 27, at two, at the Chamber of Commerce, 145, Cheapside. Soles. Wilkinson and Howlett, Bedford-st, Covent Garden.

ROBINSON, WILLIAM, brewer, Tarporley. Pet. Feb. 28. March 23, at eleven, at office of Sol. Warburton, Crewe.

RENNICK, WILLIAM, game dealer, Bradford. Pet. March 8. March 23, at three, at offices of Sol. Singleton, Bradford.

READ, SARAH, linen draper, Scarborough. Pet. March 8. March 23, at one, at offices of Soles, Rooke and Midgley, Leeds.

REID, ROBERT, hatter, Kingston-upon-Hull. Pet. March 9. March 23, at three, at office of Sol. Summers, Kingston-upon-Hull.

SMITH, JAMES WILLIAM, accountant, Clarence-rd, Bow. Pet. March 6. March 23, at eleven, at office of George Emdin, accountant, 72, Coleman-st, Sol. Horwood, Coleman-st.

STANLEY, JAMES, grocer, Swansea. Pet. March 3. March 23, at eleven, at office of Sol. Cox, Swansea.

SCHMERBIDE, HENRY WILLIAM, coal dealer, Aston, near Birmingham. Pet. March 5. March 20, at eleven, at office of Sol. Phillips, Aston.

SMITH, AARON, grinder, Batman's-hill, par. Sedgley. Pet. March 7. March 23, at one, at office of Sol. Fellows, Bliston.

STEVENSON, PETER, draper, East Grinstead. Pet. March 7. March 23, at two, at offices of Sol. Harrison, New-linn, Strand.

SAUNDERS, EBENEZER, builder, Maldon, and line merchant, Heybridge. Pet. March 10. March 23, at eleven, at offices of Soles, Digby, Son, and Evans, Maldon.

SIDEBOTHAM, SAMUEL, and HOWROYD, WILLIAM ROBERT, iron-founders, Manchester. Pet. March 8. April 5, at eleven, at offices of Whit, accountant, King-street, Manchester. Sol. Dawson, Manchester.

SANDERSON, SOLOMON, and PROCTOR, ALBERT, electric engineers, Huddersfield. Pet. March 9. March 23, at three, at offices of Soles, Leary, Leary, and Morrison, Huddersfield.

TAYLOR, ALFRED, grocer, Tuxford. Pet. March 5. March 22, at twelve, at offices of Sol. Champion, East Retford.

TORRY, CHARLES EDWARD, and SHARPE, HERBERT SEPTIMUS, colliery agents, Brigg. Pet. March 8. March 24, at one, at the Angel hotel, Brigg. Sol. Robb.

THOMASON, GEORGE, sewing machine dealer, Kidderminster and Worcester. Pet. March 7. March 27, at three, at offices of Soles, Miller, Corbet, and Co., Kidderminster.

THOMAS, THOMAS WILLIAM, commission agent, Bold, par. Stockton-on-Tees. Pet. March 5. March 23, at three, at the Argyle hotel, Stockton-on-Tees. Soles. Messrs. Chorlton, Manchester.

TAFF, WILLIAM, shopkeeper, Great Yarmouth. Pet. March 10. March 23, at eleven, at offices of Sol. Cow, Great Yarmouth.

TREWIN, THOMAS, farmer, West Putford. Pet. March 10. March 27, at three, at offices of Soles, Tepley and Hutchins, Great Torrington.

TREACHER, HENRY, fruiterer, Blackheath. Pet. March 10. March 27, at eleven, at office of Sol. Lockyer, Deptford-bridge.

TOPHAM, WILLIAM, game merchant, Manningham, par. Bradford. Pet. March 9. March 26, at half-past three, at offices of Sol. Neill, Bradford.

THOMAS, WILLIAM HENRY, coal merchant, Skeldergate, Pet. March 9. March 23, at one, at office of Sol. Wilkinson, York.

WATTS, JAMES, tobacco manufacturer, Birmingham. Pet. March 10. March 23, at eleven, at offices of Soles, Wright and Marshall, Birmingham.

WILSON, AUGUSTUS, tobacconist, Bristol. Pet. March 3. March 26, at two, at office of Sol. Dix Sibly, Bristol.

WHITEHEAD, EBENEZER, sculptor, Cambridge. Pet. March 8. March 25, at eleven, at office of Soles, Ellison and Burrows, Petty Cury.

WHITE, HENRY, smith, Derby. Pet. March 8. March 26, at one, at office of Sol. Hextall, Derby.

WILKINSON, JAMES JOSEPH, tailor, Bedford. Pet. March 9. March 27, at twelve, at offices of Soles, Conquest and Clark, Bedford.

YOUNG, ROBERT GIBSON, baker, Sunderland. Pet. March 7. March 23, at three, at offices of Soles, Bowey and Brewis, Sunderland.

YOUNG, INRAHM, dealer in fancy goods, Bournemouth. Pet. March 5. March 21, at two, at offices of Soles, Aldridge and Sharp, Bournemouth.

## Bankruptcies Annulled.

Gazette, March 6.

HUTTER, JOHN EDWARD, merchant, Mincing-lane. Nov. 22, 1876.

THOMAS, EDWARD, attorney, Bristol. Nov. 25, 1871.

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THE TIMES, NOV. 25, 1874.

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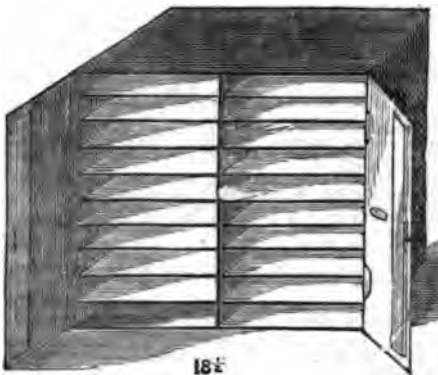
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**SOLICITORS' and REGISTRARS' ROSES**  
and WIGS.—J. E. MURRAY, Robt and Wm. Malt,  
3, Bell-yard, Temple Bar, W.C.

the peace, to the payment of a fine of £30 and reasonable costs, or in lieu of such fine or in default of its payment, imprisonment for two months, with or without hard labour. The member for Glasgow who fathered this Act would, no doubt, be surprised to hear that it seems to have become, to all intents and purposes, a dead letter, numerous proffers to sell information appearing, as far as can be judged, with perfect impunity in the pages of many of the sporting papers. Mr. ANDERSON is about to introduce, in the present session of Parliament, another Bill for the licensing of metropolitan meetings, which, if passed, would be very partial in operation. Why does not a properly-qualified member—Mr. CHAPLIN, for instance—introduce a really comprehensive measure on the subject of racing and betting, consolidating and amending and repealing where expedient the old statutes?

In the recent case of *Ex parte Watson, re Love* (36 L. T. Rep. N. S. 75), some interesting questions upon the law relating to stoppage in transitu were discussed in the Court of Appeal. Not the least important of those questions was that which related to the duration of the transitu. In a case decided by the Privy Council in the year 1869 (*Rodgers v. The Comptoir d'Escompte de Paris*), it was laid down as a general rule that where goods are sold to be sent to a particular destination named by the vendor, the right of the unpaid vendor continues until the goods arrive and are delivered at the place named according to the bill of lading. The facts in *Ex parte Watson* enabled the Court of Appeal to apply this rule. WATSON, who was a manufacturer, agreed to supply LOVE with goods on the terms that the latter should, during the continuance of the agreement, accept bills drawn by the former for the amount of the goods supplied. The latter was to ship the goods to certain merchants abroad to whom the bills of lading were to be sent, but WATSON was to have a lien on the bills of lading, and each particular shipment of goods in transit outwards. This agreement was under seal. So much for the course of dealing. During the continuance of the agreement LOVE bought a quantity of goods of WATSON, which were sent by the latter to a packer, who was instructed to forward them to the former for shipment to the merchant abroad. LOVE directed the packer to send them by rail for shipment, directed to the merchants in question. A bill at six months was accepted according to the agreement, and bills of lading made out to the order of LOVE or his assigns. This bill was signed by the shippers and retained by them on the ground that LOVE had not paid freight. Before the ship in which the goods were to be carried had sailed, the acceptor of the bill of exchange failed. In the ensuing week WATSON telegraphed to the merchants abroad, directing them to deliver the goods to his agents. The acceptor filed a liquidation petition on the day after the telegram was sent, and was adjudicated a bankrupt. Before the goods arrived at their destination the bills of lading were claimed of the shippers by both the vendor and the trustee in bankruptcy. In *Rodgers v. The Comptoir D'Escompte de Paris*, the bills of lading were made out to agents abroad, and reliance was placed on that fact in the argument urged on behalf of the trustee that that case was distinguishable from the present. A statement in Benjamin on Sales (p. 703) was quoted, "The question, and the sole question, for determining whether the transitu is ended is, In what capacity the goods are held by him who has the custody? Is he the buyer's agent to keep the goods or the buyer's agent to forward them to the destination intended at the time the goods were put in transit?" This was quoted in support of the view that the right of stoppage in transitu was at an end upon the arrival of the goods at a railway station. The court, however, decided that the transit did not end until the goods arrived at their destination abroad, and that the vendor's right of stoppage in transitu was not altered by anything in the agreement. "So far as the question of the duration of the transitu is concerned," said Sir RICHARD BAGGALLAY, "I am quite unable to distinguish the facts of this case from the facts of the case of *Rodgers v. Comptoir D'Escompte de Paris*, decided by the Privy Council. In that case it was held that the transitu continued so long as the goods were in the charge of a third party who had contracted with the carrier for the purpose of forwarding them." Sir GEORGE BRAMWELL agreed with this view. His Lordship, in continuation of his remarks, applied the decision in that case to the present case, and went on to say, "It has so happened in this case that by reason of the bills of lading never having been sent from England, there was no person in Shanghai to whom the goods could have been delivered by the carriers, and consequently they remained in the possession of the carriers, and the transitu was therefore not completed." An attempt was made to bring the case within the Bills of Sale Act, but this was quickly disposed of by the court. A question was also raised as to the reputed ownership of the goods, and Lord Justice JAMES remarked that if the case depended upon the determination of that question it was clear that the bankrupt was the owner of the goods subject to an impeachable equitable charge. The vendor succeeded, however, upon the question of stoppage in transitu, and it was lucky, as the same learned Judge observed, that the documents of title had never left the shippers' possession.

#### AGENCY—LIABILITY OF AGENTS TO BE SUED FOR MONEY RECEIVED ON ACCOUNT OF PRINCIPAL (a).

THE following cases in addition to those already quoted sufficiently illustrate this branch of law:

Lord Mansfield's statement of the law was adopted in *Cor v. Prentice* (3 M. & S. 344), which was decided in 1815. The defendant had received from his principal a bar of silver, which he took to the plaintiffs, who melted it, and having obtained an assay at defendant's expense, paid the latter as for the number of ounces of silver which by the assay it was calculated to contain. The number paid for was afterwards discovered to exceed the true number. The plaintiffs offered to return the bar. The court held that they might sue the defendant for the price, although he had sent his account to the principal, and in it had placed the price received to the credit of his principal.

This case is also interesting as illustrating the efficacy under similar circumstances, of the defence based on the maxim *Caveat emptor*. On behalf of the defendant, it was contended, that at the time of the sale the agent was ignorant of the value, and that even if he had affirmed that the silver was of a particular value, neither he nor the principal would be liable unless he knew it not to be of that value, or warranted it to be so: (*Chandeler v. Lopez*, Cro. Jac. 4.) But here the buyers fixed the price by the estimate of a third person. The contention was of no avail. "This," said Lord Ellenborough, "is a case of mutual innocence and equal error. . . . Much of the argument has been raised by the circumstance of a third person having been introduced into this transaction; but the nature of the commodity made the intervention of some other standard than the parties' own judgment necessary." As to the position of the assayer, the court agreed that he was a middleman, or if an agent for one party only, he was rather an agent for the defendant.

*Stephens v. Badcock* (3 B. & Ad. 354) was decided in 1832. An attorney, who was accustomed to receive dues for the plaintiff, left his clerk, the defendant, in charge of the office. The defendant, whilst so in charge, received money on account of the above dues for the plaintiffs, and gave a receipt signed "B. for M. J." (his master). The latter left home and never returned, but it did not appear that his intention so to act was known to the defendant. At the trial it was contended at the time of payment on behalf of the defendant, that as the defendant acted only as clerk to the attorney in receiving the dues, the action should have been brought against his principal: (see *Sadler v. Evans*, 1864; and *Miller v. Arie*, 1 Selw. N. P. 92); and, secondly, that there was no privity between the plaintiff and defendant. Mr. Justice Taunton ruled that the money was recoverable as having been paid to the defendant under a mistake, and not paid over by him to his principal before notice. A rule nisi to enter a nonsuit was made absolute, the court being of opinion that the money could not be recovered from the defendant, or money paid to him in a mistake. The defendant, it was held, received it as the attorney's agent, and the receipt given was the receipt of the principal, and, if he had not been bankrupt, would have been evidence against him in an action brought by the present plaintiff.

Since the year 1842, when *Walker v. Rostron* (9 M. & W. 411) was decided, it has been considered as settled law that when a person transfers to a creditor on account of a debt whether due or not, a fund actually existing or accruing in the hands of a third person, and notifies the transfer to the holder of the fund, although there is no legal obligation on the holder to pay the amount of the debt to the transferee, yet the holder of the fund may, and if he does promise to pay to the transferee, then the money becomes a fund received, or to be received for and payable to the transferee, and when it has been received an action for the money lies at the suit of the transferee against the holder.

In *Walker v. Rostron* the plaintiff had sold goods to A., and received his acceptances for the price. These were transmitted to the defendant, as A.'s agent, who consigned them to his partner abroad. For further security it was agreed between the plaintiff A. and one of the defendant's partners authorised for that purpose, that A. should write and deliver to the defendant a letter authorising him, out of any remittances he might receive against the net proceeds of the consignments, to pay the acceptances as they became due, if not honoured by A. previously. The letter was delivered to the defendant, and he assented to its terms. A. became bankrupt before the bills were due. The defendant refused to carry out the terms of the letter, but upon receiving them handed over the net proceeds to the bankrupt's assignees. Two points were reserved at the trial. The only one, however, connected with the present question was whether the order amounted to an appropriation or equitable assignment of the proceeds of the goods. No rule was granted upon the first point. As to the second, it was argued that the order was revoked by A.'s bankruptcy; that it could not amount to an irrevocable appropriation or equitable assignment of the fund for want of a valuable consideration. The court having taken time to consider its judgment, discharged the rule granted upon the second point.

The argument founded upon a want of consideration failed.

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.



time to attend to any other part of their duties than holding courts. In the end it would probably be found necessary to continue the present registrars, and the judicial registrar would become simply an inferior Judge under the Judge of the principal district, and the country would have to pay a few extra salaries of £1200 a year each, from which the public would receive little or no benefit.

#### THE CONTINGENT REMAINDER BILLS.

THE compendious Bill introduced by the Lord Chancellor for amending the law of Contingent Remainders, and which has been read a second time, will probably be accepted as a substitute for the similar Bill suggested by Mr. Joshua Williams, on which we offered some remarks (LAW TIMES, vol. lxi., pp. 392 and 416), and which will be found *in extenso* at page 312 of our current volume. The Lord Chancellor's Bill, which we subjoin, appears to effect every object proposed by Mr. Williams' Bill, and to go considerably beyond it, by bringing "every contingent remainder however created existing at any time after the passing" of the Act within its operation, saving only the right of any person "claiming, or to claim, any estate or interest under any contract or assurance for valuable consideration entered into or made before the passing" of the Act. The proposed Act will, therefore, have a retrospective operation in cases where the heir, residuary devisee, or other person entitled on failure of the remainder has not dealt with his interest. In the remarks to which we have referred, we objected to what appeared to us the unnecessarily prospective and timorous character of Mr. Williams' Bill, and indicated what in our judgment should be the extent of its operation. We adhere to the view then expressed. Mr. Williams' Bill contemplated a suspension of the operation of the Act until a future day (the 1st Jan. 1878), and in regard to all instruments creating remainders made previously (including wills or codicils not revived or republished after that day), excluded the operation of the Act.

Differing from Lord Cairns' Bill, it seems to us that remainders created and existing before the passing of the Act should be governed by the old law; but, differing from Mr. Williams' Bill, we do not recognise a remainder as created or existing merely because a testator who should survive the passing of the Act has limited the same by a will executed before the passing of the Act; in such a case the death of the testator should, we think, be the period which is to determine whether the Act applies.

Our repugnance to retrospective legislation is so extreme that

we cannot consider that the right of the heir or residuary devisee to take advantage of the failure of a contingent remainder created and existing at the passing of the Act can with any propriety be made to depend on the fact of his having or not having sold or charged his expectation, or, to speak more correctly, his transmissible interest to arise on a contingent event. The existing law, which destroys contingent remainders and gives the benefit of the destruction to others, is admittedly absurd, but that is no reason why expectations, which, as we say, are something more than mere expectations, or *spes successionis*, and amount in fact to vested rights founded on such a law, are to be destroyed or interfered with by an *ex post facto* enactment.

We observe that the Lord Chancellor's Bill confines itself strictly to remainders, avoiding those larger questions on which we suggested that legislation might be desirable.

We observe, also, that there is no mention of the rule against perpetuity as in sect. 5 of Mr. Williams' Bill. There can, however, be little doubt that the rule will now apply to all contingent remainders coming within the operation of Lord Cairns' Bill, since it was their peculiar quality of dependence on the particular estate which alone practically exempted them from the application of the rule. We say, therefore, that if cases arise within the operation of the proposed Bill similar to *Cole v. Sewell* (2 H. of L. Cas. 186) and *Doe v. Perratt* (9 Cl. & Fin. 606) the remainders then held good would probably be held void *ab initio* on the ground of perpetuity.

#### THE LORD CHANCELLOR'S BILL.

1. Every contingent remainder, however created, existing at any time after the passing of this Act, in tenements or hereditaments of any tenure, which would have been valid as a springing or shifting use, or executory devise, or other limitation, had it not had a sufficient estate to support it as a contingent remainder, shall be, and if created before the passing of this Act shall be deemed to have been, capable of taking effect at the time in that behalf appointed in or by the instrument or other assurance creating the same, notwithstanding the prior natural determination of the estate supporting it, in all respects as if such determination had not happened until the time so appointed as aforesaid; but, as against any person claiming or to claim any estate or interest under any contract or assurance for valuable consideration entered into or made before the passing of this Act, this enactment shall not be operative so as to defeat or affect such estate or interest.

## LEGISLATION AND JURISPRUDENCE.

### HOUSE OF LORDS.

Friday, March 16.

#### BANKRUPTCY LAW AMENDMENT BILL.

THE LORD CHANCELLOR, in moving the second reading of this Bill, reminded their Lordships that at the latter part of last session he laid on the table of their Lordships' house a Bill for the consolidation and amendment of the Bankruptcy Laws. When doing so he, with the permission of their Lordships, entered at some length into a consideration of the present state of the law, and of the defects which were supposed to exist in the Act of 1869, and, further, of the way in which, on the part of Her Majesty's Government, he proposed to remedy those defects. Inasmuch as the Bill now before their Lordships was to a great extent the same as that of last session, he thought it would be unpardonable in him to repeat the statement he made when introducing that Bill. He said the present Bill was to a great extent the same. A number of changes had been made in the measure of last year after consultation with those who were best acquainted with the subject; but these could hardly be explained till their Lordships went into committee on the Bill now before them. The Bill of last year had passed their Lordships' House at so late a period of the session that it was found impossible to pass it through the other House of Parliament. He only hoped that the present Bill, if it met with their Lordships' approval, would be more successful elsewhere than the Bill of 1876. The evils it was intended to meet certainly were crying, and they had not abated since last session. He now moved the second reading, but would be glad to afford any information on the subject of the Bill which any noble lord might desire. (Hear, hear.)

Lord HATHESLEY said that in 1869 the state of the Law of Bankruptcy was felt to be in a deplorable condition. The last Act passed previously to that year was the Act of 1861, which had been

prepared and introduced by a man of great ability—the late Lord Westbury. Returns had been made to Parliament for the year ending October, 1869, and he would quote some figures from that return to show how much amendment was required in the law at that date. By the Act of 1861 a debtor was allowed to apply to the Court for his own adjudication as a bankrupt. In the year ending October 1869, of 10,000 persons who were adjudicated bankrupts 7530 were made bankrupts at their own request. He found that in that same year dividend was paid in 1695 cases, while in 7346 cases no dividend whatever was paid. When their Lordships bore in mind that in that year 7530 persons were adjudicated bankrupts at their own request, they would readily understand why no dividend was paid in 7346 cases. He alluded to these points because he perceived that in the present Bill it was proposed to undo what was done in 1869, and revert to the system of allowing debtors to get themselves adjudicated bankrupts. He was not aware that his noble and learned friend on the woolsack had shown any good ground for a return to a policy that had produced such results as those to which he had just referred. He was aware that in support of the proposition his noble friend relied on the fact that the Controller in Bankruptcy and other gentlemen of great experience were favourable to it, but in the paper in which those gentlemen expressed their opinion on the subject they gave no reason for that opinion. He was happy to say that simultaneously with the Bankruptcy Act of 1869 he succeeded in passing an Act abolishing imprisonment for debt except in case of misconduct on the part of the bankrupt, which misconduct might be punished by imprisonment for six weeks. The great objects in case of bankruptcy were—first, to collect the assets of the bankrupt; next, to place them in security for the moment; and, lastly, to divide them honestly amongst the creditors. But the principle of handing over the management of such business as that to a Court of Justice appeared to him to be a false one. He did not see why a Court of Justice should be

regarded as a machinery for the collection of debts. The punishment of a fraudulent debtor did properly come within the province of a Court of Justice. The policy of the Act of 1869 was to hand over to his creditors the management of the property of the bankrupt. The creditors were authorised to select trustees, and a penalty was provided in case the trustees should keep the assets in their hands beyond a certain stipulated time after collection. It was not urged as against the Act of 1869 that the management of the bankrupt's estate usually got into the hands of a comparatively small body of the creditors, and that vast sums of money had accumulated in the hands of the trustees in bankruptcy matters. It might be asked, *Quis custodiet custodes?* He attributed the evils charged against the Act to those who ought to be most interested in the proper carrying out of a bankruptcy matter—the creditors themselves. The Controller in Bankruptcy in England showed that in those cases where the creditors had bestowed close attention to the management of the estate the Act had worked well, and the Controller in Bankruptcy in Scotland stated his opinion that the failure of the Act of 1869 was due to creditors not taking a proper interest in the management of the estate, and acting by proxy. There were inherent difficulties in the business which he feared no legislation would cure. One was that men of business would not give up the time necessary for the management of a bankrupt estate when all they could get for it was a dividend, and in most cases, perhaps, a small dividend. The other was that men in business often had a reluctance to confess that they were creditors to a large amount of a bankrupt creditor. He could not help entertaining a strong opinion that if men did not take care of their own business, it was no part of the duty of the Legislature to take care of it for them. He might call attention to the fact that while the total number of adjudications in bankruptcy was 10,000 in 1869, it was only 1350 in 1870—the year after his Act became law. (Hear, hear.)

The Earl of Powis drew attention to Clause



defendant was again solemnly called and did not appear, but made a third default, which said third default is recorded, &c.; and thereupon a further day is given by the court to the said defendant to appear at the next court to be holden, &c., on the 27th day of February, at which said next court, holden, &c., the said plaintiff, by his said attorney, appears and offers himself against the said defendant in the plea aforesaid; and thereupon the said defendant was again solemnly called and did not appear, but made a fourth default, which said fourth default is recorded, &c.; and thereupon, after the said fourth default recorded by the court against the said defendant in the plea aforesaid, according to the custom, &c., the said plaintiff, by his said attorney, prays process, according to the custom, &c., to warn the said defendant, the garnishee, to be and appear in this court to show cause, &c.; whereupon it is commanded by the same court to the said serjeant-at-mace, that he, according to the custom of the city, warn and make known to the said garnishee, to be and appear here in this court, to be holden, &c., on Saturday, the day of , to show cause, &c., why the said plaintiff ought not to have execution of the said sum of £ s. , so attached in the hands and custody as aforesaid; and that the said serjeant-at-mace return and certify at the same court, what, &c.; the same day is given by the court to the said plaintiff to be there, &c., at which said court, holden, &c., the said plaintiff, by his said attorney, appear; and the said serjeant-at-mace returned and certified to the same court that he, by virtue of the said precept to him directed, and according to the custom, &c., had warned and made known to the said garnishee to be and appear at this same court, to show cause, &c., as above commanded; and thereupon at the same court the said garnishee was solemnly called.

Now as a matter of fact, this formality of calling the defendant in court four days consecutively, is not only not gone through, but he is not in any shape or form made aware of the steps which the plaintiff is taking to attach his moneys or goods in the hands of the garnishee. This process of foreign attachment is supposed to be merely for the purpose of compelling the appearance of the defendant; but like many other provisions of all our courts, is open to abuse, just as bankruptcy proceedings are taken to enforce payment of a debt, or a magistrate's court is used for a like purpose. Speaking of the judgment record as against the garnishee, Brandon (now the assistant judge of the Lord Mayor's Court), in his work on "The Customary Law of Foreign Attachment," says (page 75): "The record is a recital of all the proceedings from the entry of the action until the delivery of the copy record, with all the fictions relating to the attachment, and which proceedings are supposed to have been recorded from day to day." This process, peculiar to the Lord Mayor's Court (London), is frequently used by solicitors practising in the City of London, while a somewhat similar process created by the Common Law Procedure Act 1854 in cases in the Superior Courts, after judgment signed against the defendant, is hardly ever used, and for this excellent reason, that while in the Mayor's Court the plaintiff can get possession of the money in the hands of the garnishee upon simply issuing a summons against his debtor, without, however, serving it—the very fact that in the Superior Courts the plaintiff must get his judgment, deprives him of what is most valuable in such a process, because if a defendant lets judgment go by default he must usually be taken to be in impoverished circumstances, and would not be likely to leave his moneys in the hands of a third party, which money could, after judgment, be attached by the judgment creditor. Mr. Brandon, in the preface to his work above referred to, says, speaking of the provision in the Act of 1854, "Probably the attachments under the garnishee clauses (of the C. L. P. Act 1854) may be considered as an experiment." The custom in the city of London has been the subject of inquiry before two Royal Commissions, one in 1837, when the commissioners reported that "the advantage of a speedy and safe mode of recovering debts was obvious;" the other in 1854, when the commissioners reported in favour of preserving the custom, subject to amendments, which, however, have never been effected. A consideration of the whole question, as well on this as on former occasions, in these columns, forces on us the conclusion that the interests of trade and the interests of creditors generally require the adoption in the High Court of Justice of some such practice as that of foreign attachment, as used in the city of London. It is an anomaly that though used within the city, it cannot be used outside it, either in the East-end of London or in the city of Westminster. It would be a matter of very little difficulty to frame a Bill which, while avoiding all the tedious forms and shams and rigmorole and "all the fictions" of the Lord Mayor's process, would secure to bond fide creditors additional means for securing payment of just debts, which is more than ever wanted since imprisonment for debt is done away with, and the bankruptcy laws offer such a ready means of escape to debtors from the payment of their debts.

THE Irish Judicature Bill is dragging its weary way through Parliament, and will no doubt become law this year. It contains a clause which *English solicitors* have lost sight of, or have not

noticed at all. Power is to be given to the Irish High Court of Justice to direct actions commenced in the English High Court of Justice against defendants residing in Ireland to be removed into the Irish High Court. We fail to appreciate the arguments in favour of such an exceptional provision. The English High Court has no such power as regards defendants in Irish actions who live in England. The effect of the proposed clause will be that creditors and others in this country will not sue persons living in Ireland, for the defendant will only have to defend in order to render it necessary for the plaintiff and his witnesses and solicitor to go to Dublin to attend the trial. The provision in the Judicature Acts and rules in regard to suing people resident out of the jurisdiction has already been objected to by Irish lawyers, and the provision of sect. 18 of the Common Law Procedure Act 1853, on the like subject, was due to the efforts of Irish peers in the Lords when the Bill was passing through that House. The fact is, "Irish grievances" are now being made the cry, under the cover of which one-sided legislation in the single interests of Irishmen is being accomplished. This is a state of things which cannot be too carefully guarded against.

#### LIST OF GENTLEMEN WHO PASSED THE FINAL EXAMINATION,

JANUARY, 1877.

Allen, A. S.	Meadows, J. C.
Ambler, R. E.	Milne, A., jun.
Badcock, E.	Milner, W. D.
Barker, A. H.	Monday, A. T.
Barnley, G. E.	Montagu, S. J.
Batty, R. H.	Moore, W. T.
Beaumont, S. (B.A.)	Morgan, J.
Bell, E. W.	Newton, A.
Brannstein, M. A.	Noon, S. R.
Bray, H. J.	Obcott, G. J.
Briercliffe, R.	Oliver, E. R.
Brigham, F. T.	Paine, A. P.
Burkett, E. H.	Parkes, W.
Burroughs, C. A.	Peachey, F. J.
Capara, T.	Pelly, E.
Chalcraft, G.	Phipson, A.
Collier, J. T. de Zoete	Pidcock, H. W.
Collins, T. (B.A.)	Polmore, F. H.
Collings, S.	Poland, A.
Coomer, W. H.	Polard, W.
Cope, A. M.	Pomeroy, Jas.
Cook, Jas.	Pothecary, C. E.
Cornellia, H. N.	Powell, A. H. E.
Cox, G.	Rambottom, W. H.
Crampton, W.	Randell, D.
Crosse, C. J. E.	Reed, C. W.
Dean, E., (LL.B.)	Rhodes, E. N.
Dixon, T. P.	Richardson, E.
Dodd, H.	Richardson, J. H.
Dutton, H.	Robson, Geo.
Ede, H.	Salmon, H. J.
Edyeau, R. P.	Serjeant, J. E. H.
Eiborne, E. N.	Shadforth, Hy.
Ellis, J. H.	Shawn, W. G.
Fisher, G. A.	Sheldrake, M.
Fisher, W. H.	Shum, F. E.
Foley, E. F. W. (B.A.)	Siddall, W. S.
Fox, G.	Slater, J. A. (B.A.)
Francis, P. C. C. (B.A.)	Smith, A. B.
Freeman, C. F.	Smith, C. H.
Freeman, A. W.	Smith, F. C.
Freeth, A. H.	Smith, M. J. (B.A.)
Gibson, E. G.	Squire, J. T.
Gidley, B.	Stapool, J. E.
Green, G. L. (B.A.)	Stanton, F.
Green, R.	Stone, F.
Gregory, Chas.	Street, J.
Greville, E. E.	Stutcliffe, W. H.
Gunner, C. R.	Tucker, J. A.
Gwatkin, A. J. C. (B.A.)	Turner, A.
Harrison, J.	Usher, S. L.
Hatfield, G. F.	Van Sommer, J., jun.
Hicks, J. C.	Wade, F. C.
Howell, C. E.	Wadham, J. C. (B.A.)
Hunt, F. G.	Walker, John
Hyam, S. S.	Walker, J. E.
Jackson, E. J.	Waltham, G. J.
Jackson, T. A.	Ward, A. T. J.
Keble, Hy.	Webster, N.
King, G. W. J.	Welsh, E.
Law, A. R.	Wharton, C. H. T.
Lawrence, John	White, H. B.
Lovell, E.	Whitehead, E. H.
McKewen, E. F.	Williams, E. L. W.
Magill, C. M.	Williams, T. G.
Mann, J. P., jun.	Wilson, E. J. (B.A.)
Maretta, A. C.	Witchall, E. N.
Marsden John	Woodfin, E. J.
Marsh, A. H.	Woodmansey, J. H.
Marshall, F. H.	Woodnam, E. B. (B.A.)
Marshall, H. D.	Worley, E. T.
Maskell, A. G.	Worthington, J. L.
Maude, J. (B.A.)	

THE funeral of Stephen William King, for thirty-five years clerk to the late Thomas Webster, Q.C., took place on Saturday last at Norwood Cemetery. The service was conducted by the Rev. T. Webster, and there were present at the funeral, R. E. Webster, Esq., J. H. Johnstone, Esq., and several other members of the Bar. Mr. King was for twenty-seven years an active member of the United Law Clerks' Society, and many of the members attended to show the regard and esteem in which he was held, among whom were Messrs. Auber, Grant, Lewis, Lovejoy, Payne (Lord Blackburn's clerk), White, Whittle, Wilson (Solicitor-General's clerk), and Willey.

#### COMMON PLEAS DIVISION.

Wednesday, Feb. 7.

BESSELA v. STERN.

*Evidence—Corroboration—Action for breach of promise of marriage—32 & 33 Vict. c. 68, s. 2.*

The evidence of the plaintiff's sister, that, in answer to her charge of misconduct, the defendant promised her to marry the plaintiff; and that she overheard the plaintiff accuse the defendant of breaking his promise to marry the plaintiff, to which the defendant made no direct reply.

Held to be no corroborative evidence within the meaning of the statute.

MOTION for judgment.

The court was called upon to decide whether the following evidence was confirmatory in an action for breach of promise of marriage, within the meaning of 32 & 33 Vict. c. 68, sect. 2.

The plaintiff's sister, before the birth of the plaintiff's child, taxed the defendant with having got her sister into disgrace. The defendant said he would marry the plaintiff, and give her anything, but the sister must not expose him.

The plaintiff's sister, after the child's birth, overheard the plaintiff say to the defendant, "You always promised to marry me, and you don't keep your word." The defendant answered that he would give the plaintiff some money to go away.

The plaintiff and defendant were Germans, and spoke to one another in their own language. The plaintiff's landlady said she did not understand what they said, but they looked like lovers.

Crompton, for the plaintiff.

Torr, Q. C. and W. C. Gully, for the defendant.

GROVE, J.—The Act says that "no plaintiff in any action for breach of promise of marriage shall recover a verdict, unless his or her testimony shall be corroborated by some other material evidence in support of such promise." I think the evidence here adduced as corroborative is not material. The lodging-house keeper's is quite out of the question. The sister's first statement shows ignorance at the time it was made of any promise; and to rely upon it at all would be to set up a new promise to her, and not a corroboration of a previous promise. To her second statement is appended an expression which does not do credit to the defendant, or show the relationship contemplated by the parties to have been a moral one. I think, therefore, that neither of them is corroborative.

DENMAN, J.—I am of the same opinion, though I have arrived at it after considerable doubt. The nearest analogies are cases of affiliation, and these where the evidence of accomplices is admitted. In the former class, the words of the statute are that the evidence of mother must be corroborated in "material particular." *Hodges v. Bennett* (5 H. & N. 625), has decided that corroboration of all the facts alleged is not necessary. In the latter class, there was considerable doubt for some time whether was meant corroboration of any particular or of the actual offence charged. It is now settled that there should be a corroboration in at least some particular of the evidence of an accomplice. We must judge from surrounding circumstances. Here, the improper intimacy destroys the inference which I should otherwise have drawn in favour of a promise.

Judgment for defendant.

Plaintiff's solicitor, Lewton, Liverpool.

Defendant's solicitors, Stevens and Danger.

Friday, Feb. 9.

VELATI v. BRAHAM.

*Practice—Interim preservation of property—Dispute of title—Order LII., r. 3.*

The Court, being of opinion that certain jewellery should be secured pending the trial of an action to decide whose property it was, Ordered it to be delivered to a master for interim custody.

THIS was an appeal from an order of a master refusing to direct certain articles of jewellery, the subject of the action, to be delivered by the defendant, under Order LII., rule 3, into the hands of a master to abide the result of the trial of the action. The matter then went before Hawkins, J., in chambers, who said that he was prepared to make the order desired, but referred the matter to the Divisional Court.

The action was one of detinue to recover possession of jewellery, valued at 100*l.*, which had come into the possession of the defendant, and the title to which was in dispute. The articles were actually delivered to the defendant by one Prestopino—the plaintiff said, as agent to obtain a loan for himself upon the security of them; and the defendant maintained, under an agreement with Prestopino, that the defendant should hold them as security for past debts of Prestopino.

English Harrison, for the plaintiff, relied upon an affidavit which stated that the defendant

was in impecunious circumstances, but it was not sworn by the plaintiff himself. He cited *Taylor v. Ackersley*, L. Rep. 2 Ch. D. 303; 34 L. T. Rep. N. S. 637.

Cyril Dodd, for the defendant, commented upon the unreliability of the affidavit of the plaintiff, and argued that there were no reasons for the interference of the court.

The COURT (Grove and Lindley, JJ.), remarked that the only difficulty they had in following the opinion of Hawkins, J., was that there was no affidavit by the plaintiff swearing that the property was his.

Finally they made the order sought.

Order to deliver the jewellery to a master on or before Tuesday to abide the result of the trial. Costs to be costs in the cause.

Solicitor for the plaintiff, J. W. Stokes.

Solicitors for the defendant, Chapman and Lee. **NOTE.**—The master said he would deposit the articles at Child's Bank, where cash paid into court was placed.

Wednesday, Feb. 14.

ALLEN v. FAIRS.

APPEAL FROM INFERIOR COURT.

*Practice*—County Court appeal—Evidence insufficient—New trial—13 & 14 Vict. c. 61, s. 14.

A new trial of a case on appeal from a County Court directed on the ground that the facts elicited at the former trial were insufficient to base a judgment upon.

THIS was an appeal in an action which turned upon the construction of a will.

The record of the evidence given at the trial was so uncertain that the court found it impossible to decide what the testator intended.

Boddams, for the appellant.

Bush Cooper, for the respondent.

The COURT (Grove and Denman, JJ.) directed a new trial. Their Lordships expressed contrary opinions of the proper judgment to be given upon the facts as they severally understood them.

Solicitor for the appellant, Hilary and Taylor.

Solicitor for the respondent, Rawlings.

HEIRS AT LAW AND NEXT OF KIN.

BRAGO (Jno. Lucock), Lorton Hall, Brigham, Cumberland, Esq., Next of kin to come in by April 14, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]

**BAKER** (Rev. Robert Geo.), Vicar of Fulham, £30 15s. 9d. Three per Cent. Annuities. Claimant, said E. G. Baker. **BARBER** (Stephen Nicholson), Barber (Henry Jos.), and **BARBER** (Alfred Kingsford), all of Cowper's-court, Cornhill, London. £23 9s. 1d. Reduced Three per Cent. Annuities. Claimants, said S. N. Barber and H. J. Barber, the survivors.

**BARNES** (Elizabeth), wife of Keith Barnes, of Upper Portland-place, Esq., GORE (Sidney), SYMONS (Robt.), of Orsett-terrace, Hyde Park, Esq., and SYMONS (Constance Elizabeth), a minor, £77 17s. 10d. Three per Cent. Annuities. Claimant, said C. E. Strong, spinster, formerly a minor, now of age.

**BELL** (Sir Jno.), of Maidenhead, General in the Army, £241 9s. 9d. Three per Cent. Annuities. Claimant, Chas. Davidson Bell, sole executor of Sir Jno. Bell, deceased.

**BOORN** (Agnes), of Emsworth, Hants, spinster. £281 2s. 2d. Three per Cent. Annuities. Claimant, Agnes Michod, wife of Fredk. Jno. Michod, formerly Agnes Boorn, spinster.

**BRADFORD** (Right Hon. Geo. Augustus Fredk. Henry, Earl of). One dividend on the sum of £684 16s. 4d. New Three per Cent. Annuities. Claimant, Right Hon. Orlando Geo. Chas., Earl of Bradford, surviving executor of Right Hon. G. A. F. Henry, Earl of Bradford, deceased.

**Daw** (Edw.), M.D., of Beaumont-street, Portland-place. £52 9s. 4d. Three per Cent. Annuities. Claimant, said E. Dew.

**Dewe** (Rev. Samuel), of Rochester, EARLE (Rev. Robert), Vicar of Minster Lovell, Oxford, and HOOPER (Edw. Thos.), of 28, Dorchester-square, Hyde Park, Esq. £49 13s. 2d. New Three per Cent. Annuities. Claimants, said Rev. S. Dewe and Rev. R. Earle, the survivors.

**DYE** (Jno.), of St. John's Villas, Daston Rise, Hackney, gentleman, and MUMFORD (Samuel), of Chobham, Surrey, gentleman. £296 12s. Three per Cent. Annuities. Claimants, Jas. Archer and Jno. Chas. Walker.

**FREND** (Edwin), of Wray Park, Reigate, Surrey. One dividend on the sum of £226 1s. Three per Cent. Annuities. Claimant, said E. Friend.

**GINGER** (Daniel), GINGER's Hotel, Bridge-street, Westminster, hotelkeeper, GINGER (Esther), of Brixton Rise, spinster, and GINGER (Esther), a minor, of Baldwin's-gardens, spinster. £25 New Three per Cent. Annuities. Claimant, said Esther GINGER, spinster, the survivor, formerly a minor, now of age.

**GLOVER** (Wm.), of Beckenham, Kent, decorator, GLOVER (Mary), his wife, and WHITE (Eleanor Elizabeth), a minor. £56 16s. 4d. Three per Cent. Annuities. Claimant, said Wm. Glover, M. Glover, his wife, and E. White, spinster, formerly a minor, now of age.

**HULL** (Jane) of Wanstead, Essex, Widow, HULL (Thos.) of Uxbridge, Middlesex, mealman, HULL (Wm. Edmonds), Wanstead, engineer, and WARNER (Henry), Jewin-crescent, London, Brassfounder. One dividend on the sum £23 24s. 3s. New Three per Cent. Annuities. Claimant, said Thos. Hull.

**KNOLLS** (Henry), of High Holborn, organ builder, and **KNOLLS** (Robt.), of Sheffield, organist, deceased; £330 Reduced Three per Cent. Annuities. Claimant, Wm. Sterndale Scott.

**PHILLIPS** (Rev. Jas. Erasmus), Vicar of Warminster, Wilt., TEMPLE (Geo.), of Warminster, Esq., and SCOTT (Jno.), Warminster, corn merchant; £111 2s. 3d. Three per Cent. Annuities. Claimants, said J. E. Phillips, and John Scott, the survivors.

**PIRIE** (Dame Jean), deceased, of 66, Finchley New-road, St. John's Wood, widow; two dividends in the sum of £260 New Three per Cent. Annuities. Claimant, Edw. Rawlings, the surviving executor of Dame J. Pirie, widow, deceased.

**PALMER** (Geo.), The Acacias, London-road, Reading, Esq.; one dividend on the sum of £400 New Three per Cent. Annuities. Claimant, said George Palmer.

**PRATT** (Frances Mason), deceased, wife of Benjamin Pratt, of 1, Woodville-road, Stoke Newington (Green, gentleman, and MARGINAL (Helen), of Nelson-street, Broughton, Manchester, spinster. £25 11s. 9d. Three per Cent. Annuities. Claimant, said Helen Marginal, the survivor.

**RINGROSE** (Jno.), of Potter's Bar, Middlesex, surgeon. £25 Reduced Three per Cent. Annuities. Claimant, said Jno. Ringrose.

**SOUTH STAFFORDSHIRE RAILWAY COMPANY**. One dividend on the sum of £14,401 10s. 9d. Three per Cent. Annuities. Claimant South Staffordshire Railway Company.

**SPARKE** (Maria Hester), of Feltwell Rectory, Brandon, Cambridgeshire. £200 Reduced Three per Cent. Annuities. Claimant Maria Hester Upcher, wife of Henry M. Upcher, formerly M. H. Sparke, spinster.

**STONOR** (Emily Catherine), of Holmwood, Oxon, spinster. £130 11s. 11d. Three per Cent. Annuities. Claimant, said E. O. Stonor.

**SYKES** (Sir Tatton), Bart., of Hedmere, Yorkshire. One dividend on the sum of £21,238 17s. 1d. Three per Cent. Annuities. Claimant, Christopher Sykes, surviving executor of Sir T. Sykes, Bart., deceased.

**THORP** (Jonathan), of Ulcombe, Kent, Esq., PIGOTT (Wm.), of Sydenham, Kent, Esq., BYNG (Hon. Jas.), of Shipbourne Lodge, near Tunbridge, PAGET (Lord Alfred), of 42, Grosvenor-place, Middlesex. Eight dividends on the sum of £27 12s. 9d. Three per Cent. Annuities. Claimant, said James Byng.

**TOKE** (Rev. Nicholas), of Godlington, Kent, clerk. £111 4s. 7d. Three per Cent. Annuities. Claimant, Emma Toke, widow, and Jas. Leslie Toke, executors of the Rev. Nicholas Toke, deceased.

**WAINWRIGHT** (Anne), of Hyde Park-place, West, widow. One dividend on the sum of £260 16s. 3d. Three per Cent. Annuities. Claimant, Jno. Wainwright, sole executor of Anne Wainwright, widow, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

**BIRCHGROVE GRAYOLA COLLIERIES (LIMITED)**.—Petition for winding-up, to be heard March 23, before V.C. M.

**GENERAL MACHINERY PURCHASE-HIRE COMPANY (LIMITED)**.—Creditors to send in by April 20 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Haydon, 121, Bishopsgate-street, London, the official liquidator of the said company. April 30, at the chambers of the V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**GRAMME-MAGNETO-ELECTRIC COMPANY (LIMITED)**.—Creditors to send in by March 31 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to W. Cooper, 11, Angel-road, Brixton, Surrey, the official liquidator of the said company. April 10, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**HALL O'LEE AND STANFIELD COLLIERIES COMPANY (LIMITED)**.—Creditors to send in, by April 10, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Whilney, 8, Old Jewry, London, the official liquidator of the said company. April 18, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**HELIOTYPE COMPANY (LIMITED)**.—Creditors to send in by March 20, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Jas. Davis, Broadway House, Broadway, Westminster, the official liquidator of the said company. April 10, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**MADRID MARKETS COMPANY (LIMITED)**.—Creditors to send in by May 7, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to A. Sillitani, 60, Threadneedle-street, London, the official liquidator of the said company. May 24, at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**MARIATK AQUARIUM COMPANY (LIMITED)**.—Petition for winding-up, to be heard March 23, before V.C. H.

**RAKSHILL MINING COMPANY (LIMITED)**.—Petition for winding-up, to be heard March 23, before V.C. H.

**VALE OF NEATH COLLIERY COMPANY (LIMITED)**.—Creditors to send in, by March 23, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to J. Glanville, 13, St. Helen's, London, the official liquidator of the said company. April 16, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

**WEST LONDON TRAMWAYS COMPANY (LIMITED)**.—Creditors to send in, by March 23, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to W. F. Woods, 37, Markham-square, Chelsea, Middlesex, the official liquidator of the said company. April 11, at the chambers of the M. R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

**WILSON AND CO.**, 108, Cheapside, London, wholesale stationer. Petition for winding-up to be heard March 24, before the M.R.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

**BURN** (Waldworth D.), Acot-place, near Windsor, Berks, Esq. April 9; T. J. Robins, solicitor, 9, Tokenhouse-yard, London. April 23; M. R., at eleven o'clock.

**CARPENTER** (Mary), Woodman, Wimbledon, Surrey, widow. April 4; W. Holmes, solicitor, 20, Threadneedle-street, London. April 18; M. R., at eleven o'clock.

**COOPER** (Frederick C.), Shorwood Rise, Lenton, Nottingham, gentleman. April 16; Richard Endfield, solicitor, Low-pavement, Nottingham. April 23; V.C. H., at twelve o'clock.

**DEGOLD** (Thomas), Liverpool, general merchant. April 6; J. B. Newton, solicitor, 1, Union-court, Liverpool. April 20; M. R., at eleven o'clock.

**ELDEN** (Robert), Black Horse, Brixton, Surrey, licensed victualler. April 12; C. T. Foster, solicitor, 21, Brunswick-square, Middlesex. April 24; M. R., at twelve o'clock.

**EVANS** (Rees P.), Tronwen, Brecon, gentleman. April 9 David Thomas, solicitor, Brecon. April 16; V.C. B., at twelve o'clock.

**FOLKARD** (Geo.), Colchester, Essex, farmer and cattle dealer. April 10; J. A. Midgley, solicitor, Colchester. April 24; V.C. B., at twelve o'clock.

**GLADSTONE** (Robert), Manchester, merchant. April 14; Slater, Heelis, and Co., solicitors, 75, Princess-street, Manchester. April 27; V.C. M., at twelve o'clock.

**HULBERT** (Wm.), 14, Upper Portchester-street, Paddington, Middlesex, gentleman. April 10; A. S. Croome, solicitor, 9, Gracechurch-street, London. April 24; V.C. H., at twelve o'clock.

**ILLIDGE** (Thos. B.), Cedars, Acre-lane, Brixton, Surrey, Esq. March 27; D. W. Logie, solicitor, 22, Sutherland-gardens, Westbourne Park, Middlesex. April 24; M. R., at twelve o'clock.

**KENT** (Thos.), Fen Ditton, Cambridge, farmer. March 21; Clement Francis, solicitor, Cambridge. April 12; V.C. H., at twelve o'clock.

**LEWIS** (Geo.), Giffachman Isha, Gellygaer, Glamorgan, farmer. April 12; Chas. H. James, solicitor, Merthyr Tydfil, Glamorgan. April 23; V.C. M., at twelve o'clock.

**MAY** (Rev. Jno.), Heath cottage, Hanwell, Middlesex, chaplain of the Hanwell Lunatic Asylum. April 30; R. Sherwood, solicitor, 36, King William-street, Strand, Middlesex. April 28; M. R., at twelve o'clock.

**NEWBUSH** (Richard), Brighton, Sussex, surgeon. March 28; Elmolic, Forsyth, and Sedgwick, solicitors, 27, Leadenhall-street, London. April 13; V.C. H., at twelve o'clock.

**SPENCER** (Geo.), Waltham Grange, Nottingham, farmer. March 31; Geo. B. Willis, solicitor, Rotherham, Yorkshire. April 9; V.C. H., at twelve o'clock.

**THOMAS** (Frederic), Siltney, Cornwall, widow. April 6; Jos. W. Tynock, solicitor, Helston. April 20; M. R., at eleven o'clock.

**THOMPSON** (Conden), M.D., Sheffield. March 29; J. and S. Harris, solicitors, 31, Friar-lane, Leicester. March 29; V.C. B., at twelve o'clock.

**WHEELER** (Geo. H.), Berrington, Teabag, Worcester, farmer. April 10; Frances W. Preston, solicitor, Tenbury. April 23; V.C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

**ALLAN** (Jno. Chas.), Wick-lane Works, Old Ford, and of Engleburgh House, Upper Clapton, Middlesex, paper stainer. June 10; G. Ashley and Lee, solicitors, 7, Frederick-street, Old Jewry, London.

**ANDER** (Wm.), 18, Upper Grosvenor-road, Tunbridge Wells, Kent. March 31; Esther Andoe, 18, Upper Grosvenor-road, Tunbridge Wells.

**ARSE** (Henry), Harrow Cottage, Church-road, Bexley Heath, Kent. March 31; E. L. C. Whewell and M. A. Jeffery, 37, South-street, Greenwich, Kent.

**BARNALL** (Rev. Samuel), Weston [Point, Weston, Chester. May 1; Davies and Brook, solicitors, Market-place, Warrington.

**BANISTER** (Lucy), 21, Acre-lane, Brixton, Surrey, widow. May 1; Munton and Morris, solicitors, 3, Lambeth-hill, Queen Victoria-street, London.

**BARTON** (Geo.), formerly of Calcutta, and late of Florion, Newton Abbot, Devon, Esq. April 16; Geo. W. Barton, Florion, Newton Abbot, S. Devon.

**BENNETT** (Thos.), Foxton Hall, Leasbury, Northumberland, gentleman. April 16; W. T. Hindmarsh, solicitor, Bonagate Without, Alnwick.

**BIENER** (Maximilian), Lucknow, India, captain of the 15th Hussars. April 2; W. A. Crump and Son, solicitors, 10, Philpot-lane, London.

**BIRCH** (Wm. F.), 5, Middle-row, Knightsbridge, and 4, Montpelier-square, Brompton, Middlesex, undertaker. April 28; W. Day, solicitor, 1, Queen-street, Mayfair, London.

**BISHOP** (Thos.), Bramcote, Nottingham, and also of Nottingham, merchant. April 7; Percy, Goodall, and Brown, solicitors, Wheeler Gate, Nottingham.

**BLESLEY** (Wm.), Marston Lodge, Elm Grove, Southsea, gentleman. April 18; A. S. Blake, solicitor, 21, Union-street, Portsea.

**BOLTON** (Wm.), Witherley, Leicester, farmer. June 30; J. C. Fawks, solicitor, 4, Ann-street, Birmingham.

**BOOTH** (Jas. T. Burnley), Lancashire, luncheon. April 2; Artindale and Artindale, solicitors, 4, Hargreaves-street, Burnley.

**BOSVILL** (Thos. B.), Ravenfield Park, York, and of 1, Rochelle Crescent-road, Tunbridge Wells, Kent, Esq. (May 1; Colver-Brisson, Withers, and Russell, solicitors, 4, Bedford-row, London.

**BOVET** (Chas.), Beau Sejour, Carleton-road, Tunfell Park, Middlesex, and of Fleurier, Switzerland, gentleman. April 10; Baylis and Co., solicitors, Church Court Chambers, Old Jewry, London.

**BRADY** (Francis F.), Inner Temple, London, Barrister-at-Law. April 20; Whyte and Co., solicitors, 27, Bedford-row, Middlesex.

**BRAG** (Elizabeth), late of Fulneck, York, widow, and recently carrying on business at Dugington, York, under the firm of the Doles and Lumb Wood Colliery Company. June 8; Gould and Sons, solicitors, 4, East Parade, Leeds.

**BRIDGE** (Mary Ann), 11, Clarence-buildings, Weymouth, and Melcombe Regis, Dorset, spinster. April 30; J. and W. B. Sparks, solicitors, Crewkerne, Somerset.

**BROOK** (Thos. Wm.), Maidstone, Kent, seed crusher. May 1; G. and F. S. Stanning, solicitors, 50, East-street, Maidstone.

**BULLOCK** (Chas.), formerly of Downey Farm, West Wycombe, Bucks, farmer, but late of High Wycombe, gentleman. May 1; John Parker and Son, solicitors, High Wycombe, Bucks.

**BURCH** (Captain Isaac), R.N., Exmouth, Devon. March 22; H. C. Adams, solicitor, Balony House, Exmouth.

**BURLEY** (Jas.), Brereton, Bagley, Stafford, gentleman. April 2; Slater and Marshall, solicitors, Darlington, Staffs.

**BYRD** (Anthony), 322, Oxford-street, and 39, Loftus-road, Shepherd's-bush, Middlesex, tailor. April 14; Woodbridge and Sons, solicitors, 8, Clifford's-inn, Fleet-street, London.

**CALLANDER** (Mary F. B.), 137, Ebury-street, London, widow. April 20; Leman and Co., solicitors, 51, Lincoln's-inn-fields, London.

**CARR** (Rosetta A.), Harley Rectory, near Much Wenlock, Salop, widow. April 25; Palin, Wade, and Thomas, solicitors, Shrewsbury.

**CLARK** (Jas.), formerly of 80, Boundary-road, St. John's-wood, Middlesex, and late of Cavalier Villa, Lonsdale-road, Barnes, Surrey, gentleman. April 23; W. H. Nicholas, solicitor, 4, Lincoln's-inn-fields, Middlesex.

**CLARK** (Jas. Howard), 19, Lisle-street, Soho, Middlesex. April 11; A. C. Lewis, solicitor, 7, Furnival's-inn, London, E.C.

**COHEN** (Philip), West Wymer-street, Heigham, Norwich, foreign firm merchant. April 20; Noon and Clarke, solicitors, 16, Blomfield-street, London.

**COLLINS** (Jas.), formerly of Portsea, but late of the Naval College, Greenwich, Kent, mess contractor. April 18; A. S. T. Blake, solicitor, 21, Union-street, Portsea.

**COOKE** (Samuel), Elpton-upon-Severn, Worcester, hay and coal dealer. April 9; G. Coventry, solicitor, Public Offices, Upton-upon-Severn.

**COOPER** (Henry), formerly of 2, Chepstow-place, Bayswater, Middlesex, and late of 2, Scrubbin-terrace, Scrubbin, Surrey, a collector of Her Majesty's customs in the Mauritius. April 7; Cole and Jackson, solicitors, 30, Essex-street, Strand, London.

**COOPER** (Jno.), Compattall-road, Compattall, Glossop, Derby, provision dealer and beer-seller. May 22; J. Best, solicitor, 64, Lower King-street, Manchester.

**CORRETT** (Grace), housekeeper to R. B. Haxendale, Esq., 35, Portman-square, Middlesex, and of Blackmore End, Wellesley, a collector of Her Majesty's customs in the Mauritius. April 24; Prior and Co., solicitors, 61, Lincoln's-inn-fields, London.

**CHORNTON** (Wm.), 8, James-street, Macclesfield, Chester, retired milkman. April 20; R. N. Heane, solicitor, Newport, Salop.

**CUNACK** (Reginald H.), formerly of Langstone Cliff, near Dawlish, and late of Glen Ely Estate, Athremally Trevaunm, Southern India, Esq. May 1; E. Pinckney Esq., Wrexham Lodge, Bradford-on-Avon.



CUTLER (Harriett), Southampton. June 9; Coxwell and Co., solicitors, 7, Gloucester-square, Southampton.  
 DAY (Jas.), Smallbrook-street, Birmingham, and of Moseley, Worcester, wine merchant. April 16; J. Gregory, 39, Vyse-street, Birmingham.  
 DE MERIC (Victor), 52, Brook-street, Grosvenor-square, Middlesex, surgeon. April 16; T. G. Brewer, solicitor, 31, Crutchedfriars, London.  
 DEWAR (Thos. E.), formerly of 3, Bentinck-crescent, Newcastle-upon-Tyne, mustard manufacturer, but late of Gateshead, Low Fell, Durham, gentleman. April 18; J. and R. S. Watson, solicitors, 101, Pilgrim-street, Newcastle-upon-Tyne.  
 DE WINDT (Geo. T. S.), formerly of Wideopen and Dinnington, both in Northumberland, but late of Earl's Croome Court, Worcester, Esq. April 9; Geo. W. T. Coventry, public offices, Upton-on-Severn, Worcester-shire.  
 ELLIS (Jno.), Eastington, Longdon, Worcester, farmer. April 9; G. Coventry, solicitor, public offices, Upton-on-Severn.  
 ENSOR (Thos.), Amington, Warwick, farmer. April 14; Thos. Argyle and Sons, solicitors, Tamworth.  
 FINLEY (John), King-street, Manchester, and Moss House, Rusholme, Lancaster, boot maker. April 20; Hall, Janion, and Co., solicitors, 6, Essex-street, Manchester.  
 FORSTER (Geo.), Wetherall, Cumberland, innkeeper. March 22; W. Jenkin Wanness, solicitor, Guildhall Offices, Fishers-street, Carlisle.  
 FOX (Benjamin), Fawn-street, London, and of Stratford House, Highbury New Park, Middlesex, type founder. May 14; J. O. Meadows, solicitor, Bond Court Chambers, Walbrook.  
 FRANCIS (Hester A.), 19, Rutland-street, Regent's-park, Middlesex, spinster. April 10; T. H. E. Ford, solicitor, Pinner's Hall, Old Broad-street, London.  
 GILLIAT (Percy), 8, Lorne-road, Oxtou, Birkenhead, gentleman. May 9; Garnett and Co., solicitors, 54, Castle-street, Liverpool.  
 GRAY (Wm.), Courteenhall, Northampton, gentleman. May 1; George Wyman, solicitor, Peterborough.  
 GREY (George), Grappenhall, Chester, and of Lincoln's-inn, Middlesex, Barrister-at-Law. May 1; Hardisty and Rhodes, solicitors, 43, Great Marlborough-street, Middlesex.  
 GRAZEBROOK (Geo.), Stourbridge, Worcester, gentleman. April 6; W. Rice Hughes, solicitor, Pierpoint-street, Worcester.  
 HAINBY (Rev. Jno.), formerly of Hareby, Lincoln, late of Barnard Castle, Durham. April 30; B. Wingate, solicitor, 43, Southampton-buildings, Chancery-lane, London.  
 HALFORD (Wm. Smith), Upton-on-Severn, Worcester, builder. April 9; G. Coventry, solicitor, Public Offices, Upton-on-Severn.  
 HAMILTON (Jno.), 158, Lee Bank-road, Birmingham, gentleman. March 20; Whiteley, Milward, and Co., solicitors, 41, Waterloo-street, Birmingham.  
 HARMWORTH (Chas.), formerly of 12, Victoria-terrace, Portland Town-road, otherwise Barrow Hill-road, Middlesex, builder. May 7; Allen and Son, solicitors, 17, Carlisle-street, Soho, Middlesex.  
 HARMWORTH (Hannah), formerly of 12, Victoria-terrace, Barrow Hill-road, afterwards of 5, York-terrace, St. John's Wood, but late of 6, Eaton-terrace, Circus-road, Middlesex, widow. Allen and Son, solicitors, 17, Carlisle-street, Soho-square, London.  
 HARVEY (Cornelius), Soham, Cambridge, yeoman. April 14; Huxwick and Livett, solicitors, Soham.  
 HILL (Jas.), Bellevue-terrace, Bury, Lancashire, commission agent. April 14; J. A. Young, solicitor, 1, Queen's-chambers, Prince-street, Manchester.  
 HOBSON (Eliza A.), Penlee House, Stoke Damerel, Devon, widow. May 14; Whiteford and Bennett, solicitors, Courtenay-street, Plymouth.  
 HUNT (Henry), 16, Hobury-street, Chelsea, Middlesex, gentleman. April 30; Blackford and Co., solicitors, 21, College-hill, Cannon-street, London.  
 HUNT (Mary), formerly of 18, Hobury-street, Chelsea, but late of 2, Alexander Villas, Avenue-road, Acton, Middlesex, widow. April 30; Blackford and Co., solicitors, 21, College-hill, Cannon-street, London.  
 JONES (Lett), New Northwick, Claines, Worcester, widow. April 9; G. Coventry, solicitor, Public Offices, Upton-on-Severn.  
 KRALEY (Thos.), High-road, Tottenham, Middlesex, gentleman. April 21; Peckham and Co., solicitors, 17, Knight-rider-street, Doctor's-commons, London.  
 LARKIN (John), 62, St. Martin's-le-Grand, London, gentleman. April 3; De Jersey and Co., solicitors, 13A, Gresham-street West, London.  
 LINDLE (James), 277, Caledonian-road, Islington, Middlesex, fishmonger and poulterer. March 25; Digby and Liddle, solicitors, 1, Circus-place, Finsbury-circus, London.  
 MARSHALL (Wm.), Darlaston, Stafford, gentleman. April 2; Slater and Marshall, solicitors, Darlaston.  
 MATTHEWSON (Samuel), 46, Linsey-street, Bermondsey, Surrey, blacksmith. March 21; J. J. Peddell, solicitor, 2, Guildhall-chambers, Basinghall-street, London.  
 MEACHER (Chas. Robt.), Annandale, Watford, Hertford. April 30; Tilsdale and Co., solicitors, 34, Old Jewry, London.  
 MITCHELL (Thos. D.), 4, Harcourt-buildings, Temple, London, barrister-at-law. April 8; Sharp and Ulithorne, solicitors, 1, Field Court, Gray's-inn, London.  
 MORGAN (Wm. M.), 39, King William-street, London, E.C., and the Lodge, Shenfield, Essex, seed merchant. May 1; Potans and Landen, solicitors, 12, South-square, Gray's-inn, London.  
 NEWBY (Eliza), 12, Maid's-causeway, Cambridge, widow. May 1; Barlow and Co., solicitors, 60, St. Andrew's-street, Cambridge.  
 NOBLE (Wm.), Belgrave, Leicester, gentleman. April 21; G. Stevenson, solicitor, 11, New-square, Leicester.  
 OLIVER (Edward Jas.), 159, Walworth-road, Newington, Surrey. May 14; J. Mote, solicitor, 1, Walbrook, London.  
 OXLEY (Right Hon. Robert H. Baron), Bushey Lodge, Teddington, Middlesex. April 16; M. and H. Turner, solicitors, 22, Sackville-street, London.  
 PALIN (Richard), Abbey House, Shrewsbury, gentleman. May 25; Palin, Wade, and Thomas, solicitors, Shrewsbury.  
 PALK (Wilmot H.), 55, St. George's-road, Pimlico, Middlesex, and of Parliament-office, House of Lords, Westminster, Esq. April 30; Austen and Co., solicitors, 4, Raymond-buildings, Gray's-inn, London.  
 PRATT (Wm.), Hartlepool, yeoman. April 8; Wm. Todd, solicitor, Hartlepool.  
 RYDER (Rev. Henry D.), The Close, Lichfield, Stafford, but lately of 147, Rue de la Loi, Brussels, late Canon of Lichfield. May 1; M. and F. Davidson and Burch, solicitors, 35 Spring-gardens, London.  
 SALMON (Mary), Woodbridge, Suffolk, widow. April 20; Layton and Co., solicitors, 29, Budge-row, Cannon-street, London.  
 SAMPSON (Hen. Jno. St. Vincent), 41, Princess-gate, Middlesex, late a captain in H.M.'s 14th regiment of -Hussars. April 30; Cunliffe and Beaumont, solicitors, 43, Chancery-lane, London.  
 SCOTT (Abraham Chas.), Bisham House, Highgate, Middlesex, and 24, Ely-place, Middlesex, manufacturing goldsmith and merchant. May 31; E. B. Jupp, solicitor, Carpenter's Hall, London-wall, London.  
 SKINNER (Wm.), formerly of Stockton, Durham, but late of East Coatham, Redcar, York, Esq. May 1; Collyer, Bristow, Withers, and Russell, solicitors, 4, Bedford-row, London.

SMITH (Edwd. J.), formerly of 64, Upper Kennington-lane, Surrey, but late of 2, Riverside-villas, Teddington, Middlesex, gentleman. May 22; Flavell and Bowman, solicitors, 21, Bedford-row, London.  
 STONE (Sarah), 29, Union-street, Somers Town, Middlesex, widow. May 1; Tatham and Sons, solicitors, 11, Staple-inn, London, W.C.  
 STOCKINGS (Mark), formerly of St. Stephen, Norwich, and late of Eagle-lane, Newmarket-road, Heigham, butcher. June 1; A. Day, solicitor, Upper Surrey-street, Norwich.  
 STRANGE (Henry), 4, Grafton-terrace, Worthing, Sussex, gentleman. May 1; Hardisty and Rhodes, solicitors, 43, Great Marlborough-street, London.  
 STYLES (Thos.), Lamberhurst, Sussex. April 9; Matthew Styles, Protendean, Goodhurst.  
 TAYLOR (Jno.), Orange Tree Inn, Havering, Essex, licensed victualler. April 17; Hillearys and Taylor, solicitors, 5, Fenchurch-buildings, London.  
 THOMPSON (Richd.), Church-street, St. Helen's, Lancashire, chemist and druggist. April 14; H. L. Riley, solicitor, 15, Market-street, St. Helen's, Lancashire.  
 THURBURN (Hugh), 108, Westbourne-terrace, Hyde Park, Middlesex, Esq. April 30; Paine and Co., solicitors, 47, Gresham House, London.  
 TINSLEY (Jas.), Sutton, Lancashire, farmer. April 14; H. L. Riley, solicitor, 15, Market-street, St. Helen's, Lancashire.  
 TOWNSEND (Dowager Marchioness), 3, Queen Anne-street, Cavendish-square, Middlesex, widow. April 15; Farrar, Duvry and Co., solicitors, 68, Lincoln's-inn-fields, London.  
 TURNER (Jos.), "Blue Court," Newham-street, Oxford-street, Middlesex, licensed victualler. April 13; Routh and Stacey, solicitors, 14, Southampton-street, Bloomsbury, Middlesex.  
 UNWIN (Hannah), Goldenhill, Oldcott, Wolstanton, Stafford, widow. March 25; Wm. Turner, solicitor, Newcastle-upon-Lyme.  
 WAIN (Wm.), Brooklands-terrace, Brooklands, near Sale, Chester, gentleman. April 6; Bond and Son, solicitors, 19, Dickinson-street, Manchester.  
 WEAVER (Henry), Upton-on-Severn, Worcester, tallow chandler. April 9; G. Coventry, solicitor, Public Offices, Upton-on-Severn.  
 WHITE (Henry), 76, New Cavendish-street, Portland-place, Middlesex, builder. May 7; H. Ivimey, solicitor, 8, Staple-inn, Holborn, London.  
 WHITEHURST (Elizabeth), Bollington, Prestbury, Chester, widow. May 1; Brookhurst, Wright, and Mair, solicitors, King Edward-street, Macclesfield.  
 WHITFIELD (Wm.), 154, Upper Thames-street, London, merchant. May 1; Russell and Co., solicitors, 14, Old Jewry Chambers, London.  
 WOLFF (Ernest Geo.), Kingston-upon-Hull, Esq. May 1; Lightfoot, Earnshaw, and Frankish, solicitors, Hull.  
 WOOD (Thos.), Carlisle, draper. May 1; J. R. Donald, solicitor, Carlisle.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Societies, as to the several Examinations, as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THERE are no less than fifteen gentlemen who have taken University degrees out of those who passed the final examination for admission on the roll of solicitors, held in January last. The connection between our Universities and the solicitors' profession is therefore becoming closer, and that somewhat rapidly.

THE following lectures and classes are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday, Conveyancing Class, 4.30 to 6 o'clock p.m.; Tuesday, ditto; the Wednesday class in Conveyancing has been discontinued, and gentlemen who have hitherto attended on that day should transfer themselves to the Monday or Tuesday class. Subscribers are not admitted to the hall after lectures have commenced. The Common Law Lectures and Classes will commence on the 12th proximo. The Easter Vacation commences on Thursday next. The lectures and classes in Equity and Conveyancing terminate on Wednesday next.

WHERE articles expire between 10th Jan. and 15th April, candidates may be examined in January. If between 14th April and 22nd May, candidates may be examined in April; if between 21st May and 2nd Nov., in June, and if between 1st Nov. and 11th Jan., in November: or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

THE Clifford's Inn prizeman, in the January Final Examination, was a pupil of Mr. E. H. Bedford, of 9, King's Bench Walk, Temple. Two of Mr. Bedford's pupils took honours at the Final in Trinity Term 1874, one pupil was honourably mentioned in Michaelmas Term 1874, another took a prize in Hilary Term 1875, another a certificate of honour in Easter Term 1875, and another a like certificate in Trinity Sittings 1876.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office.

NOTICES for the final examination, and notices for admission on the roll of solicitors can be renewed within one week from the end of the month, for

which such original notices have respectively been given. For further information see the Regulations of November 1875 (third Schedule). We understand that the examiners consider that this only applies where articles of clerkship have expired. In this view we cannot, however, concur. The regulations in question do not seem to admit of any such restriction.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**  
 On Tuesday evening the 6th inst., the above society held its 602nd ordinary meeting in the library room of the Birmingham Law Society, E. H. Lee, Esq., B.A., in the chair. Mr. Pugh called the attention of the members to the anomalies in the rules relating to the preliminary examination, pointing out that while that examination requires two languages for a pass, the Oxford Local Junior requires none. The matter was referred to the committee. A debate then took place on the following question:—"A. falsely represents to B. verbally, that C.'s interest in certain trust funds was only subject to a small mortgage, whereas in fact it was largely encumbered. Can B., who has acted on the faith of A.'s statement, and thereby sustained loss, sue A. for the loss so sustained?" Mr. Cookrane opened in the affirmative, and was followed by Messrs. Pugh and Collins. Mr. Chatwin replied in the negative, and was supported by Messrs. Morris, Plant and Goodman. The voting was in favour of the negative.

**BOLTON ARTICLED CLERKS' SOCIETY.**  
 On Wednesday, the 28th Feb. last, an ordinary meeting of this society was held at the Bolton Law Society's Rooms, Wood-street. The president of the society, Jas. Watkins, Esq., occupied the chair. An essay on "The influence of the Roman law on the English common law" was read by R. Pennington, Esq., B.A., LL.B., one of the vice-presidents of the society, which was highly appreciated by the meeting. Another ordinary meeting of the society was held on Wednesday, the 14th March, instant, at the same place, when Mr. Watkins again presided. After an essay "On Copyhold Tenure" had been read by Mr. G. J. French, the evening's debate, "Ought Copyhold Tenure to be Abolished?" was opened in the affirmative by Mr. M. Taylor, who was supported by Mr. R. H. Horrocks. Messrs. J. Balshaw and E. Gee argued on the other side, and were ably assisted by Mr. F. Watkins. Messrs. A. S. Pennington and T. R. Haslam also addressed the meeting on the affirmative side of the debate. The chairman fully summed up the arguments, and put the question to the meeting, who decided it in the affirmative, by a majority of seven.

**HULL LAW STUDENTS' SOCIETY.**  
 AN ordinary meeting of this society was held on the 13th inst., Mr. T. Pearce, solicitor, in the chair. The following was the subject discussed:—"Is the owner of a boiler liable for damage caused by its explosion when there has been so negligence on the part of himself or his agents?" Messrs. Lambert, Farrell, and Winter spoke in the affirmative, citing the cases of *Fletcher v. Rylands*, *Vaughan v. The Taff Vale Railway Company*, and *Jones v. The Festinog Railway Company*. Messrs. Johnson and Martinson, in the negative, quoted *Nichols v. Marsland* and *Hammack v. White*. After an elaborate summing up by the chairman, the question was decided in the affirmative by his casting vote.

Another and the last ordinary meeting of the sixteenth session of this society was held on Tuesday, the 20th inst., Mr. A. M. Jackson, solicitor, in the chair. The debate was on the subject, "Should a prisoner be allowed to give evidence in his own defence?" and was sustained by Messrs. Lambert and Adamson in the affirmative and Messrs. Farrell, Gardam, and Brown in the negative. The chairman made some lengthy remarks upon the arguments adduced on either side, after which the meeting carried the question in the negative by a majority of three. The meeting was attended by eighteen members.

## LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE sixth meeting this session was held on Monday, the 19th inst., at the Law Library, Cook-street, Theodore Melhuish, Esq., in the chair. After the transaction of some formal business Mr. Suter opened the debate with affirmative upon the following question:—"A. is the owner of the leasehold interest in a house, and by a codicil to his will, after retesting the lease under which he holds, bequeaths the house 'and all his estate and interest therein unto B. for all the residue of the said term of ninety-nine years.' A. subsequently purchases the freehold interest, and dies after the passing of the Wills Act without having altered his will or codicil. Does B. take the house in fee simple?" Mr. Priest followed in the negative, after which an animated discussion ensued, in

## MAGISTRATES' LAW.

## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bath .....	Friday, April 6 .....	Thos. Wm. Saunders, Esq. ....	8 days .....	John Taylor.
Birmingham .....	Friday, April 6 .....	A. B. Adams, Esq., Q.C. ....	14 days .....	T. E. T. Hodgson.
Bolton .....	Friday, April 6 .....	Samuel Pope, Esq., Q.C. ....	10 days .....	John Gordon.
Hridgworth .....	Thursday, March 29 .....	William Cope, Esq. ....	14 days .....	William D. Batte.
Bristol .....	Thursday, April 5 .....	T. K. Kingdon, Esq., Q.C. ....	1 day .....	Thomas Danger.
Cardmarthen .....	Monday, April 9 .....	B. T. Williams, Esq., Q.C. ....	10 days .....	John H. Barker.
Chichester .....	Tuesday, April 3 .....	John J. Johnson, Esq., Q.C. ....	10 days .....	E. Titchener.
Colchester .....	Friday, April 6 .....	F. A. Philbrick, Esq., Q.C. ....	8 days .....	John S. Barnes.
Derby .....	Tuesday, April 3 .....	George Boden, Esq., Q.C. ....	1 day .....	John Gadsby.
Doncaster .....	Wednesday, March 28 .....	Edgar John Meynell, Esq. ....	10 days .....	Edward Nicholson.
Faversham .....	Monday, April 2 .....	G. E. Dering, Esq. ....	8 days .....	F. F. Giraud.
Hythe .....	Saturday, March 31 .....	Robert John Biron, Esq. ....	8 days .....	W. S. Smith.
King's Lynn .....	Thursday, April 12 .....	D. Brown, Esq., Q.C. ....	Statutory .....	T. G. Archer.
Kingston-on-Hull .....	Thursday, April 5 .....	Wm. C. Beasley, Esq. ....	10 days .....	R. Champney.
Leeds .....	Tuesday, March 27 .....	J. B. Maule, Esq., Q.C. ....	14 days .....	Charles Bulmer.
Newcastle-on-Tyne .....	Wednesday, April 4 .....	W. D. Seymour, Esq., Q.C. ....	14 days .....	John Clayton.
Northampton .....	Friday, April 6 .....	John H. Brewer, Esq. ....	10 days .....	C. Hughes.
Nottingham .....	Tuesday, April 10 .....	Richard Wildman, Esq. ....	14 days .....	Arthur Wells.
Oswestry .....	Friday, April 6 .....	J. B. Kenyon, Esq., Q.C. ....	14 days .....	Wm. Isaac Bull.
Plymouth .....	Friday, April 6 .....	H. T. Cole, Esq., Q.C., M.P. ....	14 days .....	Robert E. Moore.
Poole .....	Thursday, April 5 .....	A. J. H. Collins, Esq., Q.C. ....	10 days .....	G. B. Aldridge.
Portsmouth .....	Friday, April 6 .....	Mr. Sergeant Cox .....	10 days .....	Jno. Howard.
Reading .....	Thursday, April 5 .....	J. O. Griffiths, Esq., Q.C. ....	14 days .....	Jos. O. Whitley.
Reigate .....	Monday, April 9 .....	Francis Barrow, Esq. ....	8 days .....	Wm. W. Hayward.
Rochester .....	Saturday, March 31 .....	Alfred W. Simpson, Esq. ....	2 days .....	John J. P. Moody.
Scarborough .....	Tuesday, April 3 .....	W. F. F. Boughay, Esq. ....	14 days .....	Richard Clarke.
Shrewsbury .....	Saturday, March 29 .....	W. J. Nelson Neale, Esq. ....	10 days .....	Samuel Wilkinson.
Walsall .....	Saturday, March 29 .....	Joseph Catterall, Esq. ....	10 days .....	Thomas Heald.
Wigan .....	Monday, April 23 .....			

## NOTES OF RECENT DECISIONS.

## HIGHWAY — FURIOUS RIDING — CONVICTION — PENALTY (5 &amp; 6 WILL. 4, c. 50, s. 78).

Few Acts of Parliament are in more frequent requisition by justices sitting in petty sessions than the 5 & 6 Will. 4, c. 50 (The General Highway Act). Indeed it very rarely occurs that a petty sessions is held in any considerable division that a summons is not heard arising out of some breach of this statute. Indeed one solitary section, the 78th, contains in itself upwards of a dozen offences punishable summarily. Any decision, therefore, of the superior courts upon its provisions cannot but be of practical importance to the magistracy. Such a decision is that in the case of *Williams v. Evans* (35 L. T. Rep. N. S. 864). The 78th sect. above-mentioned, amongst other offences, refers to that of furious riding and driving, in these words: "Or if any person riding any horse or beast, or driving any sort of carriage, shall ride or drive the same furiously so as to endanger the life or limb of any passenger, every person so offending in any of the cases aforesaid, and being convicted of any such offence . . . for every such offence shall forfeit any sum not exceeding £5, in case such driver shall not be the owner of such waggon, cart, or other carriage; and in case the offender be the owner of such waggon, cart, or other carriage, then any sum not exceeding £10; and in either of the said cases shall, in default of payment, be committed to the common gaol or house of correction, there to be kept to hard labour for any time not exceeding six weeks, unless such forfeiture shall be sooner paid." The section then proceeds to give power to apprehend such driver so offending.

Now, upon reading this section it clearly appears that although it makes furious riding an offence, yet in terms, it imposes no penalty for such offence, the penalty being imposed alone upon the driver of a waggon, cart, or other carriage, the maximum amount being £5 where the driver is not the owner of the carriage, and £10 where he is such owner. That this was a *casus omisus* is quite obvious, and the subsequent language of the section leaves no doubt of its being such, for it provides for imprisonment in default of payment of the penalty in either of the said cases. Now, the use of the word "either," which, grammatically, can apply to only one of two things shows that the Legislature, in fixing the penalty, had in its mind, only the two cases of the driver not being the owner, and the driver who was the owner, losing sight altogether of the case of a rider of a horse or beast. Had it intended to have included such rider, instead of using the word "either," it would have used the words "as any one of the said cases." The power given to a person to apprehend a "driver" offending, and imposing an additional penalty upon any such "driver" who refuses to discover his name, strongly goes to show that a rider was entirely lost sight of in the affixing of a penalty.

This was the view taken of the section by the present Lord Chief Baron, in *Reg. v. Bacon* (11 Cox C. C. 540). That was a charge of perjury against a person, for his evidence given upon the hearing of a charge under this section for furious driving, and upon an objection taken that the justices had no functions to convict, and that perjury was not, therefore, legally committed, the learned judge held the objection to be good, and directed an acquittal, saying, "It is quite clear that the Act does not give the justices any power inflict any punishment for furiously riding.

The statute imposes a penalty on those only who furiously drive. This is, no doubt, a *casus omisus*, but it is not for me to supply the omission."

The case before referred to, of *Williams v. Evans*, was one stated to justices at petty sessions under the 20 & 21 Vict. c. 43, upon a conviction under the before-mentioned 78th section of the 5 & 6 Will. 4, c. 50, for furiously riding a horse so as to endanger the lives and limbs of passengers. The justices convicted the defendant, and imposed a penalty of 20s. Upon the case being argued in the court above, it was strenuously contended for the appellant that the justices had, for the foregoing reasons, no power to inflict any penalty; and, in addition to the case of *Reg. v. Bacon*, *Underhill v. Longridge* (29 L. J. 65, M. C.) was cited. The judges, however, not without some doubt, decided against the appellant, holding that the penalty was applicable to all offences, whether the offenders were drivers of carriages or riders of horses, &c.; and the conviction was accordingly upheld. Cleasby, B., in his judgment said, "It is impossible to come to any conclusion on this point without some doubt, and I feel great difficulty in agreeing with my learned brothers that this was a right conviction. There are two alternatives which may be adopted in the construction of this section, either the conviction of a person riding on horseback is a *casus omisus*, or we must extend the application of the enactment beyond the words actually used. Both my brothers concur that we ought to interpret the section to include the case before us in its application, and I am not prepared to dissent from their conclusion. The question which arises is whether the use of the word 'driver' only in the part relating to the penalty excludes its application to a person riding on horseback? If capable of being so read, the remainder of the section supports the decision of the justices, which made 'driver' include a 'rider.' The same word too must be applied in the same way to a person having no carriage or horse of his own, who interrupts the passage of another, or his carriage or animal in the highway; my brothers, however, think we may read this part of the section in a broad sense, and if so, it is certainly not unreasonable to do so. Although it is somewhat a strong step to impose a penalty by implication, and my doubts are not removed, yet I assent to the decision of the rest of the court." Grove, J., said, "I cannot say there is no doubt about the matter, but unless a large portion of this clause be rendered merely nugatory, the justices have adopted the only possible interpretation. The old established rule is, you must construe a statute grammatically, except when such construction leads to a manifest absurdity. I think the result would be an absurdity if we were to treat the conviction of a furious rider as a *casus omisus*. . . . The words immediately following those I have quoted relate to the whole of the previous part of the section, 'any person so offending in any of the cases aforesaid, and being convicted of any such offence, shall for every such offence forfeit any sum not exceeding £5, in case such driver shall not be the owner of such waggon, cart, or other carriage, and in case the offender be the owner of such waggon, cart, or other carriage, then any sum not exceeding £10.' I cannot think that the word 'such' limits the application of penalties only to persons driving their own or other persons' carriages. The expression is somewhat elliptical, but I read the words, 'in case the offender be the owner of such

waggon, cart, or other carriage,' to be a mere proviso that such an offender shall suffer a heavier penalty. All other offenders, including drivers who are not owners of carriages, are to forfeit sums within the lower limit of £5, by force of the earlier part of the sentence. Another view which may be adopted is, that the word 'driver' is used in a wider sense than that generally given to it, and that it includes a person who rides on the back of a horse, and may be said to conduct or drive it. I do not think that any very great strain would be necessarily put upon the word if it were made to include every person in charge of a horse or carriage, and upon that interpretation, also, this conviction might be sustained. I prefer, however, to look at the whole of the section, and to apply the penalty to all offences mentioned in it, £10 being the amount to which a person offending is liable if he is owner of the carriage by which he commits the offence, £5 being the amount in all other cases." So, too, Field, J., said, "I have arrived at the same conclusion, not without great doubt and some fluctuation of opinion. The object of the section is clearly the protection of persons passing along the highways, and all the acts and omissions enumerated are rendered offences against the law, and persons committing them may be convicted. It would be an absurdity if a penalty were to attach only to a part of such convictions, and that would be the result of a strictly grammatical construction of the clause. I think, therefore, that the first interpretation of my brother Grove is the right one, that notwithstanding the words 'in case such driver shall not be the owner of such waggon, cart, or other carriage,' the penalty of £5 or less is imposed for every offence in the section, and if committed by the owner of the carriage which he is at the time driving, he is liable to a penalty of £10. *Ut res magis valeat quam pereat* is a rule of construction better in some cases than to follow the strictly grammatical meaning of the words. The conviction will be affirmed."

There can be no doubt whatever that the learned judges in their decision in the foregoing case have decided in strict accordance with what the Legislature intended, though fortified by the doubts expressed by the judges themselves, it may be fairly questioned if their reasons are satisfactory. In cases of this sort, however, it is of all importance that the law should be settled. The present decision certainly now settles the law upon the point, and however doubtful it may hitherto have been, it must now be taken as clear law that the penalty of the 78th section applies equally to a furious rider as to a person who furiously drives a carriage not his own.

## NORTHERN CIRCUIT—LIVERPOOL ASSIZES.

Wednesday, March 14.

(Before HUDDLESTON, B.)

REG. v. MARTIN.

Boiling water is not a "destructive substance" within the 29th section of the Statute 24 & 25 Vict. c. 100.

ROBERT MARTIN was charged on an indictment framed under the 29th sect. of 24 & 25 Vict. c. 100, and containing three counts.

The first count alleged that the prisoner feloniously, unlawfully, and maliciously did throw upon Isabella Ralph a certain destructive substance, to wit, one quart of boiling water, with intent to burn, &c.

The second count alleged that prisoner did this with intent to do some grievous bodily harm, &c.

The third count charged that the prisoner feloniously, unlawfully and maliciously did cause certain grievous bodily harm to Isabella Ralph, with intent to cause, &c.

The prosecutrix, Isabella Ralph, occupied a room in a house off Atkinson Street, Liverpool, of which the prisoner was tenant. On the night of the 22nd Jan. prisoner was quarrelling with a woman with whom he lived, and the prosecutrix having entered the room while this quarrelling was going on, the prisoner seized a pan of boiling water which was on the fire, and threw it in the face of the prosecutrix, saying at the same time "Take that." The result was that the prosecutrix was severely scalded on the face and neck, and had her eyes injured.

HUDDLESTON, B., in his charge to the grand jury, adverted to the case, and explained that the statute altering the old law with respect to destructive or corrosive matter had created a difficulty, because it did away with the word "matter," which was in the old act. The new statute made it an offence to throw any destructive or explosive substance. Although, no doubt, water might be a matter, it was difficult to see how it could be called a "destructive or explosive substance." The difficulty might be only a technical one, but he had directed that in the present case there should be in the indictment a



for doing grievous bodily harm with intent was done in the third count.)  
wards at the trial, the case having been by *Kinghorn*, for the prosecution, LORDSHIP observed that he did not see how it be contended that boiling water was a substantive substance. Under the old law it had been held in the case of *Reg. v. Oranford* (K. 129), to be a "destructive matter," section 5 of the 1 Vict. c. 85. But in the it they had dropped the word matter, and expression *destructive substance*, and he not see how water could be called a substantive.  
It would be better, therefore, to confine ention of the jury to the third count for grievous bodily harm.  
prisoner was convicted, and sentenced to months' imprisonment.  
*Kinghorn*, for the prosecution.  
itor, *Atkinson*, Liverpool.

## BANKRUPTCY LAW.

### BANKRUPTCY REFORM.

Following are notes by the Accountant in pty in Scotland on the Supplemental R-y the Comptroller in Bankruptcy in Eng-o the Lord Chancellor, on the expenses of pty administration in England, dated so. 1875, and which have been published by sociated Chambers of Commerce:—

report was first communicated to me on ne 1876, when a copy of it was sent by the sition of Chambers of Commerce of the Kingdom, and my attention was drawn to omments and conclusions contained in it g to the expenses and other results of the system of administration in bankruptcy. pears from this report that, in a memorial Lord Chancellor, by the Chambers of Com-certain representations were made regard-e Scotch expenses and experience. For curacy of these statements I am not re-ble, except in so far as they are founded on evidence and information, and these the oller has referred to and commented on report.

connection with the administration of the pty law of Scotland commenced in 1856, the existing Scotch Bankruptcy Act was under the administration of Lord Moncrieff esent Lord Justice Clerk of Scotland), who en the Lord Advocate of Scotland. In my y of accountant under that Act I found that vision was made for the publication of the os in bankruptcy in Scotland, and I made t to procure a return (a) of these statistics h I was eventually successful. In the mean- agitation (not, so far as I can gather, ed in Scotland) had arisen in England, ap-s to then existing English Bankruptcy 1861. The consideration of the question mitted to a select committee of the House mons in 1864; and I was summoned before ommittee to give evidence, and was ex-, the Lord Advocate (who was himself a r of the committee) leading the examina-I was probably of necessity required to vidence as an exponent of the Scotch , qualified as I was by experience so; and reference lo that system was ble when a general investigation into the on of the bankruptcy law of England with to its improvement was undertaken. I ed myself accordingly with great labour. ect was to give a correct account of that and of its working, and to afford a fair unity of judging of its economy. The evi-ill be found in the Report of the Com-(printed 22nd July, 1864, pp. 135 to 143 )-151, and Appendix pp. 310 to 315). The mport of this evidence as regards the ex-is that the ordinary expenses of manage-ounted to about 13 per cent. of the gross s, viz.:

REPORT, p. 135.

	Per cent. on gross receipts.
Trustees' commission, about	4½
Law charges	5½
Miscellaneous charges, including allowance to bankrupts	3
	13

It was explained that there were in some bankruptcies extraordinary charges, con-ing of wages and other expenses con-ed with the completion of contracts, which on an average of seven years o 1863 amounted to

Total..... 23

the same time produced in evidence a copy portion of my Annual report to the Court ion, applicable to general results, for the

re publication of these returns has exposed the system to criticism, of which the comptroller, properly availed himself by pointing out what were the defects.

year ending 31st Oct. 1862 (printed p. 314), from which it appeared that the ordinary expenses applicable to the 133 bankruptcies closed in that year where there had been a division of funds were—

	Per cent. on gross receipts.
1 Allowance to bankrupts	0½
2 Trustees' commission	4½
3 Law charges	6
4 Miscellaneous charges (ordinary outlay)	2½
	13½
That the extraordinary expenses during that year were	7
	20½
That the funds divided amongst the creditors, secured and unsecured, were	78½
And that there were small surpluses paid over to the bankrupts	0½
Total.....	100

It appears from the same report (Appendix p. 314) that the time occupied in winding-up these 133 bankruptcies, counting from the dates of award (adjudication) to the dates of the trustees' discharges (releases), was on an average 2½ years.

Since 1862 thirteen years have elapsed, and the results which have been reported to the Court of Session, and in the Scotch judicial statistics, are as follows:

As regards (1) the expenses ordinary and extraordinary, (2) the sums divided amongst the creditors and surplus paid to bankrupts, and (3) the time occupied in the winding-up.

The grand totals for these thirteen years, and their averages, are as follows:

	£	s.	d.	Averages per cent. of gross receipts.
Gross receipts.....	4,008,571	1	7	
Bankrupt's allowance .....	11,229	16	4	½
Trustees' commission .....	185,433	12	7	4½
Law Expenses .....	274,512	10	6	6½
Miscellaneous ordinary ex-penses .....	112,399	10	2	2½
Total ordinary expenses.....	583,575	9	7	14½
Extraordinary expenses .....	311,163	2	11	7½
Total expenses .....	894,738	12	6	22½
Divided amongst creditors:				
Preferable (secured) debts	1,110,299	14	4	37½
Ordinary or unsecured.....	1,978,186	17	8	49½
Total payments to creditors	3,088,485	12	0	77½
Total payments .....	3,977,215	4	6	99½
Difference between receipts and payments .....	26,355	17	1	½
				100

Made up as follows:	
Surplus paid to bankrupts...	27,986 2 0
Less over-payments by trust-ees .....	1,600 4 11
As above.....	26,355 17 1

These are the results of the winding-up of 2715 sequestrations closed during these thirteen years, after a division of funds, or on an average, in round numbers, of 209 bankruptcies per annum. The average time of winding-up these 2715 sequestrations has been almost exactly three years. The average gross estate realised has been about £1475.

These results, as ratio of expenses and sums divided amongst the creditors, do not differ very materially from the evidence given as before referred to.

It is the practice in England to ascertain the results of the footing of the net and not on the gross, assets, as in Scotland. The operation of these two methods of ascertainment will be afterwards explained. It is convenient in this place, however, to convert the results of the Scotch experience of the thirteen years from the gross to the corresponding net assets. They are as follows:

Average net assets per bankruptcy .....	£651
Average ordinary expenses per cent.—	
Trustees' commission.....	7½
Law charges .....	10½
Miscellaneous, including allowance to bankrupts .....	4½
	22½
On this footing, calculating on £1000 of net assets, these charges are respectively—	
Trustees' commission.....	£73
Law charges .....	168
Miscellaneous .....	47
Total..... per £1000	£288

There are no statistical returns in England from which the results of the experience of the operation of the English law of 1861 can be ascer-tained. There is, however, authentic evidence given before the Select Committee by an official, of the results of its working applicable to the year 1863. (a) These are shortly as follows:

(a) See evidence of the English Accountant Report, p. 39. Questions 2211 to 2215.

Assets as received by accountant from official assignees and others (a)..... £264,539 4 1

It is not quite clear whether the expenses of the official assignees and others, or part of them, were deducted before the above assets were handed over to the accountant.

The expenses as paid by the ac-countant or under his orders were £157,290 0 0 And in addition the expenses of the court were

£263,512 2 4

This represented, according to the evidence of the accountant, 40 per cent. on the assets as handed over to him.

Or on the dividends or assets as they reached the creditors (£489,911 10s. 8d.) 60 per cent. (b)

The difference between these results of the two systems is great. They are both founded on facts and figures which the respective officials have submitted to Parliament. The systems were in many respects different in principle, and both were probably more or less defective in their practice. This more fully appears in a subsequent portion of this paper.

The Select Committee of the House of Commons reported certain resolutions which were ordered to be printed 22nd July 1864. Many of the principles, and part of the practice, which are recom-mended in their report for adoption in England were already in operation in Scotland.

The English Act of 1869 followed, and in it the recommendations of the Select Committee were partially adopted. The system of administration of estates by voluntary paid trustees was estab-lished in England, without, however, surrounding this provision with all the precautions which had been recommended.

Scarcely seven years have elapsed since this law came into operation, too short a period to give it, in ordinary circumstances, a fair trial. The reports to the Lord Chancellor (including the Comptroller's report referred to in this paper) prove that its working hitherto has not been satisfactory.

The comptroller in his report points out this failure, and at the same time comments unfavour-ably on the Scotch system of administration gener-ally, and on its expenses in particular. He states that its economy is "supposed," and is not so great as was represented, and he maintains that the Scotch expenses are very much larger than the expenses of the English administration under the previous Act of 1861. He compares the results of the English experience with the Scotch, and draws conclusions very greatly to the disadvan-tage of the latter.

To these comments and contrasts I think it my duty to give answers.

Before entering upon these, however, it is neces-sary to remove certain prejudices which have arisen as regards the Scotch statistics.

These relate to the Scotch methods of averag-ing the expenses upon the gross receipts—instead of the net, as before pointed out—and of including amongst the dividends, or sums divided amongst the creditors, the payment to the secured (includ-ing the mortgage) creditors, as well as those to the unsecured or ordinary creditors.

The gross receipts represent the actual recoveries of the trustee, undiminished by the expenses ordi-nary or extraordinary, and without deduction of the secured debts. The net receipts, which are adopted in the comptroller's statements and aver-ages, are the gross receipts, minus the extra-ordinary expenses and the preferable and secured debts. It has been the practice in Scotland to measure or average the ordinary expenses as applicable to the gross, and in England as appli-cable to the net. The former presents of course a much smaller ratio of expenses to assets than the latter, and hence some confusion and misunder-standing have arisen in the discussion of the rela-tive expenses of the two systems.

The advocates of the English system protest against the Scotch method of calculation as in-equitable, without weighing, as I humbly think, the essential differences of the two systems. The English are almost purely mercantile bankruptcies, the Scotch are both mercantile and non-mercantile, involving the administration of real estates(c) to a large amount.

The ordinary expenses in Scotland, particularly the commission, and certain of the conveyancing charges on the realisation of real estate, are pro-

(a) Question 2102.

(b) There is a suggestion made by the accountant (Questions 2214 and 2215) that the compensations and retiring annuities involved in the court expenses and amounting to £12,950, should be deducted. The effect of this suggestion must be kept in view.

(c) It is to be noted that, prior to the Scotch Bank-ruptcy Act of 1839, the estates of Scotch insolvent landed proprietors were exclusively subjected to admi-nistration under a peculiar judicial process called the Process of Ranking and Sale, which was both dilatory and expensive. Since then it has been found possible to administer them at smaller cost, and with less delay, under the Bankruptcy Law. Very large landed estates are thus not unfrequently administered in bankruptcy in Scotland.

portional to the gross amount of the assets recovered, and it would be misleading to represent them in proportion to the net assets. Cases occur not unfrequently in Scotland where practically the whole estate is real estate overburdened with mortgages; and the receipts are exhausted by secured debts. In these cases the net assets are nil, and they would disappear from the results.

The extraordinary expenses, as I understand them and deal with them in Scotland, consist of payments to complete contracts, to carry on the bankrupt's business or farm, the payment of premiums of insurance on policies on bankrupt's life, &c., where it is considered for the interest of the estate that these should be continued instead of being immediately disposed of. These payments are all designed to add to the value of the estate by their amount at least, perhaps also with profit, and are recouped to the trustee from the proceeds of the business, the increased value of the contract work, or the stock on a farm, or from a policy of insurance becoming payable.

On this footing they are expenses, occurring occasionally, but have nothing in common with the ordinary expenses, being intended, as above stated, to add to the value of the assets. The trustees' commission and other ordinary charges are to a large extent proportional to the increased amount of assets thus created; and consequently it is fair that they should be averaged thereon as is done in Scotland.

In the same way it has been viewed as an offence, amounting almost to an alleged misrepresentation, when in Scotch bankruptcies involving real and personal estate administered by trustees, it was represented that eighty per cent., or thereabouts, of the gross assets is divided amongst the creditors, while only fifty per cent. is actually distributed among the ordinary creditors, the remaining thirty per cent. going to preferable and secured creditors.

I submit that this mode of stating the sum divided amongst the creditors is correct, as it applies to the case where the trustee administers the whole estate, real and personal, and distributes it among the secured and unsecured creditors according to their respective rights. It is not the case, which sometimes occurs both in England and Scotland, where the trustee's administration is partial—the secured or mortgage creditors foreclosing their mortgages, realising for themselves, paying their own mortgages, and handing the trustee the balance. In this latter case it is only the balance which appears in the trustee's receipts, and the mortgage debts do not appear in the return.

With these preliminary explanations I proceed to discuss the contrasts and comments of the comptroller. (a)

1. The comptroller institutes a comparison between certain Scotch reported cases selected by him, averaging a certain sum of net assets, and a set of selected English cases wound up under the Act of 1861, the results in which are obtained from particular information at his disposal.

The following is the result of the comparison in his own words:—

"I find that in cases averaging (large and small together) £1000 net assets, the Scotch law charges, after the choice of trustee, averaged about £93, while those of the solicitor to the creditors' assignee averaged only about £65, notwithstanding the greatly more litigious character of bankruptcy, and although these charges included the greater part of the cost of realisation which would be completed (so far as it can be compared with Scotch expenses) by an addition of about £19, making together £84, or £9 less than the Scotch law costs, after the choice of trustee, and leaving more than £120 Scotch trustees' commission, and incidental expenses wholly unrepresented." (Report, p. 13).

According to my understanding the comptroller contrasts the Scotch and English cases thus—

	Scotch Cases. Average Net Assets, £1000.	English Cases. Average Net Assets, £1000.
Law Expenses.....	£93	£65
Miscellaneous expenses (in- cluding trustees' commission in Scotland .....	130	19

Total ordinary expenses... £213

Or a difference of £129, or about 13 per cent. in favour of English expenses.

In other words, in a Scotch estate of the above average, value of £1000 net assets when contrasted with an English estate of similar value, the English creditors received £129 (or nearly 13 per cent. on net assets) more than the Scotch. This puts the systems in striking contrast, and if the comptroller be correct, the English, as it was in 1861, before it was changed, was far superior to the Scotch in economical results.

If the law of 1861, in its general operation, were so perfect as is here represented with reference to

(a) I beg forbearance while I enter into discussion of the figures in these contrasts which have been raised by the comptroller. It is necessarily tedious, but I cannot the circumstances avoid it.

selected cases, then the investigation by the select committee was unnecessary; and the evidence which it elicited as regards abuses was either very erroneous or very much misunderstood.

2. I do not dispute the right of the comptroller to select cases for comparison; nor do I question the fairness of his selection on the principles he has adopted. But I must remark that the Scotch selected cases have been taken from judicial returns, which present results officially ascertained and reported, while the English selected cases are gathered from information at the disposal of the comptroller, not so officially ascertained or reported.

I have hitherto declined to institute comparisons between Scotch and English cases, by reason of the differences between the two systems of administration, and other peculiarities which prevent a fair comparison being made. On the present occasion, however, I must follow the comptroller into this comparison, and discuss it to the best of my ability, and with an anxious intention of arriving as early as possible at the truth. As regards the English cases, and particularly their expenses, the information before me is not sufficient to enable me to determine to my own satisfaction the accuracy of the expenses as reported by the comptroller. As to the Scotch expenses I am able to give an account of them from the results as ascertained.

3. The first branch of the contrast applies to the law expenses, which, as stated by the comptroller, are respectively:—

	Per £1000 of Net Assets.
Scotch cases .....	£93
English cases .....	65

These sums arise in each case after a deduction of £30 has been made. This sum the comptroller adopts as the "preliminary legal expenses of the Scotch sequestration proper" prior to the choice of the trustee. This is an estimate made by me in notes published in 1866; but it did not apply merely to the preliminary expenses, as the comptroller assumes, but was meant to represent the whole legal expenses of the sequestration proper in ordinary cases (down to and including the expense of the trustee's discharge or release) where litigations and other extraordinary legal outlay did not occur.

Restoring the £30 so deducted, therefore, the legal expenses stand respectively:—

	Per £1000 of Net Assets.
Scotch .....	£123
English .....	95

4. The next branch is the miscellaneous expenses, including in the Scotch cases the trustees' commission—they are respectively, according to comptroller—

	Per £1000 of Net Assets.
Scotch .....	£130
English .....	19

The composition of the English expenses requires to be explained.

The whole of these expenses in England, as stated by the comptroller, is about

	Per £1000 Net assets
But in order, as he alleges, to make the comparison fair, he deducts the following items: About £20, or 2 per cent. of net assets, for court fees involved in the messengers' and official assignees' charges, which (as suggested by the Accountant in Bankruptcy in Scotland) must be eliminated from English expenses for comparison with Scotch expenses, because in Scotland they are borne by the consolidated fund, and not charged against assets.....	£20
About £10, or 1 per cent., for the interim protection and administration of the estate by the official assignee and messenger, including inventories, valuations, &c., duties performed in Scotland by the judicial factor and other agents, and not shown as "expenses".....	£10
About £10, or 1 per cent., for the remuneration of persons employed in managing the bankrupt's business after the bankruptcy, preparing for sale, &c., which in Scotch accounts would be carried to "extraordinary outlay," or otherwise not shown as "expenses".....	£10
Remains .....	£19

In other words, the comptroller maintains that 4 per cent. of the English miscellaneous charges is either not represented at all in the Scotch expenses, or charged to the extraordinary expenses, or deducted from assets.

5. Having thus ascertained the figures, I proceed to discuss the expenses in their order. The first is the law expenses; in the Scotch cases represented as amounting to £123 per £1000 of net assets, and in the English as £95; difference £28, or nearly 3 per cent.

According to the Scotch experience of the thirteen years before referred to, £1000 of Scotch net assets would represent on an average a gross estate of £1550. I have not the means of ascertaining what the corresponding English gross

estate would be. I must refer to my preliminary remarks regarding the administration of real estate in Scotch bankruptcies. In point of fact a Scotch estate representing £1000 of net assets involves generally real estate of at least some hundred pounds value. I am not in a position to state whether the English cases selected by the comptroller involve this element, or if so it exists in them to the same extent. It is a well known fact that the realisation of such estate is much more costly in law charges than a corresponding estate composed exclusively of personal property. The deeds, conveyances, releases, &c., are much more expensive in the former case than in the latter; and the greater the burdens on real property the larger are the charges. In other words, in such cases the smaller the net estate in proportion to the gross the larger is the amount of law expenses, which tells greatly in estimating on net results. It is farther to be observed that the Scotch expenses include the expenses on both sides in cases of unsuccessful litigation, which are often very large.

The comptroller makes the following comment on the Scotch law charges:—

"From the enormous amount of the Scotch law charges it can hardly be doubted that they contain (as in England under the present system) a large amount for work which ought to be done by the trustees for their remuneration." (p. 13).

It appears from the comptroller's statement of Scotch expenses in the selected cases that the law charges averaged £123 per £1000, or 12.3 per cent. of the net assets. According to the experience of the thirteen years of the general cases before referred to, the average on £1000 net assets is only £106, or 10.6 per cent. Therefore the selected cases must, as regards law expenses, have been very much worse than the average.

These selected cases appear to have been taken from my reports to the Court of Session for 1872 and 1873; in both of which years the law charges were considerably above the average for the thirteen years; and in 1873 particularly, the secured debts were far above the average, as is shown in the table before given—this, as already explained, diminishes the net assets, and consequently enlarges the average of the expenses calculated on that footing. On a general review of the whole case as regards these charges, I believe that the average of the thirteen years more truly represents the average of the Scotch expenses under this head, than the average adopted by the comptroller.

I admit, with regret, that the Scotch law expenses are very large. I have done my very utmost to get them reduced; but I must explain that I have no direct control over them. They are taxed by the authorised auditors or taxing masters of the different courts, and their taxations are not submitted to my review. Having no materials except the comptroller's statement I cannot comment on the English law expenses.

6. Coming next to the details of the comptroller's figures applicable to miscellaneous expenses, the first item is 2 per cent., or £20 per £1000 of net assets deducted by him from the English expenses. This is admittedly an estimate covering what he calls "court expenses" which are not, as he maintains, represented in the Scotch expenses, or which are borne in Scotland (p. 13), not by the estates as in England, but either charged on the consolidated fund or not charged against assets.

I am bound to explain in how far the Scotch expenses are respectively charged against the assets or are borne by the public funds. It is pretty generally known that there is no peculiar jurisdiction or court in Scotland for bankruptcy. The jurisdiction in bankruptcy is carried on in the general courts of the country (the Supreme, or Court of Session, and the Sheriff, or County Courts), and it is equally well known that the costs of these courts, like those of the equivalent courts in England, are borne mainly by the consolidated fund. There are, however, in Scotland, as well as in England, some court fees, such as in Scotland, the Sheriff's fees for examination of bankrupts and other petty court fees, which are entered in the law agent's account, and thereby burden the assets, and in England stamp duties for court expenses are understood to be charged against the assets. The respective amount of these fees in the two countries is not established.

The courts in Scotland do not administer the bankrupt estates in any sense of the word. The administration is carried on by the trustee who realises the estates, proves the debts, and distributes the assets; and the cost is represented by his commission. In England, under the Act of 1861, there was a peculiar court, whose duty in general it was to do officially what is done in Scotland by the trustee, as above explained. The cost of that court, however, represents, in fact, the trustees' commission. I refer to the cost of this court afterwards.

The only peculiar charge of this character in Scotland which does not burden the estates is the

and in England this is more obvious when it is considered how large a proportion the liquidations by arrangement bear to the bankruptcies proper.

The remedy for this evil, I believe, lies not in the direction of removing their powers of administration, but of so regulating the control (a) over it as to afford to the creditors a reasonable confidence that their trustees or managers shall be compelled to observe the equitable rules and regulations which the law and the courts may lay down for their guidance. Above all, free access should be given to creditors and bankrupts complaining of the management to have their complaints dealt with by a comptroller, extrajudicially in the first instance, or, if necessary, to cause them to be brought before the court to be judicially disposed of. (b) I have long thought that an official list of the bankruptcies, with the names of the trustees published in such way as the courts may direct, along with the general results of their administrations, both as regards economy of expense and time (as is given in statistical returns), would serve as a check to some of the mismanagement of which the creditors and the public have reason to complain both in England and Scotland.

In conclusion, I may be permitted to observe that a favourable opportunity now occurs for reforming the Bankruptcy Law of England as regards the administration of the assets, and for introducing a good and economical system such as may serve as a model for the United Kingdom. It is to be desired extremely that the commercial community will avail themselves of this opportunity, and proceed without prejudice for any peculiar system to promote the passing of such a measure.

It humbly appears to me that it must be seriously taken into consideration that the failure of the Act of 1869 is due principally to the creditors not taking proper charge of the estates of their bankrupt debtors—in fact, using their power in the shape of proxies carelessly, and neglecting checks to improper management on the part of trustees and agents dealing with the estates.

The professional classes and others, making profits by such appointments, may also be expected to consider well the imputation involved in the reports to the Lord Chancellor, from which it appears that it is partly due to the bad management of some of their number that the Act of 1869 has proved a failure.

I have now exposed the Scotch system fairly to the sound judgment of the English community; and I have pointed out what appear to me to be the misapprehensions of the Comptroller. It is the proper duty of the framers of an amended law to adopt such part of that system as is proved to be good, and to reject what is bad. I have no intention of reverting to the subject if I can avoid it.

(Signed) GEORGE A. ESSON.  
Edinburgh, 7th November, 1876.

## LEGAL NEWS.

### IRISH JUDICATURE BILL.

THE following letter has been addressed by a London solicitor to the editor of the *Irish Law Times*:

I draw the attention of solicitors practising in Ireland to the fact that the provisions in the English Judicature Acts as to the appointment and powers of Commissioners for Oaths in the English Supreme Court of Judicature, have given rise to several points, as to which much uncertainty prevails among the Profession throughout England and Wales. The better opinion is that the proper description of all Commissioners for Oaths now is "a Commissioner to administer Oaths in the Supreme Court of Judicature in England." Neither the Acts nor rules furnish any information on the point. I suggest that the Council of the Irish Incorporated Law Society secure the insertion of some direction on the point, so far as Ireland is concerned. But more

(a) I am perfectly aware of the comparative inefficiency of the control which I exercise. This is made clear enough by some of the criticisms of the Comptroller on the defects of the system. I have to point out, however, in my own defence, that I lack both sufficient powers and assistance to do this work more effectually. I have frequently appealed for a reform in this respect, and I mean to repeat my application, which may now be fortified by the Comptroller's criticisms.

(b) The power of judicial correction of trustees ought to have a salutary effect in restraining their failures in duty. In Scotland the court has power to censure or to remove trustees on cause shown; and I am aware of several cases in which trustees failing in their duties have been brought up from a distance to the bar of the court to answer for misconduct; and if they had not given satisfaction to the court they would certainly have been committed for contempt. Questions of mismanagement by trustees are the concern primarily of the creditors and eventually of the bankrupts. These questions are easily raised judicially in Scotland by appeals to the court at their instance.

important is the consideration what, if any, are the changes in the powers of Commissioners for Oaths in England and Wales in consequence of the terms of sect. 82 of the Judicature Act 1873. There is certainly room for much doubt on the subject, while there are many who contend that now all Commissioners for Oaths, as well those appointed before as after the Judicature Acts came into operation, may exercise their functions as such, without regard to the limits of the place named in their commissions, whether Chancery or Common Law. Looking at the changes in our judicature, and remembering that we shall in time have district registries throughout England and Wales, I am convinced of the advantage and convenience of such a construction, and I venture to suggest to the council of your chief Law Society the desirability of removing all doubt on the point, so far as the coming Irish Judicature Act is concerned, by securing the insertion of a distinct provision to this effect in the Irish Bill now before Parliament. We are confronted with two or three other doubtful points on the same subject, with which I need not trouble you. Unless solicitors see to matters of this kind themselves, you will equally with ourselves experience the evil effects of what I must call haphazard legislation. It is only reasonable to ask that all the shortcomings of the English Judicature Acts should be provided against in the Irish Act; but such is our system of legislation that it is idle to look for the adoption of such a simple and desirable course. Moreover, whatever solicitors want in the shape of legislation can only be accomplished by united effort, and by what I will call "a vigorous persistency."

While writing to you, give me leave to say, in reference to your report of the meeting in Dublin as to the proposed establishment of district registries of the High Court at Belfast and Cork, Dublin solicitors cannot and should not attempt to fight against an almost immediate future. Time is on the side of those who demand the creation of district registries under your Judicature Act, which registries are required to meet the present pressing wants of the public generally. Whenever the interests of any branch or section of the legal profession are found in conflict with the requirements of the age and the public convenience, the members of that branch or section must make a virtue of a necessity and give way, if we are to retain the good opinion and confidence of the public.

Before concluding, will you allow me to record my admiration for the resolute stand which solicitors in many parts of Ireland have made against the frequent attempts of certain members of the Irish Bar to secure a further monopoly of the advocacy business of the country. I am entirely in favour of preserving the distinction between the two branches, subject to a freer interchange between them than at present exists in either Ireland or England, but any profession may be said to be digging its own grave which seeks to preserve its existence by monopolies which are not less injurious to the professional tone of its members than to the community at large, who are the victims of such a monopoly.

MR. JUSTICE HAWKINS, who is on the Western circuit, received news at Bristol on Thursday morning of the sudden death of his father.

JUDGE MACKAY, of South Carolina, wears a gown in court in the English fashion, and Mr. Bedford, of the *Cincinnati Commercial*, has been told that the judge, in the rural districts, has the sheriff, with a drawn sword, to escort him from the court house to his hotel, thus strongly impressing the natives.

CAPITAL PUNISHMENT ABOLITION.—The Bill to abolish the punishment of death, prepared by Mr. Pease, Mr. Leeman, and Mr. McLaren has been printed. It is proposed that whoever is convicted for murder after the passing of this Act shall be kept in penal servitude for life, and whoever is found guilty of high treason shall, at the discretion of the court, be sentenced to penal servitude for life or for any term not less than seven years.

ASSAULTS ON JUDGES.—Such a scene as that which was witnessed in Vice-Chancellor Malins' Court on Friday is happily of very rare occurrence. The old law reports, however, give a few cases of the kind, which seem to have been punished with extreme severity. In "Dyer's Reports" (reprinted 1688), for assaulting a witness in court a man was condemned to imprisonment for life, to forfeit his goods, and to have his right hand amputated at the "Standard in Cheape." A case more directly in point is reported in the quaint Norman French of the Law Courts as follows:—"Richardson ch. Just de C. Bano al Assizes at Salisbury in Summer 1681 fuit assaut per prisoner la condempne pur felony que puis son condemnation ject un brickbat a le justice que narrowly mist, and pur ce immediately fuit indictment drawn per Noy envers le prisoner and son dexter manus ampute

and fix al gibbet sur que luy mesme immediate hange in presence de Court." The *Key* herein mentioned was the *Attorney-General*. Another case reported in the same book (page 188 b., marginal note) records the fact that striking Sir Thomas Reynolds with a stick Sir William Walker was fined £1000 and ordered to be imprisoned during the Royal pleasure—*Times*.

CIRCUMSTANTIAL EVIDENCE.—M. Jules de Gastysne, in the Parisian journal, *Le Nain Jaune*, gives a very remarkable story of circumstantial evidence in a Spanish criminal case, the names of the actors in which are unfortunately suppressed. According to the chronicler, a quarrel arose between two gentlemen at a Madrid theatre, apropos of a pinch of snuff offered by one to the other, and causing the latter to sneeze in the donor's face. Words passed, ending in a challenge. One of them left and went to buy a pair of pistols, and then hurried to say farewell to a lady friend before making his way to the selected battle ground. While doing so, a sneak thief penetrated to the room and was about to make away with the gentleman's overcoat, which hung against the wall. At that precise moment the woman opened the door, perceived the robber, and gave the alarm, whereupon the robber, with one of the pistols in question, fired upon her, and she fatally wounded. The firearm, recently discharged and still smoking, was found opposite her. No one had seen the thief enter or go out, though the shot had been heard. The gunsmith who had sold the pistols fully identified them, and said that the purchaser had asked him to load them carefully on buying them, and it was only after the greatest difficulty that the unfortunate victim of circumstantial evidence was enabled, if not exactly to prove his innocence, at least to cause sufficient doubt in the minds of the jury to justify a verdict of what the Scotch would call "not proven."

EQUITY AND LAW LIFE ASSURANCE SOCIETY.—The annual general meeting was held on Tuesday last, at the society's house, 18, Lincoln's-in-fields, W.C., George Lake Russell, Esq., the chairman, presiding. The number of new policies issued in the year was 206, assuring £432,207, the premiums on which amounted to £15,197 3s. 7d. Deducting the single premiums and premiums on re-assurances, there remains a net new income of £11,069 3s. 3d., which is larger than that of my previous year. The income from renewed premiums during the year was £107,688 8s. 1d. The amount of interest and dividends, £42,846 18s. 4d., is greater than the corresponding amount in 1876 by £570. This is less than might be, at first sight, expected; but the smallness of the income is fully accounted for by the purchases of reversions and by the fact that interest on some of the securities representing the new money has not yet become due, and by a slight fall in the average rate of interest. The sum received as consideration for annuities, £44,762 1s. 11d., shows a large increase—£20,619 9s. 11d.—on the previous year. The claims for the year, £37,651 12s. 6d., are exceedingly small, being less than half of the amount to be expected, which was upwards of £80,000. The total income of the society during the year amounted to £212,125 14s. 4d., and the total expenditure to £80,626 15s. 8d., so that the assets of the society have been increased by £131,498 18s. 8d. Deducting the reversions, outstanding premiums and interest and cash on current account, the remainder of the funds of the society produced an average rate of 4 1/2 per cent.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

HAND V. HALL.—Referring to your article in the *LAW TIMES* of the 24th ult., on the case of *Hand v. Hall*, I am at a loss to understand how this case could have been decided in the way it was. The agreement, though invalid as a lease, I submit, with all deference, might have been referred to for the purpose of seeing what the terms of the tenancy were, as was done in the Court of Queen's Bench, in the case of *Tress v. Sney* (4 Ell. & Bl. 36), where, in delivering the judgment of the court, Coleridge, J., after referring to 7 & 8 Vict. c. 76, and the 8 & 9 Vict. c. 106, and showing that the former Act erred in excess by including in its operation all leases in writing, and by giving all unsealed leases the effect of equitable leases, proceeded to say, "This it was intended to remedy by the second statute, which makes such leases of land as must be in writing, and are not made by deed, void as leases, leaving the effect in all other respects as it was before the Act passed." In the case of *Tansell v. Parker* (De G. & Jo. 559), where an instrument void at law as a lease, was

sought to be enforced in a court of equity, the Lord Chancellor (Lord Chalmersford), on appeal, in affirming the decree for specific performance, made by Vice-Chancellor Stuart, said, "The Legislature appears to have been very cautious and guarded in its language, for it uses the expression 'shall be void at law,' that is, as a lease. If the Legislature had intended to deprive the document of all efficacy, it would have said that the instrument shall be void to all intents and purposes. There are no such words in the Act. I think it would be too strong to say that, because it is void as a lease, it cannot be used as an agreement, enforceable in equity, the intention of the parties having been that there should be a lease, and the aid of equity being only invoked to carry that intention into effect." (See also *Coven v. Phillips*, 33 Beav. 18; Davidson's Precedents, 2nd edit., vol. 5, p. 1, p. 14, et seq.) T. C.

**THE NEW COUNTY COURTS BILL.**—I have read the very sensible letter of your correspondent in the *LAW TIMES* of the 10th inst., and quite agree with his observation, "That a great improvement might be made in the County Court system, and in the efficiency of the courts without such a great alteration as is contemplated by the present Bill." There can be no doubt that heavy and important actions will never be satisfactorily disposed of in any other but the Supreme Court, for the conduct of which the first talent at the Bar is required, and no solicitor will ever commence such actions in any other court if he can avoid it. On the other hand, there are many claims of heavy amount, and otherwise involving no particular point of law, which on account of their nature, are necessarily tried in the Supreme Court that could be satisfactorily disposed of in the present County Courts. If concurrent jurisdiction with the Supreme Court were given to the County Courts, leaving it to the suitor to select either, and the judges were permitted to delegate their powers to the registrars to try causes of small amount, it is probable the present judges could get through all the work without any addition to their number, and it may be doubted whether the proposed change will either work satisfactorily or give satisfaction to the public, for the intended two, or, what may be called first and second classes of judges and registrars, is certainly a novel idea. It is also intended not to appoint registrars in small courts as vacancies occur, but the duties are to be performed by the judicial registrars; this cannot possibly answer; if no registrar is to be appointed, the court should be abolished, and the district merged in the adjoining ones. If unlimited jurisdiction were conferred on the County Courts, it would at all events bring to light any defects in the present system, and form a basis for future legislation. A. B.

**JUDGMENT COSTS.**—In several small books on costs recently issued from the press it is stated that the masters of the three common law divisions have directed that the following sums are to be allowed for costs on judgments by default, where one defendant only: Town cases, including mileage, &c., £3 14s.; country agency, £4 6s. Is it to be understood that when a London solicitor issues a writ against a defendant who resides, say, twelve miles from his office that nothing is allowed for mileage on service of the writ in addition to the £3 14s.? This would certainly seem to be the meaning of the above order as regards town cases; but on inquiry at the Queen's Bench Division a responsible official said "that the masters in that division allowed 1s. per mile for mileage in addition to the £3 14s., where the defendant resides more than two miles from the solicitor's office." 1. Can the *LAW TIMES* inform its readers what really is the practice on this point? It must be of daily occurrence. As regards the fixed sum in agency cases, it is well understood that a writ issued by a London solicitor as agent for a solicitor in the country is £4 6s., and no more would be allowed on signing judgment. But when a writ is issued by a London solicitor (properly concerned) and sent to an agent in the country for service; (2) would the plaintiff's solicitor be entitled to £3 14s. or £4 6s. for costs on signing judgment? The *LAW TIMES* has recently been kind enough to answer some apparently trivial inquiries on costs, would the same paper please answer the two questions above mentioned, as a difference of opinion prevails in some quarters respecting the London practice on the subject? In many district registries the costs are taxed on all judgments by default, and without any item for mileage, &c., they amount to £4 4s. 4d.; but in other registries the London practice is followed of allowing the fixed sums, viz., in agency cases £4 6s., and in town cases £3 14s., with the addition of a sum not exceeding 12s. for mileage or correspondence, where this has necessarily been incurred. 3. When a writ is issued by a London solicitor as agent for a solicitor in the country, and the

defendant resides and is served in London, what would be allowed for the judgment costs? Answers to the three questions would extremely oblige, it being important that the London practice should be correctly understood.

#### A COUNTRY CLERK.

[[1] You can in all cases tax judgment costs, but in ordinary cases it is not done, solicitors preferring to accept the scale allowance. When any question of mileage arises you must either tax or forego the claim for mileage and take the fixed scale. (2) £4 6s., or taxed costs. (3) £3 14s., or taxed costs.—ED. SOLS' DEPT.]

**COMMISSIONERS FOR OATHS.**—I observe that your correspondent "Eighteenpence," in the *LAW TIMES* of the 10th inst., says that affidavits taken before the English Commissioners are received in the Chancery, Bankruptcy, and Landed Estates Courts in Ireland. This was my own impression until a short time ago, when a proof of debt for the Irish Bankruptcy Court was sworn before me, and was subsequently returned to my client, with an intimation that it was informal, and must be taken before a magistrate. I agree with your correspondent in thinking our title too long. Probably many, like myself, would not be sorry if the form were simply

#### A COMMISSIONER, &c.

[Affidavits so sworn are frequently received in the Irish Landed Estates Court, and so also in the Irish Chancery and Irish Bankruptcy Courts. See a letter of our correspondent, Mr. H. Oldham, of Dublin, which appeared in these columns early last December.—ED. SOLS' DEPT.]

**OUR JUDICIAL SYSTEM.**—Supposing that the system of single judges at common law does not work so well as the Attorney-General hopes, and that he thinks the necessity for further strengthening the Bench has not been made out, the following plan would surely establish it incontestably, unless, indeed, it were the means of clearing off arrears, at the same time that it would accelerate the operation of the Appellate Jurisdiction Act 1876. Let two of the paid Judicial Committee judges be transferred to the Court of Appeal; they might under the Judicature Acts sit as judges of the High Court, in any division as required. If with this help arrears disappeared, on the two first vacancies occurring in the Appeal Court, the High Court would not require permanent strengthening; but if even arrears still pressed, what better proof could the Government desire that a permanent increase of strength is essential? Two of the Judicial Committee judges thus having resigned, under the Act of last year a third lord of appeal might be created. Now, as complete effect cannot be given to that Act without another transferring the jurisdiction, why should not this final Act also transfer the two remaining Judicial Committee judges to the House of Lords as Lords of Appeal in Ordinary, so at once putting an end to the anomaly created by 34 & 35 Vict. c. 91?

#### D. C.

**SOLICITOR APPEARING BEFORE INCOME TAX COMMISSIONERS.**—I was instructed on behalf of a client to attend on the 27th ult. before the Bermansley District Commissioners for the Assessment of Income Tax, &c., in support of an appeal against an assessment. On my entering the board room the commissioners' clerk, Mr. Wilkinson (a solicitor), asked me who I was; I gave him my name, and told him I was a solicitor; he then stated that solicitors could not be heard there; and the commissioners very peremptorily, and, with soant courtesy, not only refused to hear me on behalf of my client, but would not even permit me to remain in the room. My client, however, was required to remain, and he informs me he was sharply interrogated by the commissioners, who confirmed the assessment; a decision which I feel confident is wrong. I wish, therefore, to ask whether you know of any power or authority whereby the commissioners are justified in refusing to hear a solicitor appearing on behalf of a client, and excluding him from the room while the appeal is being heard? THOS. C. RUSSEL.

### NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

#### QUERIES.

**134. LIQUIDATION BY ARRANGEMENT.**—By sect. 15, subsect. 2, of the Bankruptcy Act, 1869, the property of the bankrupt, divisible amongst his creditors, shall not comprise "the tools (if any) of his trade, and the necessary wearing; apparel and bedding of himself, his wife, and children, to a value inclusive of tools and apparel and bedding, not exceeding £30 on the whole." Is a debtor, under a liquidation by arrangement, entitled to the same privileges, and is the amount to be allowed in the absolute discretion of the trustee and committee of inspection? There was no resolution come to with reference to the subject at the first general meeting of creditors. J. W.

**135. UNAUTHORISED PERSONS PREPARING LEASES FOR FEE OR REWARD.**—A land agent, not a solicitor, in giving evidence in a case in a County Court, produced three leases, which he said he prepared, that he did not charge anything for the preparation of the leases or the stamps or paper, but that he charged £3 3s. for an agreement for each, which the tenant in each case paid him. Is not this illegal, and has not the land agent rendered himself liable to a penalty of £50? Is there any book where the law against invaders is concisely stated, with the cases thereon? EDWIN CHILCOTT.

[The agent is no doubt so liable under sect. 60 of the Stamp Act, and his attempt at evasion only aggravates the offence.—ED. SOLS' DEPT.]

**136. STATUTE OF FRAUDS.**—A contracts verbally for sale of house to B., and it is arranged that a certain deposit be paid. B. gives his own cheque to A. for the deposit, and receives in return a receipt signed by A. containing terms of agreement. Can the signature of cheque by B., be taken in such a way as to be sufficient to bind him under the 4th sect. of the Statute of Frauds? F. L.

**137. WITHDRAWAL OF AN ORDER.**—If A. gives an order to B. to make him a certain machine, and, before the machine is commenced to be made, A. countermands the order, has B. any remedy against A.? And if the machine is partly made, and A. countermands the order, has B. any remedy against A.? Can you give me any case in reference to the point? E. C. MAYHEW.

**138. ARTICLED CLERK ADVISING CLIENT.—RIGHT OF SOLICITOR TO CHARGE FOR SAME.**—Will you inform me if a solicitor is entitled to charge for consultations, and for business done and advice given by an articled clerk, as though he had done it himself? I am under an impression that he cannot dispute any one for such a purpose unless he has passed his degree as a solicitor the same as himself. If you will set my mind at rest on this question, you will confer a great favour on me. H. L. M.

[You cannot draw a hard-and-fast line on such a point; but, speaking generally, such work can be charged for as though done by the principal, provided the clerk is a competent person to act in such a character under his principal the solicitor, and the client is at the time content to get advice second hand in the way named.—ED. SOLS' DEPT.]

### LAW SOCIETIES.

#### THE LEGAL PRACTITIONERS' SOCIETY.

A MEETING of the Parliamentary committee of this Society was held on Friday in last week at 5, Crown Office-row, Temple, E.C., at 5 o'clock p.m., Mr. William Gordon, M.P., solicitor, in the chair. The Hon. Sec. (Mr. Charles Ford) read the minutes of the last meeting, which were confirmed.

Mr. Ford said that Mr. W. T. Charley, M.P., was detained on the Northern Circuit, and could not therefore be present as he had intended.

The learned Chairman said that he had conferred with Mr. Charley, and that they were both of opinion that the second clause in the Society's Bill of last year, as to a £10 penalty in the case of unauthorised persons preparing instruments for fee or reward, could not be for a fourth time introduced into Parliament by the society with any chance of success. This clause as read by the Hon. Sec. is as follows:—

"Every person who, not being a qualified practitioner, either directly or indirectly, for or in expectation of any fee, gain, or reward, draws or prepares any instrument which by The Stamp Act 1870, he is forbidden to draw or prepare, shall for every such offence forfeit the sum of £10."

"Penalties incurred under this section are to be sued for by a qualified practitioner by action brought in the County Court within the jurisdiction of which the cause of action shall have arisen or the defendant resides at the time of bringing such action, and may be recovered with full costs of suit."

"Penalties recovered under this section shall be paid over to the Receiver-General of Inland Revenue."

On the motion of Mr. W. H. Wheatcroft (solicitor), seconded by Mr. William Griffith, M.A. (barrister), it was resolved that the hon. secretary address a letter to the Council of the Incorporated Law Society, asking them to appeal to the Lord Chancellor with a view to his taking up the subject matter of the clause, on public grounds, and in justice to solicitors throughout the United Kingdom.

Mr. E. Pugh Jones (barrister) said that he had looked into the law on the subject proposed to be dealt with by this clause, but that it did not touch surrogates who, in Wales, obtained grants of probate wholesale, to the injury and exclusion of all solicitors practising in most parts of Wales, and that Welsh solicitors felt it to be a great grievance calling for the active interference of the representatives of the Profession. Mr. Pugh Jones added that Welsh solicitors had appealed to the Incorporated Law Society in vain upon the subject. The learned gentleman then proceeded to show the *modus operandi* of the surrogates, who used the services of London proctors who prepared the papers for the registry.



Mr. Jones also read a letter from a Welsh solicitor, who said that he lost at least £100 a year by the action of one surrogate alone.

The Chairman said it was clear that the clause did not meet the case, and after some discussion it was arranged that Mr. Pugh Jones should look into the matter further in connection with Welsh solicitors, and frame and submit a special clause to the next meeting of the committee.

In regard to a free interchange between the two branches of the Profession, Mr. Ford read the clauses in the Society's Bill of last year, as follows:—"Every person who shall have been a barrister-at-law for a period of not less than five years, and who, after having ceased to be a barrister-at-law, shall have served under articles of clerkship for a period of two years to a practising solicitor, and shall have been examined in such manner as shall be provided from time to time by regulations to be issued by the presidents of the Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice, and the Master of the Rolls, and shall have taken the oaths directed to be taken by solicitors, shall be entitled to be admitted and enrolled as a solicitor of the Supreme Court." "Every person who shall have been a solicitor of the Supreme Court for a period of not less than five years, and after ceasing to be a solicitor, shall have been a student of one of the Inns of Court for a period of two years, and shall have passed the usual examinations for the degree of barrister-at-law, shall be entitled to be called to the Bar."

Mr. Ford also read the reference to these clauses in the last annual report of the Council of the Incorporated Law Society, wherein it was pointed out that the council had proposed a more sweeping reform. Mr. Ford said that he thought they had better adhere to their own clause, especially as the chief law society had not followed up its proposal by introducing a Bill of any kind on the subject, and the Benchers, Mr. Ford thought, would never move in the matter. Mr. Gordon, M.P., concurred, and said the time had arrived when, in common fairness to barristers and solicitors some such legislation should be secured, and he did not believe that it would meet with any serious opposition upon the part of a liberal profession like the Bar.

On the motion of Mr. Wheatcroft, seconded by Mr. W. H. Rowland (Registrar of Croydon County Court), it was resolved to introduce these clauses again this session.

On the motion of Mr. Ford, seconded by Mr. Rowland, it was resolved to introduce into the Bill a clause to the following effect: "No person shall appear for the prosecution or defence of any person charged with an offence before a stipendiary magistrate, police magistrate, or justice of the peace sitting alone or in petty sessions, unless the person so appearing is a qualified practitioner, or is specially empowered so to appear by any Act of Parliament."

It was, however, pointed out by the clerk to the Justices of Portsmouth (Thomas Cousins, Esq.) that there were many other matters besides those of prosecutions and defences before magistrates, in which the public interests require that unskilled and unqualified persons should not be allowed by magistrates to appear as advocates. The hon. sec. was instructed to amend the clause, so as to meet the objections in question.

It was also resolved to secure the extension of the right of solicitors to practise as proctors in the provincial courts of Canterbury and York, to the Diocesan Court of London. The hon. sec. reported that he had framed the necessary clause.

Mr. Rowland proposed that the following clause be introduced into the Bill, and in doing so assured the committee that his experience as a registrar convinced him that the large majority of bills of sale were either fraudulent or that the persons executing them did not understand their operation and effect, and that such a clause was necessary in the interests of creditors and the public generally: "No bill of sale, assignment, transfer, or other document mentioned and comprised in the Act of the seventeenth and eighteenth years of Her Majesty, chapter thirty-six, and the Acts amending the same, and thereby required to be registered, shall be of any force, power, or effect, unless there shall be present a qualified practitioner on behalf of the person making or giving such document, expressly named by him and attending by his request to inform him of the nature and effect of the same before the same is executed, and such qualified practitioner shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be a qualified practitioner, and state that he acts on behalf of the person making or giving the same."

After some discussion it was resolved to introduce the proposed clause.

Mr. Ford said there were many other proposed clauses to be considered, and he laid on the table a large number of letters in reference to the Bill. He also reported that the Scotch Law Society was anxious that the society's measures should

be extended to Scotland as far as possible, and that he had been in communication with the Irish Incorporated Law Society through Mr. Henry Oldham, of Dublin, a member of the society, but had not yet heard anything from them.

Mr. W. H. Rowland attributed the loss of most of the clauses of the Society's Bill last year to the indisposition of solicitors to give themselves the trouble of writing to every member of Parliament they know, asking them to support each clause, and explaining the aim and scope of each clause. He was convinced that if this was done, the society would be much more fortunate this year.

Mr. Ford laid on the table several new clauses dealing with other subjects, the consideration of which was ordered to stand over till the next meeting. He also laid on the table a number of letters he had received from solicitors and others on various professional questions and complaints, which were ordered to be brought up at the next meeting. He also said that the society had been asked to prosecute in the case of three uncertificated solicitors, but the sub-committee, apart from the question of expense, had considered that it was not expedient to do so. This correspondence was laid on the table.

A vote of thanks to the learned chairman terminated the proceedings.

#### SOMERSETSHIRE LAW SOCIETY.

##### ADDRESS TO THE LORD CHIEF JUSTICE OF ENGLAND.

At the Somerset Assizes at Taunton, on Wednesday, the 14th inst., after the rising of the court, a deputation from the Somersetshire Law Society waited upon the Lord Chief Justice of England, at the Shire Hall, and presented him with a complimentary address, which had been most cordially agreed to at the annual general meeting of the society on the 12th inst. The deputation was introduced by Mr. J. T. Nicholletts, the under sheriff of the county, and consisted of the following gentlemen: Mr. Pinchard (chairman of the meeting at which the address was voted), Mr. H. Messiter (county treasurer), Mr. J. Trevor (clerk of the peace for the borough of Bridgwater), and Mr. Biddulph Pinchard, hon. sec., who read the address as follows:

"To the Right Hon. Sir Alexander J. E. Cockburn, Bart., G.C.B., Lord Chief Justice of England.

"My Lord—The Somersetshire Law Society, on behalf of themselves and their fellow solicitors in this county, most respectfully offer to your lordship a cordial welcome on the occasion of your presence in Somerset for the first time during many years.

Some of us remember when in your Lordship's early days you came among us as revising barrister on the occasion of the first revision of the lists of voters under the Reform Act of 1832.

"From that time to the present your Lordship's distinguished character and career, both as a member of the Bar on the Western Circuit, and as a judge, have not failed to engage the approval and admiration of the whole Profession, and not least of the solicitors of Somerset.

"While we are deeply sensible of the high qualities and eminent attainments which characterise you as a lawyer and a judge, we presume especially to record our grateful sense of the unsparing and dignified reprobation with which your Lordship habitually censures from the Bench whatsoever, in any proceeding brought before it, savours of duplicity or meanness of any kind and in any quarter. Your denunciation of all such conduct has even intensified, if possible, the brightness of that spotless integrity which distinguishes British judicature throughout the world."

His Lordship, in reply, expressed his deep sense of the compliment paid him, and requested the deputation to convey to the society, and to the other solicitors practising in the county, his thanks for the honour they had done him. He observed that those persons were best able to judge of the administration of justice who were acquainted not only with the principles, but with the practice of the law, and that if he had obtained the approval of such a body of gentlemen as the solicitors of Somersetshire, he felt that he had not worn the ermine in vain.

#### LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

##### A. LOVEDAY, ESQ.

THE late Arthur Loveday, Esq., proctor and notary, formerly of Doctor's-commons, of Wardington, Oxon, who died on the 28th ult., at St.

Leonard's-on-Sea, in the eighty-first year of his age, was the fourth son of the late John Loveday, Esq., D.C.L., by his marriage with Anne, daughter and heiress of the late William Taylor Loder, Esq., of Williamscote, Oxon, and was born in the year 1797. He was admitted a proctor and notary in 1815, and continued in practice down to comparatively recently in Doctor's-commons. Mr. Loveday, who was for many years a respected resident in Church-row, Hampstead, married in 1825 Elizabeth, daughter of the late Rev. George Wells, formerly rector of Wiston, Sussex, by whom he had two sons, Arthur, in holy orders, and George, who was admitted an attorney in 1852, and was in partnership with his father.

##### J. CLOWES, ESQ.

THE late John Clowes, Esq., solicitor, of Great Yarmouth, who died at his residence in Norfolk-square, in that town, on the 21st ult., in the sixty-eighth year of his age, was the son of the late Mr. Clowes, also a solicitor, and was born in the year 1809. He was admitted a solicitor in Trinity Term 1832. A Liberal in politics, he took an active share in the movements of his party, and in his earlier career and during the domination of the Liberal party in the borough of Great Yarmouth, Mr. Clowes filled the office of town clerk, a position which he retained until the advent of the Conservatives to power. He then resigned, but he nevertheless continued until his death to occupy a prominent position in the borough, having filled the offices of town councillor and guardian of the poor for many years. "Of late years," says the *Yarmouth Independent*, "Mr. Clowes had been always engaged as solicitor on behalf of the Caister boatmen, and was instrumental in very many cases in obtaining substantial recognition of services that but for his zealous advocacy would probably have been unrewarded. In matters of local interest there were few projects with which he was not identified, while in the support of the local charities, he was ever ready to accord them a hearty and generous assistance. Among the more recent of the projects for the improvement of the town with which Mr. Clowes was associated was the Yarmouth and Stalham Railway, in which he took a warm interest, and, as one of the directors of the company, assisted, both by his influence and pecuniary support, in obtaining the Bill and promoting the construction of the line. He was also a director of the Free Press Newspaper and Printing Company, in the formation of which, and in its promotion to its present successful position, he was ever zealously engaged."

##### E. T. WHITAKER, ESQ.

THE late Edward Thomas Whitaker, Esq., solicitor, of Lincoln's-inn-fields, who died at Hinton, Berks, on the 6th ult., in the seventy-sixth year of his age, was the third son of the late Philip Whitaker, Esq., of Bratton, in the county of Wilts. He was born at Bratton in the year 1802, and was admitted a solicitor in Hilary Term, 1823. He was appointed in 1833 the solicitor for the affairs of Her Majesty's Dues of Lancaster, which he resigned in the year 1851. Mr. Whitaker married Emily Ann, daughter of Thomas Dedrick Woolbert, Esq., by whom he has left nine children. The remains of the deceased gentleman were interred at Hurst, Berkshire.

##### T. P. L. HALLETT, ESQ.

THE late Thomas Perham Luxmore Hallett, Esq., LL.B., barrister-at-law, of Lincoln's-inn, who died at his residence in Bolton-row, May Fair, on the 4th inst., in the seventy-fifth year of his age, was the only son of the late Capt. Samuel Hallett, of the Dorset Yeomanry Cavalry, of Chideock, Dorset, and Richmond, Surrey, by Jersey, his second wife, daughter and co-heiress of the late Thomas Perham, Esq., of Well Court, Dorset (whose ancestor, Sir William Periam, or Perham, was Lord Chief Baron of the Exchequer, temp. Queen Elizabeth). The Anglo-Saxon family of Hallett, or Hallett, which the deceased gentleman represented, and which claims a direct Royal descent from King Edward III., is of great antiquity in the southern counties of England, having formerly for upwards of 400 years been settled at Misterton, in Somersetshire, where they continued large landed proprietors till the commencement of this century. Born at West Chelborough on the 18th Feb. 1803, Mr. Hallett was educated at St. Paul's School, and at Trinity Hall, Cambridge, where he graduated LL.B. in 1828, being bracketed second in the first of the law classes, with Mr. Prendergast, Q.C., and subsequently was elected a Fellow, together with the present Lord Chief Justice of England, with whom, as with the late Lord Lytton, Mr. Hallett was a college contemporary. Having devoted himself to the study of law, and read for the usual periods in the chambers of Messrs. Stinton and P. B. Brodie, the then eminent conveyancer. He was called to the Bar by the Honourable Society of Lincoln's-inn, in Trinity Term

**HARVEY'S SAUCE.—CAUTION.**—The admirers of this celebrated sauce are particularly requested to observe that each bottle prepared by **M. LAZENBY and SON** bears the label, used so many years, signed "Elizabeth Lazenby."

granted the application. The view taken by his lordship of the right of a defendant to have the cause, in which he is a party, tried before a judge, with a jury, is in harmony with the decisions. In his opinion that right is subject only to the discretion conferred on the court by rule 26. That discretion, as we have seen, is confined to cases which, before the passing of the Judicature Act, the court could have tried without a jury without the consent of the parties. The Vice-Chancellor cannot be said to have thrown any new light upon the law, although his decision in *West v. White* contains a useful summary of the defendant's rights. At any rate it is satisfactory that a question of such practical importance as that relating to the right of a defendant to demand a jury has been settled. It was said by Vice-Chancellor HALL, in *Clarke v. Cookson* (2 R. C. Ch. Div. 946), with reference to Order XXXVI., rule 26, "This rule was framed expressly to meet cases which would, under the old system, have been tried in the Chancery Division, and which might be considered, by reason of involving a mixture of law and fact, or from great complexity or otherwise, not capable of being conveniently tried before a jury, when the case is of a nature fit to be tried by a jury, the right of the plaintiff or defendant should ordinarily not be interfered with." These remarks do not appear to have been quoted in *West v. White*. There is no doubt they would have met with the approval of Vice-Chancellor BACON.

A COMMISSION, composed of eminent and practical members of the legal profession, has been appointed to enquire into the working of the Judicature Acts, with particular reference to the chamber clerks of Judges at Chambers appointed under sect. 79 of the Act of 1873. As to Judges' Chambers, the present disgraceful condition of things is not due in any sense to the Judicature Acts; but we hope it will not escape close scrutiny on that score. There are, however, abundant abuses connected with the Acts, if we look at what it was intended to effect by them. Where are the continuous sittings at Nisi Prius in London and Middlesex? Where is the Divisional Court? The sittings at Nisi Prius, so far from being continuous are fitful and visionary—a will o' the wisp vainly pursued by suitors, jurymen, solicitors, and counsel. The Divisional Court appears and disappears according to circumstances; and, when it does appear, it knows its own failings too well to be strict with counsel, who take all sorts of liberties with it, and occupy much of its time in applications that cases may stand over, or be restored when quite properly struck out. But all this is due to the fact that all the Judges have been scattered over the face of the country trying sessions cases and civil causes in too many instances of insignificant proportions. Until the assize system is remodelled, it is difficult to see how the London business, which is the principal business of the kingdom, can be properly dealt with. And we trust that the abuses of the Referees' Courts will not escape attention. The question of fees, the prodigious delays, and the efficiency of the tribunal, should be carefully considered. These courts should relieve the judges of much work; but suitors will frequently make any sacrifice to escape the ordeal of proceeding before an official referee.

THE Court of Appeal, in *Cohen v. The South-Eastern Railway Company*, reported last week (36 L. T. Rep. N. S. 130), affirmed an important principle that sect. 7 of the Railway and Canal Traffic Act 1854 applies to passengers' luggage, and is extended by sect. 19 of the Regulation of Railways Act 1868 to traffic by railway companies' steamers, and therefore a condition, printed on a through ticket for a journey from Boulogne to London by the company's steamer and railway which professed to limit the company's liability for loss of or injury to passengers' luggage, was void. The point was first decided on demurrer by the Exchequer Division (35 L. T. Rep. N. S. 213), and the case was brought before the courts a second time under rather curious circumstances. When the Exchequer Division gave judgment for the plaintiff the defendants obtained leave to amend, and add a plea to the effect that the contract between the plaintiff and the railway company was a French contract, and that by French law the company were exempt from liability. A special case was afterwards stated, embodying the opinion of a French avocat as to the law of France applicable to the case. The opinion was decisive against the company, if the contract was to be interpreted by French law, and therefore the defendants' counsel, who had appealed to the French law, were obliged to change their tactics, and contend before the Court of Appeal (the Exchequer Division having giving judgment for the plaintiff on the special case, following their own judgment on demurrer), that the contract was governed by the law of England. The Court, without calling on the plaintiff's counsel, unhesitatingly affirmed the judgment, holding, that if the case was governed by English law, the statutory provisions above referred to applied, that the condition was void, and the Company were liable. If the French law ought to prevail, their liability was beyond question. The attempt to avoid liability by resorting to the French law was therefore a signal failure. It became unnecessary to decide which law governed the contract, but two of the three Judges seemed inclined to think that the English law applied. If this is the correct view, there is a

conflict between the law of France and England, for the opinion of M. RONCIER, set out in the special case, distinctly states that if the case came before a French tribunal it would be decided according to French law. The main point seems very clear, as far as the words of the statutes are concerned, and the Court has got rid of the difficulty raised by *Stewart v. The London and North-Western Railway Company* (10 L. T. Rep. N. S. 302), and *Doolan v. The Midland Railway Company* (Ir. Rep. 10 C. L. 47), by declaring that those decisions are not good law. As the damage sued for was caused by negligence, the court was not called on to decide whether railway companies are common carriers of passengers' luggage or not, but the balance of authority seems to be in favour of the view that they are. It should, however, be observed, as was pointed out by MELLISH, L.J., that this decision will not have the effect of subjecting railway companies forwarding goods by sea to all the liabilities of carriers by land, for, by sect 14 of the Regulation of Railways Act 1868, they have the power of limiting their liability by a notice excepting those perils which are usually excepted in bills of lading.

IN a summary of the principles relating to marine insurance as affected by the decisions within the last two years, published in these columns on the 17th inst., reference was made to *Dudgeon v. Pembroke*, as being a decision of a most unsatisfactory character and indeed being one which could not be accepted as an authority. We are happy to say that the reversal of established law by that case has been rectified in the House of Lords—the Exchequer Chamber (which was led into error mainly by Lord COLERIDGE) having been set right, and *Gibson v. Small* restored to the position of a leading case of clear and unmistakeable signification, which in the opinion of all insurance lawyers it was entitled to hold. Lord COLERIDGE distinguished *Gibson v. Small* from *Dudgeon v. Pembroke* on the ground that in the latter case the policy was on time for a particular voyage. We pointed out at the time when his decision was delivered that this one fact could not introduce an implied warranty into a time policy. The only case in which an assured under a time policy can lose the benefit thereof on account of the ship's unseaworthiness is that where the circumstances are such as existed in *Thompson v. Hopper*. If a shipowner knowingly sends a ship to sea unseaworthy he commits a fraud on his underwriters. It is equally idle to contend that a ship is not lost by perils of the sea, though the proximate cause of the loss is a peril of the sea, because she was unseaworthy at starting. The decision of the majority of the Exchequer Chamber deviated from two well established principles, but probably little harm has been done, as everyone must have contemplated that the House of Lords would correct the blunder.

THE difficulty of giving a satisfactory definition of legal terms is well illustrated by the judgment of the MASTER of the ROLLS in the recent case of *Pooley v. Driver* (36 L. T. Rep. N. S. 79), where his Lordship considered at some length the meaning of the term "partnership." Mr. Justice LINDLEY in his work says very truly, "to frame a definition of any legal term which shall be both positively and negatively accurate, is possible only to those who, having legislative authority, can adapt the law to their own definition. Other persons have to take the law as they find it; and rarely indeed is it in their power to frame any definition to which exception may not be taken. All that they can usefully attempt is to analyse the meanings of the words they use, and to take care not to employ the same word in different senses, where so to do could possibly lead to confusion." The learned author thereupon presents his reader with a page and a half of definitions selected from the writings of authors of celebrity, such as POTHIER, THIBAUT, STORY, KENT, and VINNIUS, all of which, however, with a single exception, are, with reference to the law of England, too wide. In the case which came before the MASTER of the ROLLS the question to be decided was whether some contracts which had been entered into made the defendants partners in a certain firm. The first question to be resolved was what sort of evidence must be relied on to prove a partnership; but the learned Judge would not, any more than Mr. Justice LINDLEY, attempt to define a partnership. That it is a contract is clear, and therefore it involves the mutual consent of all parties. It is a contract to carry on a commercial business and dividing the profits. The definition in the New York Civil Code is that partnership is the association of two or more persons for the purpose of carrying on business together and divide its profits. As a general rule this definition is sufficient. But each partner contributes something—money or skill. This is not a universal rule in English law, for there is the case of the dormant partners, who contribute neither one nor the other. Hence CHANCELLOR KENT's definition, which turns upon this contribution, is not accurate. The New York Code makes no mention of the nature of partnership business. Hence, as the MASTER of the ROLLS pointed out, the business might be that of highwaymen. POTHIER gets over this difficulty by stating that the business must be to make in common an honest profit, but he also says that there must be something in common, which according to English law



considerably in cash advance for the firm, and the consignments and remittances hitherto advised will, we think, fall short of the engagements we are under on their account. We have, however, registered the above, and should remittances or consignments come forward to enable us to meet their wishes, we shall lose no time in advising you." The defendants afterwards wrote to their principal that the state of the accounts did not warrant the payment to the plaintiff. The court held that the defendants had entered into no positive engagement to pay the money, and that consequently the plaintiff had no right of action.

Lord Ellenborough said in *Willis v. Freeman* (12 East, 656), that the case of *Wilkins v. Carey* (7 T. Rep. 711) established the principle that if a man who has funds in his hands belonging to a trader who has committed a secret act of bankruptcy, accept a bill for that trader without knowing of such act of bankruptcy, he may apply those funds when the bill becomes due, and to the discharge of his own acceptance. The same Judge ruled in another case (*Madden v. Kempster*, 1 Camp. 12) that if A. is under acceptance to B., he may retain money of B.'s in his hands to discharge it, either until the bill is delivered up to him, or until he receives a bond of indemnity against being sued upon it. So it was held in a subsequent case (*Morse v. Williams*, 3 Camp. 418), that where a sum of money has been lodged with a party to indemnify him against bills of exchange accepted by him for the accommodation of another, an action will not lie against him to recover the money while the bills are outstanding, although they are within the Statute of Limitations.

The question was much discussed in a later case decided by the Common Pleas in 1850 (*Bates v. Hoppe*, 9 C. B. 541). The action was brought by the assignees of a bankrupt to recover from the defendant a sum of money lodged in his hands to meet an accommodation bill of which he was the acceptor and the bankrupt the drawer. Before the maturity of the bill the drawer became bankrupt, and the court held that the assignees could not recover. "The question is," said Mr. Justice Maule, "whether the bankrupt could have revoked that destination of the money, and could have called upon the defendant to return it to him. . . . An act done in performance of a binding contract is not recoverable. The acceptance of the bill was a good consideration for the contract to indemnify."

Want of privity between the agent and third parties has often proved fatal to the right of the latter to recover money from the agent. Thus, where there were several joint owners of a ship, and A., the managing owner, employed C. as general agent, and to receive and pay moneys on account of the ship, C. kept a separate account in his books with B. as managing owner. To obtain payment of a sum of money due from a certain company on account of the ship, it was necessary that the receipt should be signed by one or more of the owners, besides the managing owners. Upon a receipt being signed by A., one of the other owners, C., received on account of the ship £2000 from the company in question, and placed it to A.'s credit in his books as managing owner. The other part owners brought an action to recover the balance of that account against the agent, but the court held he had received the money as agent of A., and was accountable to him for it, and that there was no privity between the plaintiffs and the defendant: (*Sims v. Brittain*, 2 N. & M. 594; 4 B. & Ad. 375; *Tennant v. Mackintosh*, 1 B. & Ad. 594.)

An agent cannot be called upon to restore to third parties money which he has paid over to his principal, which he had no right to withhold from his principal. Certain bills of exchange were drawn upon and accepted by the East India Company in favour of W. H. They were afterwards endorsed to D. and C. by an agent of W. H. under a supposed authority given by a power of attorney, which was seen and inspected by the acceptors. D. and C. indorsed the bill to B. and Co. (the defendants), their bankers, in order that the latter might, as their agent, present them for payment when due. B. and Co. put their names on the back of the bills, presented them for payment, and received the amount. This they paid over to their principals. When it was discovered that the power of attorney did not authorise the agent to indorse the bills, the administrator of W. H. in an action against the acceptors recovered the amount of them. The acceptors then brought an action against B. and Co., and declared on a supposed undertaking, that they, as holders, were entitled to receive the amount of the bills. The jury found that the plaintiffs paid the bills on the faith of the power of attorney, and not of the indorsement by the defendants, and that the latter paid over the money before they had notice of the invalidity of the first indorsement. The court decided that there was no ground for the action: (*The East India Company v. Trillon*, 3 B. & C. 280, 1824.) It is to be noticed that the power of attorney was not produced by the defendants, nor was there any evidence that they had any means of estimating its sufficiency, and further that the insufficiency of the authority was not discovered until the money had been paid over by the defendants to their principals, and that if there was negligence it was due to the plaintiffs' mistake on a point of law: (See *Bilbie v. Lumley*, 2 East, 469.)

A. paid into the Totness County Bank a quantity of notes of a bank at Dartmouth, to bear interest from that day. The Totness bankers sent

mouth bank. Upon their receipt there the latter, according to their usual course of business with the Totness bankers, gave them credit in account for the amount of the notes. The course of dealing between the two banks was that if the Totness Bank received notes of the Dartmouth Bank in the course of the day, they sent the notes on the following morning to the Dartmouth Bank. If the Dartmouth Bank received notes of the Totness Bank, they at the close of the business of the day sent them to the Totness Bank. If the balance of the day was in favour of either bank, the amount was paid by a bill upon their respective agents in London. The Dartmouth Bank continued to pay their notes until the evening next following the day on which A. paid the notes into the Totness Bank. In an action by A. against the Totness bankers, he recovered the amount of the notes on the ground that as between the plaintiff and defendants the taking of credit in account for the amount of the Dartmouth notes was equivalent to payment to the Totness bankers (*Gillard v. Wise*, 5 B. & C. 134, 1826). Here the Dartmouth bankers were made the agents of the Totness bankers, the latter authorising the former by the course of dealing, to give credit in account for their own notes, instead of paying them immediately in money. If the notes had been of no value at the time they were deposited, the case, as pointed out by Mr. Justice Holroyd, would have been very different.

The following principles appear to be deducible from the cases:

1. An agent who receives money for his principal is liable to third parties as regards such money so long as he stands in his original situation—i.e., so long as things remain unaltered between the agent and principal, and until there has been a change of circumstances, by his having paid over the money to his principal, or done something equivalent to it.
2. Upon the sale of an article by an agent if the thing sold turns out to be of less value than the price given for it, the extra price, in the absence of fraud or warranty cannot, as a general rule, be recovered back. But this rule is applicable only to cases when the thing sold is of an arbitrary value.
3. When a principal directs his agent to pay money over to a third party, the direction remains countermandable by the remitter until it is executed, either by the actual delivery of the chattel or the money to the remitee, or by some binding engagement entered into between the agent and the remitter, which gives the latter a right of action against the former: (*Williams v. Everitt*, *sup.*, *Scott v. Porcher*, *sup.*, *Prind v. Hampshire*, *sup.*).
4. An appropriation is not revocable when the principal remits money to the agent to be applied by the latter pursuant to a binding contract between the parties in discharge of a contingent liability: (*Yates v. Hoppe*.)
5. Money deposited with an agent, and expended by him in illegal disbursements cannot be recovered from him by the principal, if the principal was aware at the time of the illegal disbursements, or if he subsequently assented to them. Thus where the agent of a candidate at an election for a member of Parliament made extravagant outlays for the purpose of taking up the freedom of the voters, the candidate being aware of the object of the expenditure, cannot recover the excess: (*Bayntun v. Catle*, 1 Moo. & Rob. 255.)

## LAW LIBRARY.

*Cases in the Court of Referees 'decided during the Session 1876.* Vol. 1, Part II. By F. CLIFFORD and A. G. RICKARDS, Esqrs, Barristers-at-Law. London: Butterworths.

We have looked through this second part of Vol. 1 of Clifford and Rickards' Reports, and can accord it nothing but praise, except in the indexing, which is still imperfect, as not giving the "specific" information wanted. It is voluminous, but, under some heads, gives only "generic" information. We know no better illustration than this book affords of the multiplicity and variety of interests with which Parliament has to deal, and with which it must be presumed it deals satisfactorily, as so little complaint is heard, a fact all the more wonderful when it is considered how impossible is uniformity of decision on the part of committees constituted as Parliamentary committees are. Perhaps this proves that honesty of purpose makes up for Procrustean uniformity. That this honesty extends to the *locus standi* court must be admitted, but it is rather a necessary incident of such a court that in an attempt to regulate practice by a series of precedents, a certain amount of narrowness and technicality should be engendered, and the study of this book of precedents leads to the conviction that the court is but narrowly steering clear of this danger. The function the court has to perform is to tell people, "You shall not even be heard to state your objections to a given measure, to which you say you object." This function is one of the most invidious that can fall to a judicial tribunal to perform; and the privilege of excluding petitioners ought, therefore, to be exercised with much caution. As the power now exists to grant costs against petitioners wantonly or vexatiously opposing, one of the principal reasons formerly existing for a rigid exercise of this function seems to have departed, and we think one may say that this feeling influences the court in some of its more recent decisions.



the several divisions of the High Court of Justice, and who can also administer oaths as well outside as within the London district.

We understand that Mr. George Shee, a member of the Bar, has been appointed to the office of registrar of the District Probate Registry at Canterbury, rendered vacant by the death of Mr. Thomas Godfrey Fanasett. These appointments are in the gift of the Lord Chancellor, who, we are afraid, may be expected to show a partiality for members of his own profession, over the claims of solicitors to appointments like the one in question. There can be no doubt that the Bar is continuing to monopolise all public appointments usually bestowed upon members of the legal profession.

THE following advertisement has appeared for several weeks in the *West London Observer*—

T. B. Chester, solicitor, 22, King-street, Hammer-smith. Office hours ten to four o'clock.

It is in large type, and in a prominent place on the front page of the paper. It is followed in the column by an advertisement as to "Coals on the co-operative system," and other trade and commercial announcements. Mr. Chester is not responsible for the place assigned to this advertisement, and it may be, indeed, we hope and believe he has not sanctioned the advertisement, and we therefore call Mr. Chester's attention to it.]

# SPECIMEN DIGEST OF THE LAW RELATING TO SOLICITORS OF THE SUPREME COURT.

(Continued from page 379.)

## ARTICLE 53.

### CLAIMS LIABLE TO TAXATION.

WHEREVER an attorney or solicitor claims fees, charges, or disbursements, in right of something he has done whilst acting as solicitor or attorney, his bill is liable to be taxed:

6 & 7 Vict. c. 73.

Wherever an attorney or solicitor has made an agreement in writing with his client respecting the amount and manner of payment for the whole or any part of any past or future services, fees, charges, or disbursements, in respect of business done or to be done by such attorney or solicitor, whether as attorney or solicitor, or as an advocate or conveyancer, either by a gross sum or by commission or per centage, or by salary or otherwise, either at the same or at a greater or a less rate, as or than the rate at which he would otherwise be entitled to be remunerated:

33 & 34 Vict. c. 23, s. 4.

If after an order to refer a bill to a taxing master has been granted, the solicitor, after notice, omits to attend, the officer to whom such reference shall be made may proceed to tax and settle each bill and demand *ex parte*:

6 & 7 Vict. c. 73, 37.

In every case in which an attorney or solicitor has been or shall be employed to prosecute or oppose an inquiry whether a person is a lunatic, idiot, or of unsound mind, and incapable of managing himself or his affairs, or in or about any proceedings consequent upon such inquiry, and the costs of such attorney or solicitor have not been paid in the lifetime of such person, it shall be lawful for the Lord High Chancellor, or the Lord Justices, or others the persons or person intrusted by Her Majesty with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind, to make such and the like orders, and to exercise the like power and authority for taxation of and for raising and payment of such costs after the death of such person, as could or might have been exercised in his lifetime.

No such order shall be made but within six years after the right to recover accrues:

23 & 24 Vict. c. 127, s. 29.

## ARTICLE 54.

### REFERENCES BY THIRD PARTIES.

Whenever a third party shall be liable to pay, or being liable shall have paid, a taxable bill, the same reference and order shall be made, and the same course pursued in all respects as if the application was made by the party chargeable, provided, however, that in case an application is made, when a reference is not authorised to be made except under special circumstances, the court or judge to whom application is made, may take into consideration any additional special circumstances applicable to the person making such application, although such circumstances might not be applicable by party so chargeable with the bill.

6 & 7 Vict. c. 73, s. 37.

A solicitor cannot charge against a trust estate anything not necessary for the administration thereof, though expressly directed by the trustee. He must look for payment of such charges to the trustee personally.

*Re Brown*, L. Rep. 4 Eq. 464.

Persons who have no power to obtain an order:

1. A mere volunteer who, without liability, pays the bill.

*Re Saunders*, 13 L. J. 161, Ch.

*Re Carver*, 14 ib. 100;

2. Where a surveyor of highways, by virtue of his office, employs an attorney; the parishioners who contribute to the highway rate are too little interested in the payment of the bill to obtain an order referring it to taxation.

*Re Barber*, 14 M. & W. 720.

An outlaw cannot apply for such an order:

*Re Ford*, 1 B. & C. 88;

*Young v. Walker*, 16 M. & W. 446.

When once the bill has been taxed, no re-taxation will be allowed at the instance of a third party, unless under special circumstances approved of by the court:

6 & 7 Vict. c. 73, s. 40.

## ARTICLE 55.

### TIME WITHIN WHICH TAXATION MUST BE MADE.

No reference of a bill of costs shall be directed upon an application made by the party chargeable with such a bill after verdict obtained, or writ of inquiry executed, or after the expiration of twelve months after such bill shall have been delivered, sent, or left, except under special circumstances, to be proved to the satisfaction of the court or judge to whom the application for the reference shall be made:

6 & 7 Vict. c. 73, s. 37.

The special circumstances to entitle a client to have the bill referred to taxation, may be matters appearing on the face of the bill, such as large and unusual charges, requiring explanation:

*Re Robinson*, L. Rep. 3 Ex. 4.

The mere existence of the relation of solicitor and client is not sufficient:

*Ex parte Tower Subway Company*, L. Rep. 16 Eq. 326.

## ARTICLE 56.

### POWER OF THE TAXING MASTER TO LIMIT CLAIMS OF SOLICITORS.

The master is in general the sole judge as to the reasonableness and propriety of the amount of the charges in a bill of costs before him:

*Druce v. Scroope*, 1 Dowl. 69;

*Re Masters*, ib. 18.

Where there is a special agreement (under 33 & 34 Vict. c. 23) by which the amount payable by the client is fixed, the amount stated is not to be paid until it has been allowed by the taxing master, who, if it shall appear to him that the agreement is not fair and reasonable, may require the opinion of a court or a judge to be taken thereon by motion or petition.

33 & 34 Vict. c. 23, s. 4.

He will ascertain and fix the rate of charge, and decide whether the business charged for was under the circumstances necessary.

*Heald v. Hall*, 2 D. P. C. 163;

*Williams v. Nicholas*, 1 Dowl. N. S. 840.

But he has no implied power

To examine *viva voce*.

*Noy v. Reynolds*, 2 A. & E. 461.

To certify whether a certain alleged transaction, not being an actual payment (the nature and circumstances of which were disputed), was or was not such a transaction as a court would have adjudged to constitute debt or a payment.

*Re Smith*, 9 Beav. 186.

## Note.

Where the same solicitor is employed for two or more defendants, and separate answers are filed, or other proceedings had, by or for two or more such defendants separately, the taxing master shall consider, in the taxation of such solicitor's bill of costs, either between party and party, or between solicitor and client, whether such separate answers or other proceedings were necessary or proper; and if he is of opinion that any part of the costs occasioned thereby has been unnecessarily or improperly incurred, the same shall be disallowed.

Con. Ord. XL., r. 12.

## ARTICLE 57.

### TO ALLOW INTEREST.

The taxing master may allow interest at such rate and from such time as he thinks just on moneys disbursed by the attorney or solicitor for his client, and on moneys of the client in the hands of the attorney or solicitor, and improperly retained by him.

33 & 34 Vict. c. 23, s. 17.

## Note.

The first part of this provision is intended to apply only as between a solicitor and his own client, and does not apply to a taxation of costs to be paid as between solicitor and client, out of a fund in court belonging wholly or partly to other persons than the client.

*Hartland v. Murrell*, L. Rep. 16 Eq. 285.

Upon the taxation of costs the taxing officer may, in determining the remuneration, if any, to be allowed to the attorney or solicitor for his services, have regard, subject to any general rules or orders hereafter to be made, to the skill, labour, and responsibility involved.

33 & 34 Vict. c. 23, s. 18.

## ARTICLE 58.

### APPEALS FROM DECISION OF TAXING MASTER.

An application to review taxation must be made by a summons in chambers, and cannot be made on motion.

*Webster v. Masby*, L. Rep. 4 Ch. 372.

The Court will rarely interfere to review a taxation upon a matter of discretion only. Proof must be given that the discretion has been improperly exercised, or that the master has made a plain and obvious error.

## Illustrations.

Where the application to review has failed:—

1. Upon the taxation of a bill of costs relating to the re-investment of moneys in land, the master allowed a lump sum for surveyor's charges. This sum was the commission upon the purchase money, estimated according to a scale in use amongst surveyors.

*Attorney-General v. Draper's Compagny*, L. Rep. 9 Eq. 69.

2. Where the master exercised his discretion as to the expenses of witnesses, there being no plain and obvious error in his calculation.

*Clarke v. Tyne Improvement Commissioners*, L. Rep. 3 C. P. 230.

3. Where, in an action upon a policy of insurance, the master of taxation of the plaintiff's costs allowed ten shillings a day subsistence money to a witness for a period of eighteen months (from the issuing of the writ to the trial), the trial having been delayed by necessity.

*Potter v. Rankin*, L. Rep. 5 C. P. 518.

4. Where a judge's order allowed a "good jury" in an action against a railway company, and the master allowed for a special jury.

*Vickers v. London, Brighton, and South Coast Railway Company*, L. Rep. 5 C. P. 185.

5. Where additional fees were allowed to counsel upon additional papers being laid before them, although a judge in chambers thought that the latter contained no new matter.

*Wakefield v. Brown*, L. Rep. 9 C. P. 410.

6. Where the expenses of sending a barrister or commissioner to examine witnesses abroad was allowed.

*Yglesias v. Royal Exchange Assurance Corporation*, L. Rep. 5 C. P. 141.

Where the masters tax as *personae designatae*, and not as officers of the court, the court has no jurisdiction to review their taxation.

## Illustration.

By a private Act a body of commissioners was constituted for the purpose of settling claims against a company. It was ordered that they might give certificates for costs, and that in case of difference such costs should, on the application of either party, be taxed and settled by a master of a Superior Court of law at Westminster, and that on production of the certificate judgment for the amount might be entered up, and execution issued thereon.

*Re The Sheffield Waterworks Act 1834; Olliv's Claim*, L. Rep. 1 Ex. 54.

So where the costs of an inquiry were settled by one of the masters of the Court of Queen's Bench, according to the provisions of the Lands Clauses Consolidation Act 1845, s. 62, there being no proof of any improper exercise of discretion on the part of the master:

*Queen v. London and North-Western Railway Company*, L. Rep. 3 Q. B. 54.

## Note.

If the master had improperly allowed costs to one of the parties where he was not entitled to them, or disallowed them where the party was entitled to them, the court would perhaps interfere by certiorari or mandamus.

## ARTICLE 59.

### THE ALLOCATOR.

Upon the completion of the taxation, the master gives his certificate of the final result (called the allocator). This is the property of the person in whose favour it is made.

*Doc v. Robinson*, 2 D. P. C. 503.

## Note.

The master's decision will be reviewed only when he proceeded on wrong principles, and not merely as a question of amount:

*Re Caslin*, 18 Beav. 519.

If the allocator has been given, and the month has expired, proceedings may be taken upon the bill.

## Note.

Mr. Justice Lush says: "The client has the option of proceeding by attachment upon the order to tax, which requires the attorney to refund the surplus; but the order containing in general no undertaking by the client to pay, the attorney in order to proceed in this way, must make the order and the master's allocator a rule of court, and then obtain a rule upon the client to pay the amount, and serve a copy thereof personally, and demand the amount in the usual way; or he may issue execution upon it. . . . He cannot proceed upon the order to tax."

The attorney cannot compel either the party or his attorney, or the town agent of the latter, on whom application the order for taxation has been made, to take up the allocator, or to pay him the costs of taking it up. If he wants it, he must take it up and pay the fees himself in the first instance.

## ARTICLE 60.

### COSTS OF TAXATION.

If the reference is made on the application of the party chargeable with the bill, or on the part of the attorney, or his representative, and the former attend on the taxation, the costs shall follow the event. That is, if the bill when taxed is less by a sixth part than the bill delivered, the attorney, his executors, administrators, or assigns,

shall pay the costs, otherwise the party chargeable shall pay them.

6 & 7 Vict. c. 73, s. 37.

Where the taxation is granted only under special circumstances, for instance, after verdict or writ of inquiry, or after payment, or after twelve months have elapsed since the delivery of the bill, or where the master has certified specially any circumstances relating to the bill or taxation, the court or a judge make such order as it may think right respecting the payment of costs.

Ibid.

#### ARTICLE 61.

##### POWER OF REGISTRAR TO TAX.

The power of the registrar to tax costs is independent of the 6 & 7 Vict. c. 73, s. 37. Hence he may tax a bill of costs without any special order, although more than twelve months have elapsed since its delivery.

*Ex parte Blair*, L. Rep. 5 Ch. 482.

#### ARTICLE 62.

##### A SOLICITOR MAY TAKE SECURITY FOR COSTS.

An attorney or solicitor may take security for his client for his future fees, charges, and disbursements to be ascertained by taxation or otherwise.

33 & 34 Vict. c. 23, s. 16.

The mere fact that a solicitor has money of his clients in hand when he makes a payment, does not prevent the payment being a disbursement by the solicitor so as to enable him to charge the amount in his bill.

If a client who is indebted to his solicitor intends to make a certain debt by payment through his solicitor, and not to pay to his credit in his account with the solicitor, he should make such an intention clearly understood.

*Harrison v. Ward*, 4 D. P. C. 39.

*Woolson v. Hodgson*, 2 D. P. C. 38.

Whenever any decree or order shall have been made for payment of costs in any suit, and such suit shall afterwards become abated, it shall be lawful for any person interested under such decree or order to revive such suit, and thereupon to prosecute and enforce such decree or order, and so on from time to time as often as any such abatement shall happen.

33 & 34 Vict. c. 23, s. 19.

#### CHANCERY DIVISION.

Saturday, March 24.

(Before Vice-Chancellor HALL.)

LLOYD v. SMITH.

*Irregular proceedings in district registries.*

THIS was an ordinary creditors' administration action, which had been commenced by a writ issued out of the Liverpool District Registrar's office, and in which the estate was insolvent.

*Sutton* appeared for the plaintiff.

*Oswald* for the defendants.

HALL, V.C., said he had directed this case to be put into the paper again, because difficulties had arisen in drawing up the order. A decree had been referred to, dated the 6th May 1876, ordering the accounts to be taken before the district registrar. No such decree, however, could be found, and unless there was some decree by the judge, or some explanation given, the taking the accounts by the district registrar was wholly irregular. But not only had the accounts been taken, apparently without any direction, but a sale had been ordered and a receiver appointed, and money had been received by the so-called receiver, and paid probably into some bank, but his Lordship did not know what, and all this without the slightest authority to do anything of the kind; for it was, on the contrary, expressly provided in the Act and Rules that the district registrars should only have the powers of masters, and that they should not have any power to appoint receivers. His Lordship then ordered the matter to stand over to the first Saturday in the next sittings, and said that unless it could be shown that some decree had been made to have the accounts and inquiries taken by the district registrar, he should send the action into his chambers, and have the accounts and inquiries commenced *de novo*. His Lordship would adopt those that had been taken as far as he could, but would not do that on a future occasion, as this was not the first time he had been asked to take this course, and it would never do to allow such a practice to grow up. But, even if there had been an order as to the accounts, his Lordship desired to express a strong opinion that all the other proceedings had been most irregular and improper.

#### LORD CHIEF JUSTICE COCKBURN AND THE WESTERN CIRCUIT.

COCKBURN, C.J., was on Monday presented with addresses by the Mayor and Corporation of Bristol, and by the Incorporated Law Society of that city.

His Lordship was formerly a member of the Western Circuit Bar and Recorder of Bristol, and revisiting that city after a lapse of upwards of twenty years, the occasion was deemed a fitting

one to offer his Lordship certain congratulations. At the conclusion of the business of the assize for the day, the Mayor and Corporation went in a body to the Nisi Prius Court, in which his Lordship was sitting, and the Mayor read an address congratulating his Lordship upon his first official visit to Bristol as Lord Chief Justice of England, and rejoicing in the health and vigour of intellect with which Providence had blessed him.

COCKBURN, C.J. in responding, said the Corporation of that ancient city had been pleased to refer to his judicial career in terms of commendation, which were to him of a most gratifying character. It only showed—and let all those who came after him know it—that, whatever might be the shortcomings of the individual in the performance of judicial duties, an honest, faithful, and fearless discharge of those duties would ever meet with a generous and intelligent appreciation at the hands of an enlightened and intelligent public.

Mr. Vaassall, President of the Bristol Incorporated Law Society, then presented an address, expressing great admiration not only for the eminent manner in which his Lordship had discharged the duties of Lord Chief Justice of England, but also for the high and manly tone by which his Lordship's forensic and judicial career had been rendered illustrious. (Applause.) It also referred with grateful satisfaction to his Lordship's noble and patriotic conduct on the occasion of the settlement of the *Alabama* claims, when he so ably upheld the dignity and honour of the Queen and country. (Applause.)

COCKBURN, C.J., in responding, said it had ever been his most anxious effort, both as a member of the Bar and the Bench, to uphold the honour, the dignity, and integrity of the Profession. He always thought as a member of the Bar that he might do his duty to the client without unduly sacrificing and compromising the principles of truth and justice, and that was the principle on which advocacy ought to be conducted. (Applause.)

Mr. Cole, Q.C., M.P., the leader of the Western Circuit Bar, also addressed his Lordship in congratulatory terms, expressing the pleasure which the Bar experienced at his revisiting his old circuit, the scene of his former triumphs. And not only so, but they rejoiced to see him in the full and ripe possession of all those varied talents which they all so appreciated. (Applause.) He trusted his Lordship would be long spared to occupy a seat on the Bench of which he had been for so long so distinguished an ornament. His name would ever be revered on that circuit, both as an advocate and as a judge, and let him say, as a man. (Loud applause.)

COCKBURN, C.J., who was much moved, said he could not trust himself to answer the very touching language just addressed to him. He came back to his old circuit thinking the time was come when, if he meant to visit it again, he ought to do so. He would not willingly have left the Bench without coming down to the old Western Circuit once more. He felt that he had something of the sound of the trumpet still left in him, and that he was able to do his duty as well as ever he could do it in his life. (Applause.) But, be that as it might, whether he was destined to last very much longer or not, the addresses which had been made to him that day made him feel that he had not lived in vain. (Applause.)

The court was densely crowded, and his Lordship was warmly cheered.

#### UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless some other claimants sooner appear.]

BLACK (Alexander), of Russell-square, Esq.; SAIR (John), of Lombard-street, banker; and SALT (Geo.), of the same place, banker, £24 6s. 6d. Three per Cent. Annuities. Claimant, said Alexander Black, the survivor.

MOSTERN (John Chaworth), of Annesley Park, Notts, Esq.; BRISTOWE (Henry Fox), of Lincoln's-inn, Esq.; MILWARD (Richard), of Thurington Priory, Nottingham, Esq.; and HOLK (Jas.), of South Muskham, Notts, Esq., £20 16s. 7d. Three per Cent. Annuities. Claimants, said J. C. Mostern, H. Fox, R. Milward, and Jas. Hale.

NORMAN (Rev. Chas. Frederick), of Porthead, Somerset clerk; GREEN (Robert Salmon), of Beaumont, Essex, gentleman; and BARKS (Wm.), Mitley, Essex, merchant, £23 9s. 6d. Reduced Three per Cent. Annuities. Claimants, said Rev. C. F. Norman and Wm. Brooks, the survivors.

PHILIPS (Rev. Wm. Whitmarsh), of Reading, Berks, clerk, £10 10s. per Cent. Annuities. Claimant, Rev. John Philips, clerk; THOS. Wheeler, and Edmund Boyle Church, executors of the Rev. Wm. W. Philips, deceased.

PIKE Susanna, of Gove-place, Hamn-rs-smith, widow. Seventeen payments on the sum of £17 Long Annuities. Claimant, Jane Whittingham, spinster, administratrix with the will annexed *de bonis non* to Susanna Pike, widow, deceased.

SITWELL (Dame Louisa Lucy), of Remshaw Hall, Chesterfield, widow, and SITWELL (Florence Alice), of Remshaw Hall, spinster, £107 10s. 9d. Three per Cent. Annuities. Claimants, said Dame L. L. Sitwell and Florence A. Sitwell, spinster.

SITWELL (Dame Louisa Lucy), of Remshaw Hall, widow, and SITWELL (Florence Alice), of Remshaw Hall, spinster, £107 10s. 9d. Three per Cent. Annuities. Claimants, said Dame L. L. Sitwell and Sir Geo. R. Sitwell, Bart.

WIND (Jno.), of Lymington, Hants, farmer, and CHILDERTON (John), of Lymington, Hants, farmer, all of Lymington, Hants, £107 10s. 9d. Three per Cent. Annuities. Claimants, said J. Wind, A. Peachey, and J. Childerton.

#### APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BRUNY FERRAS SLATE QUARRY COMPANY (LIMITED).—Petition for winding-up to be heard April 16 before V.C. B. CANADIAN LAND RECLAIMING AND COLONISING COMPANY (LIMITED).—Petition for winding-up to be heard April 18 before V.C. H.

CIVIL SERVICE MUTUAL CO-OPERATIVE SOCIETY (LIMITED).—Creditors to send in by May 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to S. Hartow, 21, Grosvenor-street, London, the official liquidator of the said company. May 29, at the chambers of the V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

HEATHERSIDE NUBIUMS COMPANY (LIMITED).—Petition for winding-up to be heard April 18 before V.C. M. LANGHAM SKATING RINK COMPANY (LIMITED).—Petition for winding-up to be heard April 18 before V.C. H.

MORTON SILVER, LEAD, AND BLENDED COMPANY (LIMITED).—Creditors to send in by April 25 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Haydon, 121, Bishopsgate-street Within, London, the official liquidator of the said company. May 2, at the chambers of the M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

NORTH OF IRELAND SCULPTURE COMPANY (LIMITED).—Petition for winding-up to be heard April 18 before V.C. H. PAYNES' PATENT PLATE BRICK COMPANY (LIMITED).—Creditors to send in by April 14 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to W. Cash, 25, Nicholas-lane, London, the official liquidator of the said company. April 24, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

PLANT BRICK (LIMITED).—Petition for winding-up to be heard April 18 before V.C. M.

#### CREDITORS UNDER ESTATES IN CHANCERY.

##### LAST DAY OF PROOF.

ARNOLD (Wm. S.), Union-street, Ryde, Isle of Wight, watch and clock manufacturer and jeweller. May 1; T. and G. Mallan, solicitors, Oxford. May 11; V.C. H., at twelve o'clock.

AIRD (Jno.), 17, Great Cumberland-place, Middlesex, The Rylands, Norwood, and Belvedere-road, Lambeth, Surrey, engineer and contractor. April 30; F. L. Hutchins, solicitor, 11, Birch-lane, London. May 10; V.C. M., at twelve o'clock.

BLAKES (Joshua), Lower Moor, Bradford, cinder burner. April 29; Jno. T. Ray, solicitor, Bradford. May 3; M.R., at twelve o'clock.

BRIDGEHEAD (Robt.), Plymouth, Devon, gentleman. April 29; Thos. Beasley, solicitor, St. Helen's, Lancashire. April 28; M.R., at twelve o'clock.

CANNON (Chas.), Kidderpore Hall, Hampstead, Middlesex, and 71, Davies-street, Berkeley-square, Middlesex, dyer. April 19; Burgoynes, Milnes, and Co., solicitors, 160, Oxford-street, London. April 25; V.C. H., at twelve o'clock.

GRAY (Jas.), Barnstaple, Devon, brewer and publican. April 30; Richd. J. Benckraft, solicitor, Barnstaple. May 8; V.C. M., at twelve o'clock.

DAY (Wm. Chas.), Victoria Park, Middlesex, beerhouse keeper. April 30; H. M. Ody, solicitor, 41, Southampton-buildings, Chancery-lane, Middlesex. May 7; V.C. M., at twelve o'clock.

EDWARDS (Wm.), Scalegham, Penbroke, Esq. May 1; Markby and Co., solicitors, 9, New-square, Lincoln's-inn, Middlesex. May 10; V.C. H., at twelve o'clock.

GEORGE (Wm. Parry), Trelagdon, Longtown, Gladock, Hereford, farmer. April 29; Gabb and Walford, solicitors, Abergavenny, Monmouth. April 30; M.R., at twelve o'clock.

GWILLIAM (Wm. W.), Chertsey, Surrey, solicitor. April 29; Jno. A. Redhead, solicitor, Chertsey, Surrey. May 5; M.R., at twelve o'clock.

GILBERT (Wm.), the younger, Tipton, Stafford, manufacturer. April 18; Edward Caddick, solicitor, West Bromwich, Stafford. April 30; V.C. H., at twelve o'clock.

HAYES (Thos.), the younger, Liverpool. April 24; Wm. F. Dore, solicitor, Liverpool. May 8; M.R., at eleven o'clock.

HAYWOOD, formerly Eaton (Chas.), The Lea, near Newport, Salop, and of Brownhills, Burslem, Esq. April 19; Bennett and Co., solicitors, 2, New-square, Lincoln's-inn, London. May 2; V.C. H., at twelve o'clock.

HIRST (Geo.), Cumberworth, Silkestone, York, farmer and shopkeeper. April 29; Brook, Freeman, and Bailey, solicitors, Huddersfield. May 1; M.R., at twelve o'clock.

LOCKHART (Wm. Edward J.), Lanark Villa, Brixton-road, Surrey. April 19; Wm. Millman, solicitor, 9, Southampton-buildings, Chancery-lane, London. April 28; V.C. H., at twelve o'clock.

MARTAGLIO (Vittorio), Newcastle-upon-Tyne, toy merchant. April 30; Wm. Jno. Johnston, solicitor, Newcastle-upon-Tyne. May 10; V.C. M., at twelve o'clock.

PARAD (Jeanine, otherwise Jeanne U.), 102, Park-road, Haverstock-hill, Middlesex, widow. April 18; J. A. Alopi, solicitor, 24, Great Marlborough-street, Regent-street, Middlesex. April 27; M.R., at eleven o'clock.

POOLE (Robert), Winchester, accountant. April 29; Chas. Warner, solicitor, Winchester. April 30; V.C. M., at twelve o'clock.

READ (Thos. Wm.), Norwich, brewer and maltster. April 17; Thos. H. Backham, solicitor, Norwich. May 1; M.R., at eleven o'clock.

ROBERSON (Chas.), 29, Long-acre, Middlesex, artists' colourman. April 29; E. Bardett, solicitor, 4, Bloomsbury-square, Middlesex. April 29; V.C. M., at twelve o'clock.

RIPPINGTON (Richd.), Marston, Oxford, farmer. April 19; Alexander S. Hurford, solicitor, Oxford. April 28; V.C. B., at twelve o'clock.

ROWLANDS (Jno. D.), Pilgrim Tavern, Queen's-row, Walworth, Surrey, licensed victualler. April 30; Martineau and Reid, solicitors, 14, Raymond-buildings, Gray's-inn, Middlesex. May 10; V.C. H., at twelve o'clock.

SPAIN (St. John), of the Royal Bank, Camberwell, and Warwick Lodge, St. John's-road, Brixton, Surrey, maltster. April 29; Wm. King, solicitor, 11, Queen Victoria-street, London. May 4; M.R., at eleven o'clock.

SMITH (John H.), Sunderland, master mariner. May 1; W. A. Oliver, solicitor, 1, Quality-court, Chancery-lane, Middlesex. May 15; V.C. H., at twelve o'clock.

SWAN (George), Botley, York, gentleman. April 29; Wm. Schofield, solicitor, Dewsbury. May 4; M.R., at eleven o'clock.

TURNBULL (Jas.), Little Haywood, Colwich, Stafford, civil engineer. May 1; R. Carter, solicitor, 24, Bedford-row, London. May 11; V.C. M., at twelve o'clock.

WALDEN (Chas.), 61, Trafalgar-road, Old Kent-road, Surrey, gentleman. April 30; H. F. and E. Chester, solicitors, 25, Newington Butts, Surrey. May 11; V.C. H., at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent

ARMON (Jos.), Castleford, York, gentleman. 17

Bradley and Bradley, solicitors, Castleford.

ASHTON (Charlotte), Castleford, York, widow. May 23; Bradley and Bradley, solicitors, Castleford.

ALLEN (Jno.), Alcester, Lane's End, King's Heath, King-norton, Worcester, gentleman. May 1; J. Jeff, solicitor, 6, Newhall-street, Birmingham.

ALFANO (Wm. Smith), Maidstone and Loose, Kent, saddler. May 10; J. B. Stephens, solicitor, 42, Week-street, Maidstone.

BESWICK (Henry), formerly 236, Eccles New-road, Salford, but late of 57, Percy-street, Southport, Lancashire, joiner and builder. May 8; J. H. Bowden, solicitor, 20, King-street, Manchester.

BROADBENT (Jas.), Acres House, Lindley, Huddersfield, cloth merchant. May 31; Allan H. Owen, solicitor, Station-street, Huddersfield.

BRECH (Thos.), Longton, Stafford and Oak-hill, near Tean, Stafford, china manufacturer. April 30; Clarke and Hawker, solicitors, Longton, Stoke-on-Trent.

BRANSTON (Jas.), Affpudde, Dorset, farmer. May 22; Mansfield and Hutchings, solicitors, Wareham.

BELL (Jane), 19, Albion-road, North Shields. April 16; Jno. W. Fenwick, solicitor, North Shields.

BRATTON (Jno.), Rockmount, Old Swan, near Liverpool. May 12; Hennell and Co., solicitors, Town Hall-square, Bolton.

BANISTER (Lucy), 21, Acro-lane, Brixton, Surrey, widow. May 1; Minton and Morris, solicitors, 3, Lambeth-hill, Queen Victoria-street, London.

BISSEAD (Cheeseman H.), Wakefield, York, Vice-Admiral in the Royal Navy. May 7; Chambers and Chambers, Brighouse.

BUTTER (Dr. Jno.), 7, Windsor-villas, Plymouth, Devon; May 1; Fridham, Woolcombe, and Co., solicitors, Athenum-lane, Plymouth.

BOULTREE (Admiral Fredk. Moore), Emery Down, Lyndhurst, Hants. May 10; Twist and Sons, solicitors, 16, Hertford-street, Coventry.

CHENEY (Berah), 48, Bryanston-street, Portman-square, Middlesex, widow. May 22; Wing and Du Cane, solicitors, 1, Gray's-inn-square, London.

CROOK (Crawley), Toward House, Rochdale, Lancashire, widow. May 21; Field and Weightman, solicitors, 2, Fenwick-street, Liverpool.

CORBIT (Richard), Adderley, Salop, and Bayshill Lawn, Cheltenham, Esq. May 1; Benbow and Saltwell, solicitors, 1 Stone-buildings, Lincoln's-inn, Middlesex.

COX (Stephen), 11, Stamford-street, and Bennett's Mews, Blackfriars-road; and of Borough-road, and of Stockwell, Surrey, dealer in horses. June 1; Thomas and Moore, solicitors, 7, South-square, Gray's-inn, Middlesex.

COWLEY (Fredk. Wm.), formerly of Aylesbury, but late of Hastings, stone-mason. May 9; F. G. Phillips, solicitor, 60, Cambridge-road, Hastings.

CAMPBELL (Harriet M.), Sea View, Bournemouth, widow. April 28; Farrer, Overy and Co., solicitors, 65, Lincoln's-inn-fields, London.

CROCKER (Wm.), Plymouth, Devon, builder. June 1; Whitford and Bennet, solicitors, Courtenay-street, Plymouth.

CUTLER (Harriet), Southampton. June 9; Coxwell and Co., solicitors, 7, Gloucester-square, Southampton.

CLARK (Thos.), Barton-on-the-Heath, Warwick, farmer. May 1; Kirby, Son, and Mace, solicitors, Clipping Norton, Oxford.

CLITTON (Jno.), Houghton Hill, Huntingdon, farmer. June 10; Greene and Mellor, solicitors, Huntingdon.

CORNELIUS (Michael Jno.), 1, Harris-place, Oxford-street, Middlesex, furniture broker. April 30; Darley and Cumberland, solicitors, 30, John-street, Bedford-row, London.

CORRETT (John M.), M.P., Skyes, Edenbridge, Kent, and 200, Brompton-crescent, Middlesex, Esq. April 17; Eaine and Co., solicitors, 16, Farnival-inn, London.

CUTLER (Harriet), Southampton. June 9; Coxwell and Co., solicitors, 7, Gloucester-square, Southampton.

DUNNAGE (Frank A.), Holly Cottage, Marple, Chester, and of Brown-street, Manchester, merchant and insurance agent. May 1; Charlwood and Co., solicitors, 3, Clarence-street, Manchester.

DUNN (Richard H. W.), Tholmeford, Dorset. April 10; W. and T. Flocks, solicitors, Bournemouth.

DIXON (Deborah E.), Caine, Wilt., saddler and harness-maker. April 6; Jacob Phillips and Son, solicitors, Chippingham.

DEAR (Henry Chas.), The Cottage, North Stoneham Park, Southampton, corn merchant. April 23; Wm. Perkins and Candy, solicitors, 6, Albion-terrace, Southampton.

DE LA MAR (Rev. Abraham), Woolwich, Kent. April 30; Farnfield and Sturges, solicitors, 19 and 21, Queen Victoria-street, London.

DUNBRIDGE (Wm.), Whitley, St. Giles, Reading, Berks, contractor. May 17; Egginton and Preston, 150, Friar-street, Reading.

DE GEORGE (Count Geo. E.), formerly of Hermendorf, near Rubland, Lu-acc, Germany, and late of Geneva. May 30; Fowler and Sumner, solicitors, 14, Goddard-street, Doctors-common, London.

EXTON (Thos.), 33, South John-street, and 13, Clayton-street, Liverpool, book-seller. April 28; R. Smith, Williams, and Quiggin, solicitors, 4, Brunswick-street, Liverpool.

FLETCHER (Jno.), 25, Whitestone-lane, solicitor, 7, Market-street, Birkenhead.

FISHER (Jno.), 37, Midland-park, Islington, Middlesex, gentleman. May; Bicknell and Hottin, solicitors, 101, Edgware-road, Hyde-park, Middlesex.

FARWELL (Robt. D.), West Hartlepool, contractor. April 16; J. T. Belk and Farrington, solicitors, Post Office-chambers, Middleborough.

FARTHING (Michael), Hartlepool, gentleman. April 14; E. W. Bell, solicitor, 64, Church-street, West Hartlepool.

FLINT (John P.), Broomhill, Sheffield, plumber and glazier. May 16; Mrs. Flint, 229, Broomhill.

FISHER (Jas.), Scotch House, Radford, and of Radford Works, Nottingham, lace manufacturer. June 1; R. Enfield, solicitor, 18, Low Pavement, Nottingham.

GWYNNE (Geo.), 104, Marylebone-road, Middlesex, but sometimes residing in or near Glasgow, gentleman. May 4; Prior and Co., solicitors, 61, Lincoln's-inn-fields, London.

GADD (Charles), Petworth, Sussex, butcher. May 1; A. and C. J. Daintrey, solicitors, Petworth.

GREEN (Daniel), late of Castleford, York, formerly inn-keeper, but lately out of business. May 23; Bradley and Bradley, solicitors, Castleford.

GRIFFITHS (Jno.), Easington, Bushbury, Stafford, blacksmith. May 1; Jno. P. Gardner, solicitor, Cannock.

HEARD (Amy), Mayland, Essex, widow. May 18; Crick and Freeman, solicitors, Maldon, Essex.

HANSHIP (Jas.), Benington, East Fen Allotment, Lincoln, farmer and shopkeeper. April 25; Geo. Wise, solicitor, Boston.

HAYTON (Richard), Kidderminster, gentleman. April 30; Young and Thompson, solicitors, 6, Great James-street, London, W.C.

HATHER (Rachel), Chichester, widow. May 11; Matthias Jas. Sowton, solicitor, Chichester.

HILL (Arthur Chas.), Court of Hill, Burford, Salop, and of Wallworth House, Cheltenham, Esq. May 25; Norris and Miles, Leamington, Tenbury.

HANLEY (Jno.), formerly of Grand Junction Wharf, Whitefriars, London, coal, and timber merchant, and wharfinger, but late of 22, Bouvier-street, London, flour and corn merchant, and of Wentworth Lodge, Finchley, Middlesex, Esq. May 14; Walters and Gush, solicitors, 3, Finsbury-circus, London.

HOLMES (Caroline), Portland-street, Aston, Warwick, widow. June 1; J. Jeff, solicitor, 6, Newhall-street, Birmingham.

HARDY (Jno.), Workshop, Nottingham, grocer. April 2; Francis Hooper, malster, Workshop.

HOWARD (Jno.), 9, Angelsea-street, Waterloo Town, Bethnal-green, Middlesex, paper hanger. April 20; R. Voss, solicitor, Vestry Hall, Church-row, Bethnal-green, Middlesex.

HATCH (Elizabeth), 20, Regent-square, St. Pancras, Middlesex, spinster. April 20; W. Ranyard, solicitor, 34, Great Corn-street, Brunswick-square, Middlesex.

HARVEST (Henry), Crown and Anchor Hotel, Zion-place, Margate, Kent, licensed victualler. April 16; Robinson and Rushton, solicitors, 22, Fleet-street, London.

HOREY (John), North Shields, Northumberland, surgeon. April 16; John W. Fenwick, solicitor, North Shields.

HARRISON (Wm.), St. Owen's Gate, Hereford, builder. May 1; J. Jay, solicitor, 120, St. Owen's-street, Hereford.

HORSFALL (Hannah), 184, Conway-street, Birkenhead, Chester, widow. May 15; T. M. Downham, solicitor, 7, Market-street, Birkenhead.

HUGHES (Robt. E.), Graeanry House, Whetstone-lane, Transmere, Chester. May 1; R. Knowles, solicitor, 13, Union-court, Castle-street, Liverpool.

HARRIS (Frances), Sedgley, Stafford, spinster. June 16; J. Riley, Queen-street, Wolverhampton.

HINBERT (Mary), Cemetery-road, Sheffield, widow. May 1; Binney and Son, solicitors, Queen-street-chambers, Sheffield.

HULME (Jno.), Eccleston, near Preest, grocer and provision dealer. April 20; W. Swift, solicitor, 71, Lord-street, Liverpool.

HUGHES (Jno.), Cheshire, Moseley, Chester, gentleman. June 1; Walter H. Vaughan, solicitor, Cheshire, near Manchester.

HUMPHREYS (Henry), Tacca and Lima, Peru, and of Kenilworth House, Lillington, near Leamington, Warwick, merchant. June 21; Field and Son, solicitors, Leamington Priory.

HADSON (Harriet), 1, Richmond-gardens, Brighton, Sussex, widow. May 21; King and Son, solicitors, 31, Richmond-place, Brighton.

HINKINS (Jno.), 47, Vine-street, Liverpool, contractor. May 1; T. J. Smith, solicitor, 4, Newington, Liverpool.

HANMAN (Ann), formerly of 4, Pavilion-parade, and late of Lamworth Cottage, St. James's-street, Brighton. April 16; Freeman and Freeman Gull, solicitor, 5, Ship-street, Brighton.

IRVING (Jno.), 124, Botolph-claydon, Carlisle, butcher. May 1; J. Nanson, solicitor, 25, Castle-street, Carlisle.

JOYCE (Joshua), formerly of 129, Whitechapel High-street, Middlesex, late of the Elms, Laurie Park, Sydenham, Kent, Esq. May 11; J. Edell, solicitor, 34, King-street, Chesham, London.

JAMES (Daniel), Beaconsfield, Wootton, near Liverpool, merchant. June 1; Bateson and Co., solicitors, 25, Castle-street, Liverpool.

JENNINGS (Jno.), Booth Bank, North-warm, Halifax, York, wheelwright. April 2; J. E. Hill, solicitor, 4, Harbour-road, Halifax.

JONES (Fredk. Robt.), Birkenhead, near Huddersfield, land agent. May 1; Chambers and Chambers, Brighouse.

KIRBY (Stephen), 3, City-terrace, City-road, Streteford, near Manchester, horse dealer. April 11; Hall and Son, solicitors, 4, Fountain-street, Manchester.

LOAN (Charles), Whitworth, Rochdale, gentleman. April 2; Hartley and Co., solicitors, Town Hall Chambers, South-parade, Rochdale.

LOAN (Abel), Whitworth, Rochdale, gentleman. April 2; Hartley and Co., solicitors, Town Hall Chambers, South-parade, Rochdale.

LOAN (Henry), Waterbarn, near Stacksteads, Lancaster, grocer. May 2; Wright and Son, solicitors, Bacup.

LOWMAN (Joseph), formerly of Manchester, Bath, formerly a surgeon in the East India Company's service. May 1; Mauld and Co., solicitors, 7, Northumberland-buildings, Bath.

LEDER (Robt.), Heathfield Lodge, Blackheath, Kent, Esq. May 16; Mero and Fell, solicitors, 19, Surrey-street, Strand, Middlesex.

LEWIS (Jno.), 24, Margaret-street, Cavendish-square, Middlesex, gentleman. April 10; Reed and Lovell, solicitors, 1, Guildhall-chambers, London, E.C.

LEES (Jno. W.), Queen's Hotel, Burton-on-Trent, hotel keeper. May 1; Bass and Jennings, solicitors, 7, Bridge-street, Burton-on-Trent.

LA COSTE (Thos. B.), Chertsey, Surrey, banker. June 1; Faine and Brettell, solicitors, Chertsey.

LEWIS (Joseph), Gipsy-hill, Norwood, Surrey, and of Russell-street, Bermondsey, Surrey, hat and gine merchant. April 30; Saffery and Huntley, solicitors, 191, Tooley-street, London Bridge, Middlesex.

LOUGH (Anna), late of the Elms, Lower Clapton, Middlesex, and Love-lane, Shadwell, Middlesex, carried on business as a ropemaker under the name or style of Reed, Lough, and Co., widow. June 1; W. H. Swepstone, solicitor, Guardians' Offices, York-street West, Commercial-road East, Middlesex.

MILNER (Lady Anne G.), Nunappleton, York, widow. May 4; Evans and Co., solicitors, 2, Gray's Inn-square, London.

MATTHEW (Geo.), New House, Whiteparish, Wilt., Esq. May 15; Cobb and Smith, solicitors, Salisbury.

MOWBRAY (Thos.), 111, St. Stephen's-street, Salford, plumber. April 21; E. Almond, solicitor, 10, Kennedy-street, Manchester.

MILLER (Geo.), Saltwell Vale, Gateshead, Durham, hat manufacturer. April 9; J. Radford, solicitor, 7, Collingwood-street, Newcastle-upon-Tyne.

MURIEL (Wm.), late of Ely, Cambridge, and formerly of Wickham Market, Suffolk, a Commander in H. M.'s R.N. May 21; Geo. Moor, solicitor, Woodbridge, Suffolk.

MARSH (John), formerly of Manchester, late of Mus-selburgh, near Edinburgh, merchant. June 1; Holden and Holden, solicitors, 15, Maudslayi-street, Bolton.

NEED (Chas.), Great Malvern, confectioner. May 3; Wm. Wilkes Cawley, solicitor, Great Malvern.

NORMAN (Basil Jno. A.), St. Onofrio, Monte Mario, Rome, Italy. May 7; Clarke and Co., solicitors, 14, Lincoln's-inn-fields, London.

ORD (Robert), Oaks, Bishopwearmouth, shipowner. April 30; Kidson and Co., solicitors, 65, John-street, Sunderland.

POWELL (Lady Emily C.), Hampton Court Palace, Middlesex, widow. April 20; Leman and Co., solicitors, 51, Lincoln's-inn-fields, London.

PURVIS (Thos.), Appleton, Berwick-upon-Tweed, licensed victualler and provision dealer. April 30; R. B. Weatherhead, solicitor, Palace-green, Berwick-upon-Tweed.

PARRINGTON (John), Quarry Hill House, Brancepeth, Durham, land agent. April 30; Kidson and Co., solicitors, 65, John-street, Sunderland.

ROSE (Jno.), Osleworth Park, Osleworth, Gloucester, Esq. May 2; Osborne and Co., solicitors, 41, Broad-street, Bristol.

ROBERTS (Richard Henry), Kirkstall Old Hall, Kirkstall, Leeds, and 24, Bond-street, Leeds, woollen manufacturer. May 7; J. Rider, solicitor, 15, Park-row, Leeds.

RICHARDS (Mark), formerly of "Fine Apple," Portman Market, Marylebone, Middlesex, and late of "Vernon Arms," Pentonville-road, Middlesex, licensed victualler. May 9; H. J. and T. Child, solicitors, Paul's Bakelouse Court, Doctors Commons, London.

READ (Wm.), Blackburn, a Superintendent of the Lancashire Constabulary. April 11; T. Ainsworth, solicitor, 32, Clayton-street, Blackburn.

REYNOLDS (Wm.), Lupton, Hereford, wheelwright. April 12; W. Urwick Tomlinson, solicitor, Hereford.

RAIBING (Edw.), Collicombe Barton, Leamington, Devon, yeoman. May 10; Rooker, Matthews and Harrison, solicitors, Frankfort Chambers, Plymouth.

STEPHENSON (Thos.), Mumby-cum-Chapel, Lizard, farmer. April 25; Isaac Payne, farmer, Hogstherp, Lincoln.

SWAN (Jos. P.), Baldwinstown, Wexford, Ireland, and 14, Piccadilly, Middlesex, Esq. May 17; Campbell and Co., solicitors, 17, Warwick-street, Regent-street, Middlesex.

SPILLER (Caroline A. E. D.), formerly of Folkestone, Kent, afterwards of 21, Waterloo-place, Brighton; then of 2, East Cliff, Dover, but late of 9, Prince's-square, Bath, water, widow. May 1; Brockman and Harrison, solicitors, 4, Cheriton-place, Folkestone.

SIMONS (Samuel), Gamlingay, Cambridge, bricklayer. May 1; Wm. Thos. Chapman, solicitor, Biggleswade.

SIMPSON (Rev. Thos.), Holmeacre, Bowdon, Chester. April 25; Sale and Co., solicitors, 22, Booth-street, Manchester.

SAUMAREZ (Hon. Jno. St. Vincent), 41, Princes-gate, Middlesex. April 20; Conliffe and Beaumont, solicitors, 6, Chancery-lane, London.

SMITH (Edwin), Stone, Stafford, miller. May 24; Hall, Blakiston, and Everett, solicitors, Stafford.

SMITH (Mary), Eye, Sussex, widow. April 25; Wm. A. Water, chemist, Eye.

SHEPHERD (Alfred), formerly of Quatford House, Brighthelm, Salop, a Major in the Retired List, Bombay Army. May 3; J. Girdlestone, solicitor, 3, Albany-court-yard, Piccadilly, London.

STRONG (Wm.), Ellington, St. Lawrence, Isle of Thame, Kent, gentleman. April 30; Edwards and Son, solicitors, Ramsgate.

SALTER (Martha), Ottery St. Mary, Devon, widow. April 11; Davy and Son, solicitors, Ottery St. Mary.

SUGDEN (Thos.), Sleaford House, Brigham, Halifax, York, Esq. May 1; Chambers and Chambers, Brighouse.

SUTTON (Mary Ann), 28, Albion-street, Rotherhithe, Surrey, widow. April 10; W. T. Tull, 115, Keeton-road, Remondsey, Surrey.

TOMLINSON (Robert S.), Woodlands, near Burton-on-Trent. May 1; Bass and Jennings, solicitors, 7, Bridge-street, Burton-on-Trent.

TANNER (Mary S. S.), Hullavington, Wilt., grocer. May 20; Keary, Stokes, and Guldiney, solicitors, Chippenham, Wilt.

TUCKER (Geo. F. Y.), 16, Brougham-terrace, Southsea, gentleman. March 30; E. Moss and Co., solicitors, 72, Chester House, Old Broad-street, London.

TOWNSEND (Harry), Wenington, Lancaster, innkeeper. May 3; Maxted and Gibson, solicitors, Castle Park, Lancaster.

THOMSON (Peter), 17, Grafton-street, Chorlton-on-Medlock, Manchester, gentleman. June 24; Thomas and Wharfe, 18, Brazen-nose-street, Manchester.

TATMAN (Eliza), 17, Montpelier-crescent, Brighton, widow. April 25; Beaumont and Son, solicitors, 23, Lincoln's-inn-fields, London.

TAYLOR (Henry), Ware, Hereford, common brewer, maltster, and malt factor. May 21; Jno. D. Taylor, solicitor, Bishop Stortford, Herts.

THOMPSON (Thos.), Stanhope, Durham, quarry agent. April 23; J. A. Hutchinson, solicitor, 23, High-street, Stockton-on-Tees.

THOMSON (Barnabas), 13, Portmouth-street, Lincoln's-inn-fields, Middlesex, picture dealer. April 29; E. B. Van Tromp, solicitor, 16, Essex-street, Strand, Middlesex.

TURNER (Sarah), Blackburn-street, Oldham, widow. May 1; Jno. Holgate, solicitor, Acker-street, Rochdale.

WEBB (Thos.), Plough Inn, Mile End-road, Middlesex, victualler. April 22; Layton and Co., solicitors, 2, Hedge-row, London, E.C.

WHITMORE (Harry), 29, King-street, Marchmont, jeweller, and of York Bank Lower, Broughton-road, Bedford, Lancashire. April 17; F. J. Markow, solicitor, 24, Cross-street, Manchester.

WARD (Wm. Jno.), Winchester House, Old Broad-street, London, and 278, Camden-road, St. Pancras, Middlesex, wine merchant. May 23; Barnes and Bernard, solicitors, 11, Finsbury-circus, London.

WATSON (Robt.), formerly of Cambridge, late of Chertsey, manure manufacturer and farmer. May 13; Bass and Son, solicitors, 62, St. Andrew's-street, Cambridge.

WOOD (Elizabeth), 15, St. George's-parade, Bayshill, Cheltenham, spinster. April 15; A. H. Foster, solicitor, 3, Bennett's-hill, Birmingham.

WATSON (Wm.), the elder, Dutton-hill, Great Easton, Essex, carrier and afterwards farmer. April 16; Wade and Knecker, solicitors, Great Dismow, Essex.

WALKER (Ann), Verulam-street, St. Alban's, Herts, saddler and harness maker. April 21; Chas. Baker, solicitor, Great Berkhamstead, Herts.

WEBSTER (Ann), Selby, widow. May 1; Weddall and Parker, solicitors, Selby.

WIGHAM (Thos.), Blyth-terrace, Gateshead, innkeeper. May 1; Keenlyside and Furter, solicitors, St. John's Church-ops, Grange-street West, Newcastle-upon-Tyne.

WOOD (Geo.), 228, King's-road, Chelsea, Middlesex, Esq. May 13; Wilde and Co., solicitors, 21, College Hill, London.

WATTS (Elizabeth P.), Cheshire, spinster. June 1; Walter H. Vaughan, solicitor, Cheshire, near Manchester.

WYATT (Thos.), formerly of Oxford, late of 2, Maddox-street, Regent-street, Middlesex, architect. April 2; Morrell and Son, solicitors, St. Giles, Oxford.

WARNER (Jas.), Great Buckman's Farm, Lower Homel, Leigh, Worcester, farmer. May 3; W. Wilkes Cawley, solicitor, Great Malvern.

WREN (Mary Ann), late of Leamington Priory, and formerly of Tunbridge Wells. May 21; Walter Hill, solicitor, Leamington Priory, Warwick.

WYNN (Thos.), Oxford, gentleman. April 25; Morrell and Son, solicitors, St. Giles, Oxford.

YOUNG (Elizabeth), Trevor House, Leamington Priory, Warwick, widow. May 15; Field and Son, solicitors, Leamington.

YARWOOD (Thos. Williams), formerly of St. Augustine's, Norwich, late of New Wootley, Leeds, crape manufacturer. June 1; E. A. Tillett, solicitor, 18, Castle Meads, Norwich.

ZARFAN (Jacob), 128, Drury-lane, Middlesex, baker. April 21; Gowing and Mandale, solicitors, 34, King-street, Chesham, London.

## REPORTS OF SALES.

Tuesdays, March 22.

By Messrs. WYATT and SON, at Bognor.

Shripney, near Bognor.—A copyhold estate, containing 2a. 1r. 2p.—sold in lots for £1293.

Bognor, High-street.—Commerce House, freehold—sold for £100.

Nos. 1 and 2, Alma-place, freehold—sold for £205.

Waterloo-square.—The freehold house called 11c Liberty—sold for £40.

Goodwood House, freehold—sold for £250.

No. 2, West-street, freehold—sold for £210.

Howard House, freehold—sold for £220.

A cottage and plot of land—sold for £170.

Mondays, March 26.

By Messrs. PEASE, at the Mart.

Kingsland-road, Nos. 6 and 7, Appleby-street, term 2 years—sold for £410.

Hoxton.—No. 16, Aske-street, term 6 years—sold for £25.

Islington.—Nos. 20 and 21, Dean-street, term 20 years—sold for £200.



38. Explain the meanings of common of turbary, common of estovers, and common of piscary?

39. What is the difference between an advowson presentative and an advowson donative?

40. An estate in A. for the life of B., and another to A. for the term of 500 years, if the survivor of B., C., and D. shall so long live. Which is the greater estate in A.?

41. What was the object of the Statute De Donis? And what was the effect upon it of the decision of the judges in Taltarum's case?

42. Land limited by deed to A. and the heirs of his body lawfully issuing. What is A.'s estate? And would it have made any, and what, difference if the limitations had been to A. for life, with remainder to his first and other sons, and the heirs of their respective bodies?

43. X., tenant for life of land with remainder to Y. for life with remainder to Y.'s first and other sons in tail. Y.'s eldest son has attained twenty-one, and desires to acquire the fee simple subject to the preceding life interests. How is he to set about it?

44. What are the four kinds of common assurances enumerated by Blackstone and other text writers? Give an example of each.

45. Set out shortly the heads of an ordinary power of sale in a mortgage of freeholds. And what special clause should be added in the case of a mortgage of leaseholds by underlease?

46. You are concerned for a vendor, and just before the settlement you hear from the purchaser's solicitor that on searching he discovers a Crown debt registered against your client as surety to the Crown for a maltster. What are you to do, and what is the ordinary course of procedure on such occasions by the Crown Authorities?

47. Can a married woman, during coverture, assign her reversionary interest in a sum of money, and how? Give the authority.

48. During what period can a testator, devising real estate, legally direct the accumulation of rents?

49. What were the requisites for the execution of a will of real and personal property respectively, before the present Wills Act (1 Vict. c. 26); and what are the present requisites; and does that Act contain any and what provision as to the exercise by will of powers of appointment?

50. The custom of the Profession has settled in cases of deeds, in which more than one person is interested, by the solicitor of which party they are to be prepared. What is the leading principle on which such custom is founded, and what striking exception to it is there in practice?

#### BANKRUPTCY AND PRACTICE OF THE COURTS.

51. How and within what time must a petition for adjudication in bankruptcy be served on the debtor?

52. In what circumstances can the debtor be arrested, and how?

53. One member of a firm is alone made bankrupt. How does his discharge affect the liability of the other partners as joint contractors, and, in action against them, is it necessary to join the bankrupt as a co-defendant?

54. How are creditors for sums under £10 each reckoned in number and value for a special resolution?

55. A creditor holding security tenders a proof under a composition arrangement, and receives the composition on his whole debt without mentioning, or allowing for, the value of his security. What are his subsequent rights as to his security?

56. What debts are preferential (or entitled) to be paid in priority out of the estate, and what debts remain unbarred by the bankrupt's discharge?

57. A creditor holds a bill of which the drawer, acceptor, and indorser all become bankrupt within a short time of each other. How is he to manage his proofs in order to rank the whole amount of the bill on each of the three estates without being obliged to give to any one of them credit for the dividend on either of the others?

58. What is a double proof, and when is it allowed?

59. One only of two partners is bankrupt; the other declines to interfere; how is the trustee to proceed in order to sue the debtors of the firm?

60. In proving on a bill not due, at what rate or rebate, and for what period, is interest to be deducted?

#### CRIMINAL LAW, AND THE PROCEEDINGS BEFORE JUSTICES OF THE PEACE.

61. When has the counsel for the prosecution in criminal cases no right of reply? What exception is there to the general rule?

62. What facts must be proved in order to establish the offence of purchasing, receiving, or having in stock bank notes under the statute 24 & 25 Vict. c. 98?

63. What is the punishment provided by the Criminal Law Consolidation Acts for simple lar-

ceny alone, and for simple larceny after a previous conviction for felony respectively?

64. What classes of witnesses are privileged?

65. State the cases in which a married person, who marries during the life of the former husband or wife, is not punishable for bigamy?

66. What words must a magistrate address to a prisoner before committing him for trial? (11 & 12 Vict. c. 42, s. 18.)

67. What are the provisions of the Administration of Justice Act (11 & 12 Vict. c. 42), in the case where a person against whom a warrant has been issued, is not found within the jurisdiction of the justice by whom it is issued?

68. What are the powers given to justices of the peace by the Divorce Act (20 & 21 Vict. c. 85) for the protection of women deserted by their husbands?

69. What steps should be taken by a party who is dissatisfied with the decision of a justice of the peace as being erroneous in point of law to obtain the decision of a Superior Court?

70. State some of the cases in which a search warrant can be issued, and state also what a magistrate ought to require before issuing a search warrant?

#### PROBATE AND DIVORCE LAW, AND MATTERS AS ADMINISTERED IN THE PROBATE AND DIVORCE DIVISION OF THE HIGH COURT OF JUSTICE.

71. What change was effected by the "Court of Probate Act 1857?" and what are now the powers and jurisdiction of the Probate Division of the High Court of Justice?

72. A person dying testate within one of the district registries: is the executor obliged to apply for a grant of probate within the district, or what other course may he take?

73. The estate of a deceased Scotchman (whose will is proved in Scotland), consists of certain assets in England. What is the proper course for his executors to take to obtain command of such assets?

74. A testator dies leaving personal assets in England, and also in Constantinople. The will is proved in England. How should the executors proceed to obtain possession of assets in Constantinople, and what is the course to be adopted?

75. State the effect of the affidavits to be sworn by the executor on proving a will? also what is necessary in the case of an intestacy?

76. State shortly the order in which next-of-kin of a deceased intestate are entitled to priority of grant of administration?

77. A testator has power to appoint one fund to his children, and power to appoint another fund to anyone. He disposes of both by will. Are either or both funds liable to Probate duty?

78. Explain the difference between a divorce and a judicial separation. And state what is necessary to entitle a husband or wife to either?

79. What is the object of the citation in a suit? How must it be served, and what is necessary for its service out of the jurisdiction?

80. What is alimony? and state the steps necessary for obtaining same?

#### BIRMINGHAM LAW STUDENTS' SOCIETY.

ON Tuesday evening last the above society held its 603rd ordinary meeting in the Library rooms of the Birmingham Law Society, H. W. Stanbury, Esq., presiding. A debate took place on the following question, "Is an action maintainable for maliciously causing and procuring one of two contracting parties not to perform the contract, whereby loss accrued to the other?" Messrs. Cresswell and Bayley supported the affirmative side, and Mr. Deakin the negative. The voting was in favour of the affirmative by a small majority. A vote of thanks to the chairman concluded the meeting.

#### BOLTON ARTICLED CLERKS' SOCIETY.

THE society held a meeting on Wednesday evening, the 28th Feb. last, at the Bolton Law Society's Rooms, Wood-street, when Jas. Watkins, Esq., the president, occupied the chair. R. Pennington, Esq., B.A., LL.B., one of the vice-presidents of the society, read a paper on "The Influence of the Roman Law on the English Common Law," which was found very interesting and instructive by the members.

#### DEWSBURY, WAKEFIELD, AND DISTRICT LAW STUDENTS' SOCIETY.

THE first ordinary meeting for discussion of this society was held on Thursday evening, the 15th inst., when the following moot point was discussed: "A devise is made to the use of A., a bachelor, for life, and after his decease to the use of his eldest son for life, and after the decease of both of them to the use of the eldest son of that son, if born in the lifetime of A., in fee. Is this last limitation valid and effectual to vest the fee in the grandson born in the lifetime of the grandfather, subject to the life estates of the father and son?"

Mr. J. H. Parker, solicitor, presided. Mr. Lister and Mr. J. Sykes supported the affirmative, and Mr. L. B. Walker and Mr. Baldwin the negative, after which (several gentlemen having taken part in the debate) the chairman summed up the arguments and put the question to the meeting, when it was negatived by a large majority. A vote of thanks to the chairman for his kindness in presiding closed the proceedings.

#### HUDDERSFIELD LAW STUDENTS' SOCIETY.

A GENERAL meeting of this society was held on Monday evening last, at the County Court, Quaker-street, Mr. B. Crook, solicitor, in the chair. There was an unusually large attendance of members of the society. The provisions of 39 & 40 Vict. c. 77 (Prevention of Cruelty to Animals Act 1876) were explained by Mr. D. F. E. Sykes, and were afterwards discussed by the members. The chairman then called upon Mr. J. R. Haigh to move the proposition "That it is desirable to abolish capital punishment." Mr. Haigh was supported by Mr. R. T. Ruddock, and opposed by Messrs. J. W. Piercy and J. J. Booth. The proposition underwent thorough consideration, and was eventually negatived by a majority of two votes.

Mr. F. Sykes, from the office of Mr. J. J. Miles, was elected an ordinary member of the society.

#### MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE ninth ordinary meeting of this session was held on the 20th March inst., at Cross-street Chambers, Cross-street. Charles James Fleming, Esq., barrister-at-law, presided. The following were the members present: Messrs. Hill, Hardman, Nadin, W. Slater, Williams, Atkins, Miller, Bullough, James Simpson, Hampson, Lawson, Jones, Hialop, Etheredge, Higham, E. Hewitt, Flower, the secretary and a friend. The minutes of the previous meeting having been duly read and confirmed, Mr. Nadin opened the evening's discussion upon the subject appointed, which was as follows: "Ought sect. 5 of the Debtors' Act 1869 to be repealed?" (This section introduced an exception to the abolition of imprisonment for debt effected by previous clauses, by giving power to a judge to commit a defaulting debtor for a period not exceeding six weeks for any sum not exceeding £50.) He contended that a man ought not to be imprisoned for the mere inability to fulfil a civil contract, and contrasted the law of Scotland with our law on this point. Mr. Higham for the negative, referring to the subsequent clause in the Act whereby proof of ability was rendered a condition precedent to commitment, argued that a debtor who, either through neglect or contumacy, had not made payment, ought to suffer the consequences. Mr. Hardman submitted, in support of the affirmative, that the Act as at present constituted, weighed disproportionately heavy on the poor man, inasmuch as the man who was able to contract debts beyond £50 could take the benefit of the Bankruptcy Act, and so escape imprisonment. Mr. Hialop, on behalf of the negative, thought that the abolition of imprisonment for debt would certainly injure credit, and asked what remedy there would be against the man who had parted with all his property to defeat expected execution? Messrs. Simpson, Lawson (solicitor), Hill, and Atkins having addressed the meeting, the chairman traced the history of the bankruptcy law from its first establishment, and stated that the object of succeeding legislation had been gradually to eliminate all harsh features, and considered that the man who could not pay 20s. in the pound was to be considered an unfortunate man and an object of sympathy, unless and until fraud was proved against him; and urged the repeal of the excepting section, and the substitution of a simple County Court proceeding whereby, without the formalities of a liquidation, a man whose indebtedness did not reach £50 might be able to get rid of his liabilities by an equitable distribution of his property amongst all his creditors. The learned chairman concluded with an eloquent denunciation of what is termed the "aristocracy of insolvency," and expressed his opinion that the evil could be got rid of by the means he had suggested. On the proposition of Mr. Nadin, seconded by the secretary, the meeting tendered to the learned chairman its best thanks for his able presidency, for which the latter returned his acknowledgments, and the members separated.

#### NOTTINGHAM LAW STUDENTS' SOCIETY.

AN ordinary meeting of this society was held at the Grand Jury Room, Town Hall, Nottingham, on Friday evening, the 23rd March, H. Wyles, Esq., in the chair. The question for the evening's discussion was: "That the unanimity required in juries is prejudicial to the attainment of justice." Messrs. S. E. Heath and A. J. Stevenson supported the affirmative, and Messrs. S. G.



Warner and F. M. Burton, B.A., the negative. All the members of the society who were present expressed their opinions, most of them inclining to the negative view of the question. After the chairman had summed up, the question was put to the vote and decided unanimously in the negative. There were fourteen members present at the meeting.

Two new members were elected—one honorary and one ordinary member.

#### PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Athenaeum, Plymouth, on the 23rd inst., W. Adams, Esq., in the chair. Mr. C. C. Gill was proposed for election as an ordinary member by Mr. C. Matthews, seconded by Mr. Helpman, and on a show of hands being taken he was declared to be unanimously elected. This election makes a total of eleven ordinary members who have joined the society during the present session. The chairman then announced that the subject for discussion at the next meeting would be as follows: "That the present right of action for breach of promise of marriage ought to be abolished?" In the absence of Mr. E. F. Fox, Mr. Walker brought forward the subject for discussion for the evening, "That the landed estates of a person who dies intestate ought to be divided amongst his next of kin, and not as at present given to his eldest son or heir?" Mr. Harrison and Mr. Stephens opposing; Messrs. Guy, Helpman, Symons, and Caunter also spoke on the subject. After the summing up of the chairman the question was put to the vote and decided in the negative by a majority of two votes.

#### UNITED LAW STUDENTS' SOCIETY.

THIS society met at the Law Institution on Monday evening, the 26th inst., for the discussion of the following legal question: "Is an agreement made by a *jeme sole* to sell her separate estate binding upon her after marriage?" Mr. S. Ward opened the discussion, and in the end the affirmative of the motion was carried.

The ordinary weekly meeting was held at Clements' Inn Hall, Strand, on Wednesday evening, the 28th inst., when the following motion formed the subject for discussion: "That it is the Duty of the State to encourage Emigration."

Upwards of £50 has up to the present time been subscribed towards the circulating law library, in addition to which many valuable law books have been presented.

#### WOLVERHAMPTON LAW STUDENTS' SOCIETY.

At a meeting held in the Law Library on Thursday evening, March 22, John Neve, Esq., in the chair, the following subject was discussed: "That it is desirable to assimilate the law of personal and real property in cases of intestacy." Mr. Cresswell opened the debate in favour of the proposition, and was supported by Messrs. Andrews and Clayton. Mr. A. B. Smith opposed, and was supported by Messrs. A. F. Walker and Langley. After very able summing up by the chairman, the proposition was put to the meeting, and lost by a majority of one. A hearty vote of thanks to the chairman terminated the proceedings.

#### Queries.

INTERMEDIATE.—(1) Should a candidate at the intermediate examination be unsuccessful, and desire to present himself again, is permission necessary, and what notice must be given if the examination he proposes to attend be after the expiration of six months after the expiration of one half of the term of his articles (assuming the examination he presented himself at was within the six months)? (2) What percentage of marks is sufficient for a pass at the intermediate examination? (3) If the candidate be below the percentage in one subject but above it in another at such examination will he be passed? (4) Within what time after the examination is the result made known to him?

LEGIS.—(1) See General Regulations issued by the judges in November, 1875, under the authority of the Judicature Act. (2) We are not aware that any fixed rule of the kind obtains. (3) The success of a candidate depends upon the general character of his answers to the several questions. (4) About a fortnight usually.—Ed.]

—I was articled 15th October, 1875, for five years; when is the earliest time I can present myself for my intermediate examination?

[April, 1878.—Ed.]

—When can I go up for my intermediate examination? I was articled for five years on 5th August, 1875.

[April, 1878.—Ed.]

FINAL EXAMINATION.—My articles expire on the 15th January, 1878: when is the earliest time at which I can present myself for the final?

E. E. [Read for yourself the information published by us almost weekly in our "Law Students' Journal" columns, for the very purpose of furnishing answers to such inquiries.—Ed.]

EXAMINATIONS.—I was articled for five years on the 1st July, 1875: when will be my earliest opportunity to present myself for the intermediate and final examinations?

C. H. C. [(1) January, 1878. (2) June, 1880.—Ed.]

BAR STUDENTS.—I am at present with a solicitor learning the routine previously to becoming a student for the bar. Will it be necessary for me to retire from the solicitor's office before I can present myself for the preliminary examination; and if, after passing, there is any limited time within which I must be introduced as a student, and particularly what book, or the best place, to obtain the fullest information with regard to students for the bar?

DUBITAS.

[Your query might have been made more intelligible. There is no objection to your going up for the preliminary bar examination while in a solicitor's office, but you cannot be admitted as a student while so engaged. Having passed the preliminary you can be entered as a student at any time. For further information inquire of the treasurer of your proposed inn.—Ed.]

ARTICLES OF CLERKSHIP—FRESH ARTICLES—STAMP DUTY.—In articles of clerkship a proviso is inserted that if clerk should elect to put an end to his articles any time during the term, the solicitor should return a proportionate part of premium for unexpired portion of the term. The clerk wishes to annul the articles under such proviso, and serve the remainder of his term with another solicitor. Would he be obliged to pay a further stamp duty of £80 on entering into fresh articles; or would any, and what allowance be made in respect of the duty on the original articles?

AN ARTICLED CLERK.

[An assignment of articles, with a 10s. stamp, would seem to be the proper course to take in such a case.—Ed.]

SERVICE UNDER ARTICLES—APPOINTMENT HELD BY ARTICLED CLERK.—I have served the whole term of five years well and faithfully under articles. Will my appointment as a relieving officer in any way prejudice my entering the legal profession in passing the final examination?

LEX.

[No, not if you did not hold the appointment during articles; but such an office is not compatible with the dignity of the profession.—Ed.]

ARTICLES—UNIVERSITY DEGREE—SHORTENING TERM OF SERVICE.—Will you inform me if an articled clerk to a solicitor for five years can, at the expiration of three years, leave his articleship and proceed to take a University degree, without having afterwards to serve the remaining two years of the articles with the solicitor? If this is not allowed, will you please state your opinion on the case, whether it would be advantageous or not.

E. E.

[You cannot do so. The degree, to be available, must be taken before entering into articles of clerkship. We cannot approve of an interruption to articles such as that involved in your idea; but, we think that when such a degree can be taken without residence, that if taken without interruption to articles, provision should be made for rendering unnecessary service for the last two out of the five years of the service under articles.—Ed.]

TIME FOR STAMPING ARTICLES.—Does sect. 43 of the Stamp Act 1870 (33 & 34 Vict. c. 97) mean that articles of clerkship can be stamped within six months after execution without a penalty? If not what does it mean?

L. H.

[The Commissioners of Inland Revenue contend that articles of clerkship cannot be stamped after execution, except upon payment of the full penalty.—Ed.]

## COMPANY LAW.

### NOTES OF NEW DECISIONS.

JURISDICTION—OCCUPATION OF PREMISES ABROAD—FOREIGN GOVERNMENT—DOMICIL.—The plaintiff and defendant companies were proprietors of lines of railway in a foreign state and of offices in this country. The plaintiffs sued for the use and occupation of their station in the foreign State by the defendants, who stated in defence that the two companies were both concessionaires of the foreign State, that the station was built upon land granted by that State, and that by the express provisions of the laws of that State powers of adjusting all rights arising out of the respective claims of the two companies were vested in the government of that State: Held, upon demurrer, that there was nothing in these allegations of the defendants to oust the jurisdiction of the courts of this country: (*Buenos Ayres Railway Company (Limited) v. Northern Railway of Buenos Ayres Company (Limited)*, 36 L. T. Rep. N. S. 118. Q.B. Div.)

MEMORANDUM OF AGREEMENT—AMENDED TERMS—SIGNATURE OF MINUTES.—Plaintiffs, the managers of defendants' docks, were negotiating for the continuance of their employment after the end of their existing arrangement, and duplicate drafts of terms proposed were in the possession of the plaintiffs' and defendants' solicitor. Upon plaintiffs' objection, some alterations in the terms were embodied in a paper written by a director of the defendants' company authorised to treat with plaintiffs on the subject; the paper concluded "All other provisions as to draft." The plaintiffs verbally accepted these altered terms, and defendants' solicitor made alterations in his draft, but, by mistake, they were not in accordance with the paper to which plaintiffs had agreed. The solicitor endorsed upon this draft thus amended the words, "Resolved that the draft agreement with Messrs. Jones Brothers be ap-

proved and engrossed in duplicate, and that the seal of the company be affixed thereto." This was signed by the chairman of the board, who also wrote the date, and the words "carried unanimously." A similar resolution was entered in the minute book, and signed by the chairman in the same way at the next meeting, the director who had drawn up the paper agreed to being present at both meetings. When plaintiffs came to execute the deed engrossed from the solicitor's amended draft, they objected to the terms which differed from the paper mentioned, and the board resolved to break off further negotiations with them. Held, in an action for damages in respect of plaintiffs' wrongful dismissal by the defendants, that under these circumstances there was a sufficient memorandum of the new agreement within the Statute of Frauds: (*Jones v. Victoria Graving Dock Company Limited*, 36 L. T. Rep. N. S. 144. Q.B. Div.)

## REAL PROPERTY AND CONVEYANCING.

### NOTES OF NEW DECISIONS.

MARRIAGE SETTLEMENT—POLICY OF ASSURANCE—BREACH OF TRUST.—By a marriage settlement, made in 1846, a policy of assurance on the life of K., the husband, was assigned to two trustees C. and J., the husband covenanting to keep up the policy. J. was unaware of his having been appointed a trustee, and on becoming aware of it, in 1872, disclaimed. C. gave no notice of the settlement to the assurance society, and did not indorse on the policy any memorandum of the settlement. In 1854 C. purported to appoint W. sole trustee of the settlement, and handed over the policy to him. W. allowed K. to get possession of the policy, and K., after receiving a bonus on it, mortgaged it, and the mortgagee subsequently surrendered it to the assurance society. There were no funds available for keeping up the policy, and K. had been in straitened circumstances for some time previous to the mortgage. He died in 1869. In the view of the court C. was aware when he handed over the policy to W. that a breach of trust was contemplated. Held, that C. and W. were jointly and severally liable (W. primarily as between themselves) for the sum received on the surrender of the policy, and for that received by K. on account of the bonus, with compound interest at 4 per cent. from the dates when these sums were respectively received, until the date of K.'s death, and simple interest thereon forward up to the date of the account. (*Hobday v. Peters* (28 Beav. 603), distinguished: (*Kingdon v. Castleman*, 36 L. T. Rep. N. S. 141. Chan. Div.)

HUSBAND AND WIFE—ANTE-NUPTIAL AGREEMENT BY HUSBAND TO SETTLE WIFE'S REAL ESTATE.—By an ante-nuptial agreement, signed by the intended husband and wife, and the father and mother of the intended wife, the father and mother agreed to appoint a share of certain real estate (which stood limited to the father for life, with remainder to the mother for life, with remainder to their children as the survivor of them should appoint, and in default of appointment to their children equally) to the intended wife, and the intended husband agreed that he would settle such share upon trusts in favour of himself and his wife and their children. The wife's father, having survived her mother, released his power of appointment, and the wife, therefore, became entitled to a share of the property in default of appointment. The wife died in the lifetime of her father, leaving her husband and two children, and before any settlement had been made. On an action by the husband and the younger of his children against his elder child, who was his wife's heir-at-law, for specific performance of the agreement: Held, that the agreement was binding on the wife's share and on her heir-at-law, and specific performance thereof decreed: (*Lee v. Lee*, 36 L. T. Rep. N. S. 138. Chan. Div.)

WILL—CONSTRUCTION—"OTHER DAUGHTERS SURVIVING."—A testator devised his real and personal estate to trustees upon trust for sale, and upon trust to divide the residue of the moneys so arising among all such of his daughters as should be living at his death; and the trustees were directed to invest the share of each daughter and pay the income to her for life with remainder to her children, and remainder in default of issue to the testator's "other daughters or other daughter surviving." All the daughters survived the testator. One died subsequently leaving a child, and afterwards another died without issue. Held (reversing the decision of Hall, V.C.), that the period of survivorship referred to the death of the daughter whose share was to be distributed, and that the child of the daughter who died first took no interest in the share of the daughter who subsequently died without issue: (*Beckwith v. Beckwith*, 36 L. T. Rep. N. S. 123. Ct. of App.)

## MAGISTRATES' LAW.

## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Andover .....	Thursday, April 5.....	W. W. Ravenhill, Esq. ....	10 days .....	Thomas Lamb.
Bath .....	Friday, April 6 .....	Thos. Wm. Saunders, Esq. ....	8 days .....	John Taylor.
Birmingham .....	Friday, April 6 .....	A. R. Adams, Esq., Q.C. ....	14 days .....	T. R. T. Hodgson.
Bolton .....	Friday, April 6 .....	Samuel Pope, Esq., Q.C. ....	10 days .....	John Gordon.
Bristol .....	Thursday, April 5.....	T. K. Kingdon, Esq., Q.C. ....	1 day .....	Thomas Danger.
Carmarthen .....	Monday, April 9 .....	B. T. Williams, Esq., Q.C. ....	10 days .....	John H. Barker.
Chester .....	Friday, April 6 .....	Horatio Lloyd, Esq. ....	14 days .....	John Walker.
Chichester .....	Tuesday, April 3 .....	John J. Johnson, Esq., Q.C. ....	10 days .....	E. Titchener.
Colchester .....	Friday, April 6 .....	F. A. Philbrick, Esq., Q.C. ....	8 days .....	John S. Barnes.
Dartmouth .....	Wednesday, April 11.	A. Wm. Beetham, Esq. ....	10 days .....	William Smith.
Derby .....	Tuesday, April 3 .....	George Boden, Esq., Q.C. ....	1 day .....	John Gadsby.
Devonport .....	Saturday, April 7 .....	H. T. Cole, Esq., Q.C., M.P. ....	10 days .....	G. H. E. Rundle.
Dever .....	Friday, April 6 .....	Harry B. Poland, Esq. ....	2 days .....	G. W. Ledger.
Faversham .....	Monday, April 2 .....	G. E. Dering, Esq. ....	Statutory.....	F. F. Giraud.
Hastings .....	Friday, April 13 .....	Robert Henry Hurst, Esq. ....	8 days .....	George Meadows.
Hythe .....	Saturday, March 31 .....	Robert John Biron, Esq. ....	Statutory.....	W. S. Smith.
King's Lynn .....	Thursday, April 5.....	D. Brown, Esq., Q.C. ....	8 days .....	T. G. Archer.
Kingston-on-Hull .....	Thursday, April 5.....	Wm. C. Beasley, Esq. ....	Statutory.....	R. Champney.
Liverpool .....	Wednesday, April 4 .....	J. B. Aspinall, Esq., Q.C. ....	Statutory.....	H. Guttridge (Dep.)
Newcastle-on-Tyne .....	Wednesday, April 4 .....	W. D. Seymour, Esq., Q.C. ....	14 days .....	John Clayton.
Northampton .....	Friday, April 6 .....	John H. Brewer, Esq. ....	10 days .....	C. Hughes.
Nottingham .....	Tuesday, April 10 .....	Richard Wildman, Esq. ....	14 days .....	Arthur Wells.
Oswestry .....	Friday, April 6 .....	J. R. Kenyon, Esq., Q.C. ....	14 days .....	Wm. Isaac Bull.
Plymouth .....	Friday, April 6 .....	H. T. Cole, Esq., Q.C., M.P. ....	14 days .....	Robert E. Moore.
Poole .....	Thursday, April 5.....	A. J. H. Collins, Esq., Q.C. ....	10 days .....	G. B. Aldridge.
Portsmouth .....	Friday, April 6 .....	Mr. Serjeant Cox .....	10 days .....	Jno. Howard.
Reading .....	Thursday, April 5.....	J. O. Griffiths, Esq., Q.C. ....	14 days .....	Jos. O. Whatley.
Rochester .....	Monday, April 9 .....	Francis Barrow, Esq. ....	8 days .....	Wm. W. Hayward.
Scarborough .....	Saturday, March 31.....	Alfred W. Simpson, Esq. ....	2 days .....	John J. P. Moody.
Shrewsbury .....	Tuesday, April 3 .....	W. F. F. Boughey, Esq. ....	14 days .....	Richard Clarke.
Tenterden .....	Wednesday, April 11.	Francis Russell, Esq. ....	Statutory.....	Stephen Weller.
Wigan .....	Monday, April 23 .....	Joseph Catterall, Esq. ....	10 days .....	Thomas Heald.
Winchester .....	Tuesday, April 3 .....	A. J. Stephens, Q.C., LL.D. ....	Statutory.....	Walter Bailey.

## BANKRUPTCY LAW.

## BURNLEY COUNTY COURT.

Thursday, Jan. 11.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Re W. A. MATHER.

*Bankruptcy—Proof—Deduction of credits—Moneys in hands of creditor—Fraud.*

HIS HONOUR said: In this case, which was heard before me at the last court, there were two motions, one by the Padiham Spinning Company, seeking to reverse the decision of the trustee, by which he rejected *in toto* the proof made by the company, claiming to prove for £124 16s. It appeared to me, on the hearing, that the total rejection of the proof was unjustifiable, and in fact when the case was opened the learned counsel who appeared for the trustee admitted that, at all events, proof to the extent of £124 16s. should be admitted, and accordingly I made an order on the motion of the Padiham Spinning Company in their favour, and ordered the costs to be paid by the trustee. The object of the trustee was plain enough, namely, to question the right of the Spinning Company to deduct from their debt certain credits which appeared upon the face of their proof, the trustee claiming the right to treat those credits as moneys still in the hands of the Padiham Spinning Company, and forming part of the estate of the debtor. The proper course would have been to admit the proof subject to that right, and not reject the proof *in toto*, and thus put the estate to the expense of a hostile motion by the company. I therefore disposed of that motion at the time, by ordering that the proof be admitted for £124 16s., and that the costs be paid to the company. With reference to the other motion, that was a motion by the trustee by which he seeks to recover from the Padiham Spinning Company two sums of £9 12s. and £165, as part of the estate of the debtor in their hands, under circumstances which I am about to state, and the company claim the right to retain those sums under the mutual credit clause. They insist that those sums were paid to them as cash. They were creditors of Mather, the debtor, for the sum of £301 8s., they were entitled to retain those sums, and treat them as items in account to be stated upon the principle of the mutual credit clause of the Bankruptcy Act. The question is, are they so entitled? The circumstances of this case are special, and require to be carefully stated and considered upon the evidence. I should here state that, in support of the trustee's motion, there was at first nothing but an affidavit made by the debtor's solicitor, stating facts upon information and belief. Such an affidavit as that could not be read as evidence, and the costs of that affidavit ought not to be allowed out of the estate, being good for no purpose whatever as evidence on an adverse motion. But it appearing that the trustee had given a proper notice to examine the debtor *viva voce* before the court, upon the hearing, he was examined accordingly, and it is upon his evidence so given that the judgment of the court must proceed. He was examined before me, and the facts which are not really in dispute are in substance as follows: He carried on the business of a cloth manufacturer

at Walverden Mill, near Colne. He became largely indebted to his Manchester agents for moneys which they had advanced to him for the purpose of his business, and they were his creditors to the extent of about £3000, his total debts being between £8000 and £9000. Mather had a dispute with his landlord with reference to the terms upon which he occupied the mill. There had been some arrangement for a lease, and disputes had arisen between Mather and the landlord, and those disputes created difficulties which Mather hoped, in the result, would turn out only to be temporary. But in fact, as he stated, on the 29th Aug. last, he found himself to be insolvent, that is to say he was not able to pay all his creditors their debts as they became due in the ordinary course. He communicated with his agents at Manchester, and some of his other creditors, including the Padiham Spinning Company, and communicated the fact to them that he was insolvent, and at once proposed to pay them a composition of 7s. 6d. in the pound. This the Manchester agents were willing to have accepted if the other creditors of Mather would have done the same. Some of them declined to accept the composition, and amongst them the Padiham Spinning Company. Of course, therefore, that proposal for a composition was inoperative. The state of insolvency continuing, but hoping, as he alleged, to be able to make an arrangement with the landlord, by means of which he should be able to carry on his business, so as to justify him in offering a higher composition, he convened by circular a meeting of his creditors on the 1st Sept., and he again offered them at that meeting a composition of 7s. 6d. in the pound. The Padiham Company attended that meeting, represented by their manager and agent, Ainsworth. The result of the meeting was that the composition was not accepted, but a committee of the creditors was appointed for the purpose of investigating Mather's books and accounts, and seeing the state of affairs at his mill, and to the appointment of that committee the Padiham Spinning Company, through Ainsworth, were an assenting party. The committee examined and looked into the affairs, and a further meeting was held on the 5th Sept., at which Ainsworth, as representing the Padiham Spinning Company was present, and a composition of 9s. in the pound was then offered, and there was a general willingness to accept the composition, if Mather could complete with his landlord some arrangement which he anticipated he should be able to complete. In the meantime the mill was to be kept in working order, and carried on to complete existing orders, and for that purpose it was necessary that material should be supplied in order to keep the mill going, and it was by keeping the mill going that the expectation was justified of Mather being able to pay the composition of 9s. in the pound. It appeared that at that time a distress was put in by the landlord for £700, but that was arranged, and a forced sale under the distress was avoided. The Manchester agents, who were the largest creditors, were willing to assist Mather to enable him to work out his means of paying the larger composition if he should be able to do so. It appears that there was a considerable quantity of manufactured cloth at the mill, which was ready to be sent to Manchester for sale—the extent

of upwards of £600, and this was sent from the mill to Manchester, to the agents there to sell. Of course the agents were bound to act in good faith towards the other creditors with whom they had then placed themselves in communication, and upon receiving this amount of cloth, instead of carrying it to the credit of their account, which was upwards of £5000, they paid Mather £600 in order to enable him to procure raw material with which to carry on the business at the mill. It appears, upon Mather's evidence that having received, or expecting to receive this sum of money from the Manchester agents he communicated with the Padiham Mill Company, and on the 15th Sept. he, with the means then at his disposal, paid the Padiham Mill Company the sum of £84, upon condition that they should supply him with a load of yarn to about the value of that sum, on the following day, in order that the mill might be carried on as a going concern. Accordingly, on the 14th Sept. Mather paid to Ainsworth £84, and took from him this receipt:—"Received from Mr. Mather the sum of £84 for yarn, to be delivered to-morrow, Sept. 14th, 1876." And then that is signed by Ainsworth for the Padiham Spinning Company. The company, in good faith, delivered a load of yarn on the following morning. The yarn which was so delivered on the following morning was not of the value of £84, but of the value of £74 8s. Ainsworth said that Mather paid £84 upon the promise of their supplying him with a load of yarn on the following morning to the value of £84. The whole load of yarn sent on the following morning turned out to be not quite £84 worth, but of the value of £74 8s. only. That transaction I consider to have been a transaction which on both sides was conducted in good faith, and as the debtor had not then committed any act of bankruptcy available for adjudication, it amounted to a mutual dealing within the meaning of the statute, and the Spinning Company would be entitled to retain the £9 12s., and treat it as an item in account, being the result of a mutual dealing conducted *bona fide* on both sides. With reference to the £165, which is the other sum, the trustee claims that stands on a totally different footing as regards the Mill Company. Having received the yarn on the morning of the 14th Sept., and finding more would be required for the immediate purposes of the mill, Mather went to Manchester on the following day, the 15th, and he there saw three persons, or the representatives of three firms, from whom he was anxious to obtain material for the purpose of working the mill. He saw the representative of the Sun Mill Company, and the representative of another firm of the name of Marriott, from whom he procured yarn (they were creditors) for the purpose of enabling the business of the mill to be carried on, and to whom he paid ready money upon the faith of the yarn being afterwards supplied, and it was so supplied by those firms. At the same time, on the same occasion, but not in the presence of those two other parties to whom I have referred, he saw each separately, he saw Ainsworth, and said to him, "Now I shall want some more yarn," at least "two more loads, and I have £165 which I will pay you upon the condition of your supplying me with those two loads, one to be sent to-morrow morning, the 16th, the other to be sent on Tuesday, the 19th." The object of the arrangement, *bona fide* as regards the debtor, was that the Spinning Company should by means of the money that Mather paid them, not decrease his debt to them, but that he should be enabled to procure by means of the money so paid goods to the value of the money paid, for the purpose of carrying on the mill profitably, keeping it in good working order, so that the contemplated composition of 9s. in the pound might be paid by Mather. Ainsworth, who represented the Padiham Mill Company, and by whose act they must be treated as bound, knew perfectly well that Mather was not in a position to pay £165 to them as a part payment in respect of their debt of £300. They knew Mather to be insolvent, and any payment made by Mather towards the reduction of their debt, without receiving value, would have been a fraudulent preference, and absolutely void. The Padiham Company, through Ainsworth, must have known that. The specific object of the payment of the £165 was proved beyond all doubt or cavil by the receipt which Ainsworth gave, which receipt is now lying before me, dated the 15th Sept. 1876, and is as follows:—"Received from Mr. Mather £165 on account of yarn, to be delivered." It does not say, "On account of two loads of yarn, one to be delivered to-morrow, and the other on Tuesday, the 19th," but it says, "Received on account of yarn to be delivered." It is quite open to me to supplement that receipt by the evidence of Mather. Ainsworth was also examined. A few questions were put to him, but none questioning the accuracy of Mather's statement. The yarn to be delivered was to be delivered in two loads, one on the following morning, and the other on the following Tuesday, the 19th, and the £165 was calculated to represent about the value of the two

yarn. The other load of yarn to be delivered on the former date was expected to be about 150 lbs., but was found out to be of the value 8s., and these loads were not exactly as to quantity or cost, and the £165 was intended to represent the value of the yarn which Mather had contracted with them to deliver, and which they had contracted with the mill to deliver in return for the £165. Now, this fact appears in the examination of Mather, except it as entirely true. Ainsworth did not contradict it—namely, that Mather having delivered to Ainsworth for the delivery of the yarn, as the condition upon which he had the £165, wanting one load the following morning, stipulated with Ainsworth that it should be delivered; and as they were then at Manchester and Mather knew that the necessities of the mill would require that a load of yarn should be delivered on the following morning (Saturday), suggested to Ainsworth that he should deliver it at once from Manchester, to the mill at 10 o'clock, to have a load of yarn ready by the morning, and Mather actually paid for it a shilling for the telegram. It was suggested by Ainsworth that a telegram was sent, and that the Padiham Mill Company received that telegram, and I assume it, and therefore the company would know they received the £165 from Ainsworth, and had been received by him upon the express condition of delivering yarn. Ainsworth comes on the 15th, and according to his evidence, the directors having received the £165 from him, a resolution the same evening that they pay the £165 and not send the yarn. Now, the question is, whether they are entitled to that way with the money received? On the 16th of it, it was as gross a fraud as could be committed, and unless there be some disability in the law which would protect a person of this nature, it ought not to be upheld by a court of justice. The directors adhered to the resolution and did not send the yarn. It is not coming to the mill on the Saturday, as Mather expected, and had a right to expect, he went over to Padiham on the Saturday, and about it. But the directors were not at least he did not see them—and Ainsworth was not there, but he saw the bookkeeper, and he said he had come for some yarn. The bookkeeper, who seemed to be aware of the resolution of the directors, said: "Oh, are you Mather's man?" He said, "Yes, I have come to get a load of yarn which should have been delivered this morning." The reply received was that they would have no yarn. Mather then came on the 17th, which was the proper one, and on the Monday to the Padiham Spinning Company demanding the delivery of the two loads of yarn or the return of his money. They never replied to that letter or sent any yarn. A negotiation between Mather and his landlady having resulted so beneficially to him as he hoped it would have done, and finding thus unable to deal with his creditors in any way in which he was desirous of dealing with them, on the 21st Sept. filed his petition for liquidation in this court, and the question now to decide is, whether the Padiham Spinning Company, having through their agent received this £165 from Mather, on the express condition that they should deliver to him two loads of yarn, and not having complied with that condition, can they retain the money as against Mather, and keep it as a part payment of the debt? I am of opinion they cannot. Questions of this sort have generally arisen in cases where there was a delivery of specific goods or a loan of money, which could be the subject of an action, in which form of action being in tort, a debt could not be pleaded, as in *Kay v. Flint* (21) and *Buchanan v. Finlay* (9 B. H. 1). The authority chiefly relied upon by the plaintiff for the trustee. Where there is a specific delivery of chattels, bills, or goods—specific goods of a specific purpose, the party to whom they are delivered does not acquire a property in those goods, but the specific purpose for which they were delivered is not answered, and, therefore, the party to whom they are delivered may recover in an action of debt upon the ground that the property in the goods has not passed, and the conversion is complete; and the cases also show that where by fraud the goods have been converted, as in *Buchanan v. Finlay*, where the goods were retained by the parties to whom they had been sent for a specific purpose until they arrived at maturity, and the moneys due were then received, there being the right to convert in trover, if the parties chose to convert the money they were entitled to do so, and were not liable to a right of set off. I do not think the case in which the question has arisen in the original transaction has been a payment of money, not a delivery of goods. It is contended that the same principle would not apply, where money is paid in cash, as this £165

was paid, not in any form which could be recovered specifically in trover, as by cheque, but simply in notes, gold, or cash, the property in the cash so paid would vest in the person to whom payment was made, and, therefore, the case would ordinarily be dealt with under the mutual credit clause. But, admitting that there is no authority applicable to the ordinary case of payment of money which is claimed to be made the subject of credit, there are in this case special circumstances which justify me in holding that the mutual credit clause cannot apply to this £165, because it would be enabling the Padiham Spinning Company to commit a fraud upon the other creditors, which the debtor himself could not have committed with impunity. The company knew that he was insolvent. They knew the purpose for which this yarn was required, namely, to enable him to carry on the mill as a going concern, with a view to the interests of the general body of creditors, in order to enable the debtor to make good the proposal to pay a composition of 9s. in the pound. They knew that the £165 was money in the hands of the debtor, which he could not, without committing a fraud upon other creditors, pay to them in reduction of their original debt, and I am of opinion that a payment made under such circumstances is so impressed with a trust that the party who receives it cannot himself, by appropriating it to an existing account, under the mutual credit clause, defeat the trust, and thereby enable himself to pay himself a debt which the debtor himself was not able to pay. I think, therefore, that in this case the £165 is a sum which the Padiham Spinning Company were bound to have returned to Mather on the Monday, when he demanded it. If they still refused to deliver the two loads of yarn, he could have recovered, and the right of action which he had then is now vested in the trustee, and the trustee is entitled to recover. I am aware that the decision involves a proposition for which I am bound to say I do not find any distinct authority, but I think the reason, as well as the common sense, of the case justifies it. Suppose Mather had not been insolvent. Mather might have brought an action to recover this £165, as money which had been paid for a consideration which had entirely failed. In such an action as that under ordinary circumstances, no doubt, a set-off could have been pleaded, but there now being insolvency, the set-off can only be established by permitting the spinning company to commit a fraud by taking advantage of their own wrong in refusing to perform the condition upon which the money had been paid. This would be making the statutory right of mutual credit a means of fraud, which, I think, cannot be done, and this £165 must, therefore, be returned by the company. As I have said, I think there was a *bond fide* mutual dealing between the debtor and the spinning company in reference to the payment of £84, which was paid as consideration for a load of yarn to be sent on the following day. The load of yarn was sent on the following day, and although it did not amount in value actually to £84, I think that was a mutual dealing, in which there was an absence of any fraud on either side, and, therefore, that sum of £9 12s., the difference, can be properly retained by the company. The company will pay the costs of this case, but the order will be without prejudice to the right of the company if they repay the £165 to apply to increase their proof by that amount. The cases cited on behalf of the company (*Alsager v. Currie*, 12 M. & W. 751; *Collins v. Jones*, 10 B. & O. 777; *Ennum v. Cato*, 5 B. & Ald. 861) are all cases bearing upon the question what constitutes a mutual credit, and have, in my opinion, no bearing upon a case like the present, which I treat as a case of fraud.

#### CHESTER ASSIZES.

Saturday, March 17.

(Before Mr. Justice LUSH.)

*Getting up fictitious claims in bankruptcy—Subornation of perjury.*

PETER BATES, an accountant, of Stockport, was charged with unlawfully suborning a man named Daniel Rogerson, to commit perjury in an affidavit, made in connection with certain proceedings in bankruptcy, by getting him to state that he was a creditor in the estate of a man named George Bowers, a butcher, residing at Chestergate, Stockport, for the sum of £19 12s. 10d.

Hughes appeared for the plaintiff.

Sweetenham for the prisoner.

Hughes, in opening the case, said the prisoner Bates was formerly in business at Stockport, and after that he acted as clerk to a solicitor there, and since then he had carried on business as an accountant on the same premises with Mr. Best. Mr. Best is a solicitor, who resided at Manchester, and practised there, and had also offices at Stockport, and the prisoner Bates acted as occasional clerk for Mr. Best. The facts of the case were as follows:—A man of the name of Bowers, who lived at Stockport, and was a butcher, was

in difficulties in October last, and went to Bates to hear how he was to meet his difficulties, and Bates suggested to him that he should go through the Bankruptcy Court. Bates asked him as to his debts, and Bowers showed him a paper, in which he made out his debts, as nearly as he could to be about £293, and gave that paper to the prisoner. He thought it would appear on that paper that the name of Daniel Rogerson was not mentioned by Bowers as one of his creditors. When Bates asked him the amount of his debts, and he told him £293, Bates said to him, "You must make it more," and informed him that he must either have £10 or security for £10 to pull him through, which he promised to do at the first meeting, if he would follow his instructions. In consequence of that two persons of the names of Bagshaw and Rogerson agreed to be security for £10 and went to Bates's office and executed a promissory note to that amount. On Friday the 27th Oct., that was some time after the man Rogerson had been to Bates's office, Bates met him and asked him to come into the office, and while there to become a creditor for £10. Rogerson would tell them that at that time the man Bowers owed him no debt at all. Upon being pressed, and told that it was done in all bankruptcies, he said he was willing to do it, and upon that Bates said, "I will put you in for £20," which was £10 more than he at first consented to be "friendly creditor" for. Bates then filled up an affidavit of debt, and they went to the railway station, and there they found Mr. Boothroyd, a lawyer, and a commissioner to administer oaths in the Supreme Court of Judicature; and before him Rogerson swore to this affidavit, namely, that Bowers owed him £19 12s. 10d. for goods sold and delivered. There was just one other matter, and it was that at the first meeting of creditors, at which only the prisoner and Mr. Best's clerk were present, holding proxies for six alleged creditors, resolutions were passed, and the prisoner was appointed trustee to manage the bankrupt's estate.

Bowers, Edward Hyde Boothroyd, and Daniel Rogerson deposed to these facts.

Sweetenham urged several technical objections, but they were overruled by his lordship.

LUSH, J., summed up at considerable length. He said that this was a most important case, both to the commercial public and to the prisoner. They knew that there had been great complaints of the working of the bankruptcy laws, and if the practices and schemes spoken of really did take place one could not wonder that the estates of insolvent debtors did not go to the creditors, but into the pockets of others. As regards the absence of any motive for the incitement to perjury, his lordship pointed out to the jury that he was surprised sufficient motive could not be seen in the fact that if the list of creditors was swelled by fictitious claims against an estate those persons who represented the fictitious creditors got claims assigned to them. He could imagine a very considerable motive. After carefully recapitulating the evidence, his lordship directed the jury that there was no doubt Rogerson had committed perjury in swearing the affidavit, and if he did so at the instigation of the prisoner, knowing what it was for, the prisoner was guilty of the crime of subornation.

The jury, after two or three minutes deliberation found a verdict of "guilty."

The clerk of arraigns then called on the prisoner in the usual way if he had anything to say, and he replied, "All I have to say is that it is a deliberate conspiracy."

LUSH, J., in passing sentence, said: "The jury, after a very patient investigation of the matter, find you guilty, and I must say I entirely agree with the conclusion at which they have arrived. I don't see that it is possible to come to any other conclusion upon the evidence; and although those two persons have proved themselves not to be truth-tellers, nevertheless the circumstances altogether are such as to my mind are conclusive that you are guilty of the frauds imputed to you, and I cannot help thinking you have made a practice of it, because you set about it in a way that shows you have been in the habit of cooking up false claims on insolvent estates. I am afraid you are the representative of a class—rather a numerous class—who trade upon the estates of insolvent debtors. I don't wonder when practices of this kind are proceeded with that creditors are disgusted at the working of the bankruptcy laws. Such practices as you have been found guilty of would neutralise any system for the administration of a bankrupt's estate. I hope the time will come when no person will be allowed to interfere in proceedings in bankruptcy except those persons who have obtained a due status, and who are immediately responsible to the superior courts. I wish to add that I hope the Stockport Law Society will not allow the matter to rest where it is. I think this is a matter that deserves and ought to receive at the hands of that body a further investigation. They ought, I think, to ascertain—I hope they will be induced to do so—the history



of the other depositions that have been put upon the file, and how far they represent real claims; and if they do not, to ascertain who are the parties who have been instrumental in getting them up. Now you have been found guilty. It is not often proof is so readily accessible, and not often, therefore, that persons who have been brought before the court on those charges have been obliged to succumb to the evidence. I feel I must treat this as a serious matter, and I cannot do less than impose upon you a sentence of fifteen months' imprisonment with hard labour.

## COUNTY COURTS.

### ABERDARE COUNTY COURT.

(Before T. FALCONER, Judge.)

PHILLIPS v. STEVENSON.

*Sale—Title—Chattels—Bill of Sale.*

*Linton for plaintiff.*

*Plaintiff for defendant.*

HIS HONOUR, in giving judgment in this case, said:—The plaintiff sues for the value of a piano, purchased of one Eslake. In March, 1876, Eslake executed a bill of sale to the plaintiff, Moses Phillips, and among articles specified in the bill bill of sale was a pianoforte. The pianoforte was sold on the 14th April, 1876, to the defendant, who deals in pianos. It was purchased by him in a dilapidated state for £18 10s., which he says was the full value when it came into his possession. The instrument has been repaired, and the sum of £25 is claimed in respect of it by the assignee of the bill of sale. The claim to it is opposed on the ground that the defendant had no notice of the claim when he made his purchase; that Eslake had no right of property, and that there was a "standing by" which permitted the sale to be made. Very lengthened examination took place respecting the validity of the bill of sale, and whether or not more than one schedule was attached to the bill of sale at the time it was executed. As this question was before Vice-Chancellor Bacon, I consider myself bound by his decision, and therefore hold that the piano was well assigned to the plaintiff by the bill of sale. In the report of the case in *Re Eslick, ex parte Phillips* (L. Rep. 1 Ch. Div. 500), is remarkable. I am represented to have been over-ruled on four different points, and yet I only decided that as the operative part of the deed only mentioned the property in Dean Street and not in Seymour Street, I held, on the authority of the case of *Ex parte Jarline, re McManus* (31 L. T. Rep. N. S. 802), that the inventory could not enlarge the operation of the deed, the inventory including the property in Seymour-street, not named in the body of the deed. The question now is whether, through the sale to the defendant by Eslake, the assignor of the deed, the defendant has acquired a right of property to the piano. In the case of *Cooper v. Willomat*, one P. Savage, by a bill of sale dated in 1844, sold and assigned as a security for £100, to one Cooper, all his household goods, chattels and effects, mentioned in an inventory or schedule to a bill of sale. Some time afterwards Savage removed the goods and sold them absolutely to a furniture broker, who bought them in ignorance of the plaintiff's right, and in good faith, believing Savage to be the real owner. The judge nonsuited the plaintiff, reserving leave to enter a verdict for £27 if the action was held to be maintained against the purchaser. Mr. Justice Maule said:—The sale of the goods to the defendant undoubtedly was *bona fide* and honest, yet the plaintiff may recover them from him, for with respect of personal property entrusted to another in circumstances like the present, the law is clear. He had no right to sell, and no property passed. Whatever may be the inconvenience of such a rule of law it is, nevertheless, not of such a nature as to render it impossible to carry on the trade of a broker without profit, and even if the inconvenience were far greater than it is, that would not be an answer when the law is not doubtful. A case of *Gregg v. Wells* was referred to (L. J. 8 Q. B., N. S. 193), but in that case the owner present when the assignee dealt with them as his was own. As respects the damages claimed they must be the value of the article at the time of conversation, and not the present value. When the defendant, acting in good faith under the belief that he had acquired the lawful ownership of the chattel, has proceeded to lay out money on it to improve it and increase its value, the plaintiff will not in all cases be entitled to recover its full value in its improved state (*Read and another v. Fairbank and another*, 22 L. J. 206, C. P.). His Honour added that this country was so besprinkled with bills of sale that this case was one of the greatest importance to the numerous class of persons who purchase goods of assignors, in the expectation of helping a friend, and I am afraid, not uncommonly, to deprive money lenders of their security. They

may find, however, that before they bought, it would have been advisable to have ascertained if the person they sought to assist may not have assigned away all his goods, and that the purchaser of his goods may be followed by the loss of money they have paid, when provident aid has led them to invest in the purchase of goods which the seller had no power to sell. There is a register of bills of sale in London, but it would be a great protective measure if there were a double registration, namely, not merely in London, but in the county court of the district where the business of the assignors is carried on. His Honour then gave judgment for plaintiff for £18 10s.

### LIVERPOOL COUNTY COURT.

Wednesday, March 21.

ALLEN v. ROWELL.

*Liabilities of husbands.*

THIS was an action brought to recover £33, being the rent of apartments taken by Mrs. Rowell, in February, 1876, and for necessities supplied to her.

*Court for plaintiff.*

*Love for defendant.*

It appeared that on the defendant selling the goodwill of the White Bear Hotel, about 1873, his wife appropriated £1200 to herself and afterwards left the defendant, and invested the money in the purchase of a Liverpool Dock bond in her own name. In November, 1875, the defendant was declared bankrupt, and in June last the trustee under the bankruptcy obtained an order from the court declaring that the £1,200 formed part of the bankrupt's estate. In November last the bankruptcy was closed, the defendant having paid 20s. in the pound, and the surplus moneys in the hands of the trustee, amounting to £1192, were handed over by the trustee to the defendant. Mr. Lowe, on behalf of the defendant, submitted that inasmuch as Mrs. Rowell had £1200 in her hands there was no implied authority on her part to pledge the defendant's credit; that at the time Mrs. Rowell made the contract the defendant's property was vested in his trustee, and that the plaintiff should have applied to the Court of Bankruptcy, as a court of equity, for payment of this £33 out of the bond. The learned judge adopted this view, and held that under the circumstances the plaintiff could not recover. He accordingly directed a nonsuit, with costs to be paid to the defendant.

### BLOOMSBURY COUNTY COURT.

Thursday, March 1.

(Before G. RUSSELL, Esq., Judge.)

LEATHLEY v. LONDON AND NORTH-WESTERN RAILWAY COMPANY.

*Railway Company—Delay—Connecting Trains—Negligence—Damages.*

THIS case, which had been adjourned at the defendants' request until after the decision of *Le Blanc v. London and North-Western Railway Company*, came on for hearing on the 5th Feb. last. The plaintiff, who is a solicitor, conducted his own case. Mr. Roberts, solicitor to the London and North-Western Railway Company, appeared for the defendants. After the law hearing on the question had been argued at length, it was agreed that in order to save the time of the Court, the facts on both sides should be admitted. The learned Judge stated that on account of the importance of the principles involved, both to the railway companies and the public, he should take time to consider his judgment. It was arranged that the defendants' solicitor should draw up the following statement of the facts, which, on its approval by the plaintiff, should be submitted to the Judge.

This is a plaint to recover the sum of 8s. 6d. for expenses incurred by the Plaintiff under the following circumstances, 5s. of which the plaintiff claims for compensation for loss of sleep and fatigue, and 4s. for the fare paid by him for fly hire from Twickenham to Hampton, less 6d., which he saved by not having to take the train from Twickenham to Hampton.

The defendants' railway commences by a junction with the North London Railway at Camden Town, and passes through several stations, amongst them Hampstead Heath to Willesden Junction, where it joins another railway called the North and South Western Junction Railway, which extends to near Gunnersbury, and there joins the London and South Western Railway, over which the North London Railway Company have running powers to Richmond. There is a line of railway belonging to the London and South Western Railway Company from Richmond to Twickenham, and thence to Hampton.

At Camden Town the London and North Western Railway joins the North London Railway, which latter railway runs in an easterly direction to Bow, where it makes a connection with the London, Tilbury, and Southend Railway in the

direction of Tilbury and Southend. Over this railway the defendants and the North London Railway Company having running powers to Southend.

The North London Railway Company has arrangements with the London and North Western Railway Company for running trains over the line to Willesden in the direction of Richmond, and for the convenience of the public the passengers who take tickets at any station on the London and North Western Railway are permitted to travel in trains of the North London Company as they may wish.

On Monday, the 24th of August, 1874, the plaintiff obtained a ticket at the Hampstead Heath Station in time for the train due there at 10.21 p.m. for Twickenham, which train was due to arrive at Richmond at 10.47.

At Richmond plaintiff must have changed into a London and South Western train at 11, and would have arrived at Twickenham at 11.17, but the train was 28 minutes late in starting from Hampstead Heath Station under the circumstances hereinafter appearing; therefore the plaintiff did not leave Hampstead Heath until 10.48, and arrived at Richmond at 11.17, and at Twickenham at 11.50.

The plaintiff was intending to travel from Twickenham by taking another ticket to Hampton by the London and South Western Railway, by a train which would have arrived at Hampton at 11.29, but in consequence of the train by which he actually travelled being half-an-hour late at Twickenham, he was too late to catch the last train from Twickenham to Hampton that night, and in order to enable him to reach his destination he took a fly from Twickenham to Hampton, and claims from the defendants 3s. 6d. for such fly hire.

The defendants justify the delay of 33 minutes between Hampstead Heath and Twickenham under the following circumstances. It is the custom of the North London Company to run trains from stations on the London and North Western Railway between Willesden and Camden and other stations on their own railway to Southend and back, and on the 24th of August they had in fact booked passengers from several stations on their railway to Southend and back.

The Southend station is a station owned and managed by the London, Tilbury, and Southend Company, and the engine-drivers and guards' charge of the North London trains, are under the control of the London, Tilbury, and Southend Company's stationmaster.

The North London train, consisting of six carriages, from Southend, should have started from that place at 8 p.m., but was delayed 9 minutes, in consequence of a great rush of passengers coming to the station at the last moment, as is usually done on occasions of heavy traffic such as this was.

The train left at 9 minutes past 8, and travelled over the London, Tilbury and Southend line to Bow, but was considerably delayed between the signal-box called Low-street, and Bow Station, in consequence of its being behind time, and a train belonging to the London, Tilbury, and Southend Company being in front of it, and the signals being kept against the Southend train.

The safety of the public required the signals to be kept against the North London train, which being late in starting, was out of place on the line.

The North London train from Southend did not arrive at Camden Town until 10.35. Had there been no delay to this train, it would have arrived at Camden Town in time to meet the train there by which the plaintiff would have travelled, and have avoided any detention to him.

The officials at the Camden Station kept the Twickenham train, by which the plaintiff travelled, 28 minutes waiting the arrival of the North London train from Southend.

This train was the last train that night which ran over the London and North Western Railway from Camden Town to Willesden and Richmond, and the reason why the officials at Camden Town kept the Richmond train was knowing that several passengers were in the North London train from Southend, and destined for stations on the London and North Western Railway and holding return tickets.

HIS HONOUR:—In this action, on the 24th August, 1874, the plaintiff took a ticket from the Hampstead Station for the purpose of proceeding by a train to Hampton, which was timed, I believe, to reach its destination at 10.21 in the evening, and was running by way of Camden Town. It appears, however, that the North London Railway Company on the day in question had issued return excursion tickets by a train to Southend, which was due at Hampstead at 9.21, in consequence of which the plaintiff's train was delayed, which delay led to other delays. The stationmaster knew the Southend train was coming, and consequently delayed the plaintiff's train 28 minutes, causing the plaintiff additional delay at Rich-



mond, where he, under ordinary circumstances, would have caught the Hampton train. The plaintiff then proceeds to Twickenham, where he finds the last train gone, for which the plaintiff has charged 8s. The amount is not in dispute, as if the Company are liable at all, they are liable for the whole amount. I have therefore to see if the Company are relieved from any blame—they apparently relying on the case of *Le Blanche v. The London and North Western Railway Company*. I am of opinion that the stationmaster voluntarily (I say voluntarily, and not wilfully) detained the train in order to benefit one set of passengers at the expense of another; and as the plaintiff was not made aware of this delay, I consider him entitled to recover. It is a fact that I have only the plaintiff's uncorroborated statement, still I rely upon it. If the time tables are evidence, am I to understand that every endeavour on this occasion has been made to carry their intentions out? I must say I think not. I think there is a general public convenience which ought not to be sacrificed to any special train, and I think the stationmaster at Camden Town was not justified in acting as he did, which conduct, in my opinion, renders the Company liable.

*Judgment for Plaintiff for full amount claimed.*

[We understand that the company do not intend to appeal.]

## LEGAL NEWS.

### LAW UNION FIRE AND LIFE INSURANCE COMPANY.

THE annual general meeting of this Company was held on Thursday, the 22nd, at the office, 126, Chancery-lane, W.C., James Cuddon, Esq., the chairman, presiding.

Mr. F. McGedy (the actuary and secretary) read the notice convening the meeting, and the minutes of the preceding annual meeting. The directors report and statement of accounts having been circulated amongst the shareholders, were taken as read.

The report was as follows:—

The directors have pleasure in submitting to the shareholders the accounts of the Company for the twenty-second year of its operations.

In the fire department, during the twelve months ending 30th November last, 6,175 proposals were made for insuring £5,785,190; and 5,783 policies and guarantees insuring £5,319,232, yielding new premiums to the amount of £27,557 ls. 6d., were completed.

In the life department, during the same period, 319 proposals were made for insuring £338,771, and 257 policies were completed, insuring £227,175, and yielding new premiums to the amount of £8,938 8s. 4d., of which £2,462 ls. 3d. were single premiums.

Seventeen annuities were granted, the purchase-money for which amounted to £8,690 2s. 11d.

The total number of life policies in force on 30th November last (exclusive of annuity policies) was 2,956, insuring the sum of £2,147,559.

The gross income of the Company (exclusive of the sums received for annuities) for the year ending 30th November last, amounted to £126,345 6s. 4d., which, added to the sum received for granting annuities, makes a total receipt of £135,035 9s. 3d.

The average rate of interest obtained on the gross assets of the Company during the past year was £4 10s. 7d. per cent.

The claims in both departments have been in excess of those of the previous year. In the life department, however, such increase is to be attributed, not to a high rate of mortality, but to the circumstance of several deaths having occurred amongst the large policies. With regard to the fire department, it must be borne in mind that the losses were exceptionally light in the previous year, and taking an average of the two years they are under the expectation.

The profit for the year in the fire department is £5,411 19s. 7d., four-fifths of which, namely, £4,329 11s. 8d., have been carried to the credit of the profit and loss account; and the remaining one-fifth, namely, £1,082 7s. 11d., has been added to the fire insurance fund, which amounts to £18,168 2s. 10d.

The profit and loss account shows a credit balance on the 30th November last of £20,726 7s. 7d., and out of that sum the directors recommend the payment of a dividend of 15 per cent. for the current financial year, leaving the sum of £11,726 7s. 7d. to be carried forward to credit of the dividend account for next financial year.

The Chairman, in moving the adoption of the report and the accounts, said—Gentlemen, the accounts before you exhibit clearly and explicitly the state of the Company's business, as indeed all previous accounts have also done, so that at a glance you may form a perfectly accurate judgment of the condition of the Company and the progress made. As regards the fire business of

the past year, while the new insurances are about £350,000 more than in the preceding year, yet the amount of new premiums is very slightly in excess of the premiums of the previous year. This, however, is rather favourable than otherwise, as it shows that the class of business has been of the very best kind. (Hear, hear.) The average sum insured by each fire policy issued during the past year was about £919. In the life department the variation in the amount of new premiums between the year 1875 and 1876 is slight, only a little over £200. The average sum insured per life policy issued during the past year is £883, or thereabouts. The total income has now reached £126,000 and upwards, showing upon the whole a clear increase of about £7,800 during the past year. Thus you will observe the income is gradually advancing, so that, exercising a little patience, we may rely on a future considerably larger revenue. If a moderate yearly increase of business be obtained without very much further yearly expenditure, the effect in the future on the profits must obviously be highly favourable.

Mr. Henry Mason—In the unavoidable absence of the deputy-chairman, I beg to second the adoption of the report.

The motion was agreed to unanimously.

Mr. R. W. Roberts moved "That the recommendation of the directors in their report now read as to the payment of a dividend and bonus be adopted, and that a dividend and bonus together after the rate of 15 per cent. per annum free of income tax, be paid to the shareholders on the paid up capital of the Company for the year ending the 30th November, 1877."

Mr. George Hyde seconded the motion, which was at once agreed to unanimously.

Mr. W. Newton proposed the re-election of the retiring directors.

The names of the directors were put separately to the meeting, and in each case Mr. T. H. Street seconded the nomination, the result being that each retiring director, as follows, was unanimously re-elected:—Mr. F. Charsley, Mr. S. H. Cooper, Mr. F. J. Coverdale, Mr. James Cuddon, Mr. P. E. Eyton, M.P., Mr. F. T. Keith, Mr. John Lambert, C.B., Mr. Henry Mason, Mr. R. B. M. Lingard-Monk, Mr. John Nanson, Mr. Charles Pemberton, Mr. J. F. Robinson, Mr. T. W. Salmon, and Mr. Erasmus Wilson, F.R.S.

Mr. Theodore Waterhouse was re-elected an auditor on the part of the shareholders, and Mr. James J. Darley on behalf of the directors.

The Chairman proposed a vote of thanks to Mr. McGedy, our able and painstaking actuary, and also to those who are immediately under him in the office, who conduct the business in a way which is eminently satisfactory to all parties concerned.

Mr. Roberts seconded the motion, which was carried.

Mr. McGedy (the actuary), responded.

Mr. Robins proposed, and Mr. Barkitt seconded a vote of thanks to the Chairman, who returned thanks; the meeting then dispersed.

A SOLICITOR CHARGED WITH FORGERY AND EMBEZZLEMENT.—At Bow-street, Mr. John Edward Fullager, a solicitor, lately employed in the Admiralty, was on Monday brought before Mr. Flowers, charged with stealing a cheque for £59 18s. 10d., forging an indorsement thereon, and forging and uttering a receipt for the same, with intent to defraud the Government. Mr. Poland, instructed by Mr. Hodgson, Solicitor for the Treasury, conducted the prosecution. He said it was his painful duty to make this very serious charge against a solicitor, who for some time had been employed by the gentleman now acting as Solicitor for the Admiralty, Mr. Bristow. The prisoner had been so employed since 1875. In January last he was engaged in a negotiation, on behalf of the department, with Mr. Reeve, a solicitor, of Lowestoft, respecting some land required there for the coastguard service. Mr. Reeve's bill of costs had been received, and the cheque in question was handed by the prisoner to Mr. Bristow for signature on Saturday, the 27th Jan. Mr. Bristow usually declined signing cheques on Saturdays. The form was again presented to him on the Monday following, when it was signed and returned to the prisoner, who undertook to forward the same, with the bill of costs, to Mr. Reeve, by the same night's post. In the ordinary course the cheque should have reached Mr. Reeve on the 30th Jan. (the next day), but it had transpired that the cheque, which was not crossed, had been taken to the Westminster branch of the London and County Bank on the 31st Jan., and paid across the counter in three £10 Bank of England notes and cash. In the meantime the prisoner had given Mr. Swainson, of the Admiralty, a receipt for the money, purporting to be signed by "R. H. Reeve," which he said he had received from Lowestoft, and which afterwards proved to be a forgery. The three £10 notes paid at the London and County Bank had been traced. The

defendant was remanded for a week. [With reference to the above case Mr. Fullager, solicitor, of 6, Renfrew-road, Lower Kennington-lane, writes:—"I regret to state that the prisoner is my nephew, but since he was an infant I have never seen him. As I am the only London solicitor of the name of Fullager in the 'Law List,' I must ask you kindly to insert this letter, so that the public may not be mistaken."]

JAMES BROWN, ex-Alderman of Newport, Monmouthshire, and on three occasions Mayor of that borough, was on Saturday committed for trial by the county magistrates on a charge of fraudulently obtaining £150 from Mr. Moltham, solicitor, of London.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

THE COUNTY COURTS ACT 1875.—Will you permit me to call attention to the working of sect. 1 of the County Courts Act 1875? It will be remembered that under that section a plaintiff may, in certain cases, on filing an affidavit of debt cause to be issued a summons in the form prescribed by the Act, to the effect that unless within sixteen days after personal service the defendant do not deliver notice of his intention to defend the action, the plaintiff will be entitled to judgment for payment of debt and costs forthwith. If the defendant within sixteen days gives notice of his intention to defend, the action proceeds in the ordinary course, and is set down for trial by the judge as a defended action. The operation of this provision, which at first sight appears to be a most excellent one, enables a defendant to render this enactment, so far as the plaintiff is concerned, entirely nugatory. The procedure, by default summons was no doubt intended to enable plaintiff to obtain prompt payment from defendants who have no defence. That the Act as it stands at present fails to carry out that object will, I think, appear from the two cases to which I am about to refer. In one case a default summons having been issued, the defendant gave notice of his intention to defend, and the action was set down for trial. The plaintiff in due course took out a witness summons and gave defendant notice to produce documents. There being no possible defence, the defendant on the morning of the court day sent a person to pay the debt. In the other case the defendant was sued on a default summons, and delivered notice of intention to defend. Shortly before the sitting of the court the defendant's agent called on the plaintiff, and, admitting the debt, applied for further time, which was refused. The plaintiff attended the court, and in an hour add a half the action was called on. The defendant's agent thereupon appeared and asked that the money might be made payable by monthly instalments. As the action was on a dishonoured bill of exchange due twelve months previously, and as at defendant's urgent request the payment of it had not been pressed, the plaintiff opposed the defendant's application, and applied for immediate payment. The judge ordered payment in a week. It will have been noticed that in both the above cases there was no attempt at a defence, although notice of intention to defend had been given; and further, that the defendants by giving notice obtained a better position than if they had not done so, even supposing that the time for giving notice expired on the court day. For in the absence of the notice the plaintiff would have had judgment for payment forthwith, but at the hearing the judge has power, notwithstanding there is no defence, to determine when the debt shall be paid, and whether in one sum or by instalments. The cost to the defendant is, I believe, no greater than if he had given no notice; for in either case only half the hearing fee is payable. But while the defendant obtains time and the probability of an order for payment by instalments; the plaintiff is put to the additional inconvenience of having to appear before the judge instead of the registrar, as in *bona fide* undefended cases. It would appear, therefore, that a defendant has it in his power, by giving notice that he intends to defend (when he has no defence and no intention of defending), and by appearing at the trial, to defeat the apparent intention of the Legislature in passing this section. By so doing he loses nothing; but, on the contrary, gains everything—time! To prevent this was, I believe, the object of the enactment. Happily this defect may be easily remedied. A clause in the County Courts Bill now before Parliament, or a short Bill to amend the Act of 1875, providing either—First, that if the defendant under a default summons do not before the expiration of sixteen days after service obtain leave from the registrar to defend, such leave to be

given upon affidavit setting forth the grounds of defence or a good defence on the merits, the plaintiff may have judgment for payment of debt and costs forthwith; or, secondly, that if a defendant gives notice of intention to defend under sect. 1 of the County Courts Act 1875, and at the hearing admits the debt or offers no defence, the plaintiff shall be entitled to judgment for payment of debt and costs forthwith, and the whole of the hearing fee shall be retained by the registrar, as in defended actions, would perhaps render sect. 1 of the Act of 1875 a valuable and popular one. I will leave it to those of your readers who have had similar cases to those to which I have referred to decide whether the above suggestion is worthy of the support of the Profession. If so, perhaps the president of the Legal Practitioners' Society would consent to move the insertion in the present Bill of such a clause as I have mentioned, or, if necessary, to introduce a separate Bill on the subject.

A SUBSCRIBER.

**COMMISSIONS FOR OATHS.**—The new Law List shows the working of the system of appointment of commissioners of oaths under the Judicature Act. In 1873, under the old system, 720 names figured in the Law List under "London Chancery Commissioners," and 940 under the common law heading. So many of the Chancery commissioners also held the common law commission that the real number of London commissioners of all sorts must have been under 1200 at that time. Owing to the fact that the Judicature Act promised a commission for all courts to any commissioner in existence on 1st Nov. 1875, a great rush took place in that year, and the Courts of Queen's Bench, Common Pleas, and Exchequer (notably the last) bestowed these appointments with great freedom, in some cases on solicitors whose standing was reckoned by months. The result was that no less than 1650 names appeared in the Law List for 1876 as commissioners in the London district, while the certificates to practise in the same district did not exceed 3400. The new Law List gives 1745 names for the London district. The figures alone set out demonstrate that the appointment has been so freely bestowed that nearly one-half of the London solicitors are commissioners, and apparently the number has been increased even under the new Act. The rule that a candidate must have been admitted and certificated for six entire years will perhaps somewhat tend to restrain the number, and it is understood that London solicitors able to comply with the rule do not necessarily receive the commission on lodging the petition. Without presuming to dictate to the fountain of authority from which these commissions emanate, I fancy I express a general feeling in saying that there is no need for a solicitor to be a commissioner whose partner already has the office, and that one commissioner in a house is enough. In Bedford-row and Lincoln's-inn-fields there are several instances where three commissioners may be found in the same house.

EIGHTEENPENCE.

**LOCKE KING'S ACT.**—Permit me through your columns to draw attention to a point which, I venture to submit ought to be dealt with by the Bill which has been introduced by the Lord Chancellor for the purpose of amending the Acts 17 & 18 Vict. c. 113, and 30 & 31 Vict. c. 39, by making them apply to leaseholds. The point is this: By the Act 30 & 31 Vict. c. 69, s. 2, it is provided that "the word 'mortgage' shall be deemed to extend to any lien for unpaid purchase-money upon any lands or hereditaments purchased by a testator." As a necessary consequence of the use of the word "testator" in this section, it has been held that where lands have been purchased by an intestate it has no application, and his personal estate will remain primarily liable to discharge the lien: (See *Harding v. Harding*, L. Rep. 13 Eq. 493; *Hudson v. Cook*, 26 L. T. Rep. N. S. 180, overruling the previous case of *Evans v. Poole*, LAW TIMES, vol. xlix., p. 50). The practical consequence is exemplified thus: A. buys an estate, but does not pay the purchase-money, and devises it to B.; here B. will have, if he takes the estate, to pay the purchase-money, but if A. in such a case dies intestate, leaving the estate to descend to B., his heir-at-law, here B. will be entitled to call upon the general personal estate to pay the purchase-money. Surely this was not meant by the framers of 30 & 31 Vict. c. 69, especially as that Act is founded on the 17 & 18 Vict. c. 113, in which Act in the case of a mortgage no such difference between the case of testacy and intestacy exists, the word "person" being used there, and not the word "testator." I would suggest that in the Lord Chancellor's Bill an additional section is added repealing sect. 2 of 30 & 31 Vict. c. 69, and re-enacting it in the same terms, except that at the end of the section instead of the words "a testator" the words be "any person." This would at once accomplish the construction that was attempted to be placed on the existing section

by the late Vice-Chancellor Wickens in the case of *Evans v. Poole*. JOHN INDERMAUR.

**PROCEEDINGS AGAINST PROMOTERS OF COMPANIES.**—I quite agree with your correspondent, "A Solicitor of Nineteen Years' Standing," that immediate steps ought to be taken by the London and provincial law societies to obtain the insertion of a clause in the Companies' Amendment Bill, brought in by Sir Hy. Jackson, Q.C., indemnifying solicitors, who, prior to the recent decisions in the Lisbon Tramways Case and the New Sombrero Case, have in good faith prepared and issued prospectuses omitting reference to contracts, which, although made by promoters, did not in any way affect the companies concerned, and which were therefore universally considered in the Profession (prior to the decisions referred to) as quite outside the meaning of the 38th section of the Companies Act 1867. Unless some such clause is inserted in the Bill many members of our Profession will be ruined, as the section renders not only the promoters but the officers of a company liable for the omission of reference to contracts within its meaning. In the Northern and Midland counties, as well as in London, an immense number of trading concerns have been formed into joint stock companies within the last five or six years, and in almost every case there have been agreements under which sums, either large or small, have been paid to the promoters for their risk and trouble, and not unfrequently the solicitors concerned have themselves been remunerated for their professional services under agreements, which the recent decisions would seem to show should have been referred to in the prospectuses. Your correspondents are right in saying that if these decisions are confirmed by the Court of Final Appeal, a flood of litigation will overrun the whole country, and scarcely anyone who has ever been connected with a public company will be safe. The matter is one which calls for instant action, and the Profession would have reason to feel grateful if you could induce either of the law societies, or some member of Parliament connected with the law, to take immediate steps to apply a remedy.

A PROVINCIAL SOLICITOR.

**A PROFESSIONAL QUESTION.**—I shall feel obliged if you or any of your readers, will offer a suggestion as to the best course to pursue under the following circumstances. A. filed a petition for liquidation. B., an accountant, was appointed receiver. A town solicitor attended the first meeting on behalf of creditors. B. was appointed trustee, and the town solicitor was intrusted with registration of the resolutions. At the request of the town solicitor the newly appointed trustee handed to him his appointment as receiver, and also sent his man, that they (the solicitor and receiver's man) might seize certain assets. The goods were seized by them, and partly sold by the solicitor, the remainder being taken to town, he asserting that a better market could be obtained for them there. The registrar refused to register the resolution for liquidation, on the ground that no statement of affairs was produced at the first meeting, and the proceedings have consequently fallen through. The matter at present stands thus: The receiver and the debtor's solicitor are many pounds cash actually out of pocket, whilst the town solicitor has helped himself to all he could get hold of, perhaps about £80, and of which he refuses to give any account. Under these circumstances, what action can be taken against the town solicitor, and by whom, the debtor having bolted out of the country? Is not this a case in which the Incorporated Law Society ought to interfere? Apologising for troubling you at such length, I enclose my card.

A COUNTRY SOLICITOR.

**SOLICITOR APPEARING BEFORE INCOME TAX COMMISSIONERS.**—Referring to the letter of Mr. Thomas C. Russel, at page 377 in your last number, he will find, on referring to sect. 25 of 43 Geo. 3, c. 99, which is one of those referred to and revived by 5 & 6 Vict. c. 35, s. 3, that "no barrister, solicitor, or attorney, or any person practising the law, shall be allowed to plead before the said commissioners [of income tax] on such appeal for the appellant or officers either *viva voce* or in writing." There is no need to say much as to the unfairness of such a clause, for the questions involved are often of great importance, are regulated by obscure and difficult statutes, and the officers who attend for the Crown are, for all practical purposes, lawyers, and indeed understand the statutes better than most lawyers do. It will be observed that the statute, while forbidding lawyers to plead, does not forbid them to attend for the purpose of advising their clients, and I should recommend your correspondent, next time he goes before the commissioners, to insist upon his right to be present, but undertaking not to address them. This course is sanctioned by

the practice of the special commissioners at Somerset House, before whom I have often attended with my clients; and who, though bound by the statute not to allow me to address them, have never refused me permission to be present. I may add the recommendation, based on considerable experience in the matter, that all appeals on difficult and important cases should be taken before the special commissioners (see sect. 130 of the 5 & 6 Vict. c. 35). They are familiar with the Income-tax Acts, which is more than can be said for many of the general commissioners, and they have the advantage of being able to refer to the skilful lawyer who is solicitor of the Inland Revenue, from whom, and from the commissioners, appellants may rely on always receiving a courteous, patient, and intelligent consideration of their cases. C. M. G.

**LEGAL EDUCATION.**—I notice that Lord Selborne has again introduced his two Bills. What is the Legal Education Association doing? Surely it might at least get up some petitions in favour of the School of Law Bill or some modified form of it. As a subscriber to the society soon after it was started, I have been very much disappointed by its apparent apathy. G. S. G. W.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

139. **SUCCESSION DUTY.**—By the Succession Duty Act and also by decided cases, the succession duty is specially asserted to be a charge on capital, and not upon income; are then trustees to whom residuary, real, and personal estate is left upon trust, to pay the joint income to a married woman for life, and on her death, falling children, upon trust (as to capital of both), absolutely for her brother, justified in paying the succession duty in respect of her life estate in the land, out of the capital of the above residuary personal estate, and could they be held responsible by any one for so doing, or must the trustees insist upon the married woman paying her own duty, and what are they to do in case she cannot do so? For although a special mode of paying the duty is by sect. 21 of the act pointed out, and extending the payments over eight half yearly instalments, yet nowhere is the income of the real estate made liable, but as above stated the act and cases expressly make the duty a charge on capital, and not income. In reply, please cite authorities.

SUBSCRIBER.

140. **BANKRUPTCY—PRACTICE.**—Will you or any of your readers inform me whether it is at all usual in any proceedings under the Bankruptcy Act to appoint as trustee a clerk in the employ of the debtor's solicitor, or whether there is any custom or usage to the contrary, and generally what is the practice of the profession as the point?

[Such a person is not under any legal disqualification, but it is not customary to appoint them, and it is a proceeding which should not be encouraged by solicitors.—Ed.]

141. **JOINT STOCK COMPANY—COMPANY CLAUSES ACT, 1845—COMPANIES ACT, 1862—QUALIFICATION OF DIRECTOR.**—If the Company's Banker be disqualified, is it usual or allowable for one of the bankers of the company in whose act the Company Clauses Act 1845, is incorporated, to become one of the directors of the company? Sect. 86 of the Company's Clauses Act, provides that if a director accepts or continues to hold any other office or place of trust or profit under the company, or be either directly or indirectly concerned in any contract with the company, or participate in any manner the profits of any work to be done by the company, the office of such director shall become vacant. Does a banker come within the terms "office or place of trust or profit under the company," and does it make any difference, whether such director is one of a private firm of bankers, or a director or proprietor in a joint stock bank? I know that in some cases of joint stock companies, one of the bankers is sometimes one of the directors of a company, but this may be under some power or exception contained in such company's articles of Association, or the provisions of the Company's Act, 1862, may not be in the same terms. As regards a joint stock banking company, I do not know whether the 5th sect. of the Company's Clauses Act would apply, which is to the effect that no person being a shareholder of an incorporated joint stock company, is to be disqualified by reason of any contract entered into by, or with such joint stock company. My own impression is, that bankers and treasurers of a company, may be directors, and do not come within the disqualification mentioned: (See the case of *Sheffield and Manchester Railway Company v. Woodcock*, 7 M. & W. 574; 2 Rail Cas. 523.)

A COMPANY'S LAWYER.

### Answers.

(Q. 134.) **LIQUIDATION BY ARRANGEMENT.**—A debtor under liquidation by arrangement is entitled to the same privileges as a bankrupt as regards his tools of trade and necessary wearing apparel, &c., see sect. 13, sub sects. 5 and 7 of the Bankruptcy Act, 1863. The amount to be allowed is not in the discretion of the trustee and committee of inspection. If the tools and necessary wearing apparel, &c., do not exceed the value of £20, none of them can be taken by the trustee.

HANTS.

(Q. 136.) **STATUTE OF FRAUDS.**—Without perusing the receipt referred to, it is difficult to form an opinion upon the case, but provided the receipt states all the

**DEATHS.**  
**DRUMMOND.**—On the 24th inst. at 15, Colville Terrace, Edinburgh, the late Mrs. Mary Drummond, widow of the late James Drummond, Esq., of Edinburgh, aged 78 years. Buried in the New Calton Cemetery, Edinburgh, on the 26th inst.

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**CHAIRMAN—**

Right Hon. JOHN ROBERT MOWBRAY, M.P.

**TENTH BONUS MEETING, 1871.**

The Report presented at a Meeting held on the 24th January last, showed:

1. AS TO THE PROGRESS OF THE SOCIETY.

That the growth and prosperity of the Society during the period of which it gave numerous details, had been what was manifest:

2. AS TO THE FINANCIAL POSITION OF THE SOCIETY.

That the Assurance Fund at the date of Valuation was £2,375,000.

And the calculated Liability at the same date was £1,700,000.

Thus leaving a Surplus of £675,000.

And that, after setting aside the Permanent Reserve of £200,000, and the fractional amount of £2,000 there remained for division the sum of £475,000, was larger by £30,000 than on any previous occasion.

3. AS TO THE RESULTS OF THE DIVISION.

That the sum which fell to the Assured would provide additional additions to the Assurance, amounting aggregate to £257,014, varying in individual cases from 21 per cent. and averaging over 50 per cent.

And that the Cash Bonus, which, being the present value of the Reversionary Bonus, was the true measure of the Reserve thus required was greater by £24,600 than which would have been needed by the Carlisle percentage.

4. AS TO THE BASIS OF VALUATION.

That the Institute of Actuaries' new H.M. or Health Table, based on the experience of twenty of the English and Scotch offices, with net premium—no cent. interest, had been used in the Investigation.

And that the severity of the new test, as well as the elasticity of the Society, were alike shown by the fact that the Reserve thus required was greater by £24,600 than which would have been needed by the Carlisle percentage.

The NEXT DIVISION OF PROFITS will take place on January 1, 1872, and Persons who effect NEW POLICIES before the END OF JUNE NEXT will be entitled to one year's additional share of Profit on Entrants.

The Report above mentioned, a detailed account proceedings of the Bonus meeting, the return made Board of Trade, and every information, can be obtained either of the Society's Offices, or from any of its Agents.

**GEORGE CUTCLIFFE, Actuary and Secretary.**

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**BIRTHS, MARRIAGES, AND DEATHS.**

**BIRTHS.**

**DRUMMOND.**—On the 24th inst. the wife of Henry Richmond Drummond, of Lincoln's Inn, and 37, Oxford Terrace, has had a daughter.

**DRUMMOND.**—On the 24th inst. at 10, Colville Terrace, Edinburgh, the late Mrs. Mary Drummond, widow of the late James Drummond, Esq., of Edinburgh, aged 78 years. Buried in the New Calton Cemetery, Edinburgh, on the 26th inst.

**DRUMMOND.**—On the 24th inst. at 15, Colville Terrace, Edinburgh, the late Mrs. Mary Drummond, widow of the late James Drummond, Esq., of Edinburgh, aged 78 years. Buried in the New Calton Cemetery, Edinburgh, on the 26th inst.

**DRUMMOND.**—On the 24th inst. at 15, Colville Terrace, Edinburgh, the late Mrs. Mary Drummond, widow of the late James Drummond, Esq., of Edinburgh, aged 78 years. Buried in the New Calton Cemetery, Edinburgh, on the 26th inst.

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the necessary economy of judicial force," as it utilises the judicial strength of the circuit commissioners by using it regularly. If a number of commissioners are appointed it is obvious that two results would be at once attained, a saving of judicial force, and an economical administration of the law. If the choice was simply between the appointment of such commissioners and an extension of the jurisdiction of County Courts we should not hesitate in preferring the former method of relieving the pressure of legal work in the Superior Courts. County Court Judges have already quite as much as they can do. At the same time it is a great mistake to determine whether such a change as that proposed by Lord SELBORNE should be adopted, simply and solely by a reference to the economy of the change. Fortunately, however, the change would only make more general a state of things of whose probable working a long experience exists to enable us to judge, and that experience is favourable. The Queen's Counsel and serjeants, from which bodies the commissioners are selected by the Judges under the present system, are quite competent to perform the duties that would be intrusted to them.

THE Court of Appeal, after having discussed the law of warranty very fully in the recently reported case of *Randall v. Newson* (36 L. T. Rep. N. S.), reversed the judgment of the Queen's Bench Division. The plaintiff sued for damages due to injuries caused by the breaking of a carriage pole supplied by the defendant, the maker. The pole broke upon the carriage being suddenly pulled up, and the jury found that the pole was not reasonably fit and proper for its purpose; but that the defendant was not guilty of negligence in supplying the pole. The court below entered judgment for the defendant upon these findings, whereupon the plaintiff appealed. The appellant relied upon *Jones v. Just* (18 L. T. Rep. N. S. 208); the respondent's case rested upon *Redhead v. Midland Railway Company* (L. Rep. 4 Q. B. 379). In the former case the question whether the maxim *caveat emptor* applies where there has been no opportunity of inspecting the goods sold was exhaustively discussed by a court consisting of the LORD CHIEF JUSTICE, Mr. JUSTICES BLACKBURN and MELLOR, and decided in the negative. This statement, however, had been as distinctly enunciated by Lord ELLENBOROUGH in *Gardner v. Gray* (4 Camp. 145). "It appears to us," said Mr. Justice MELLOR, who delivered the judgment of the court, "that the maxim *caveat emptor* cannot apply, and that it must be assumed that the buyer and seller both contemplated a dealing in an article which was merchantable. The buyer bought for the purpose of sale, and the seller could not on any other supposition than that the article was merchantable have found a customer for his goods, and the buyer must be taken to have trusted to the judgment, knowledge, and information of the seller, as it is clear that he could exercise no judgment of his own; and this appears to us to be at the root of the doctrine of implied warranty, and that in this view it makes no difference whether the sale is of goods specially appropriated to a particular contract or to goods purchased as answering a particular description." In *Redhead v. The Midland Railway Company* the Exchequer Chamber decided that the contract made by a general carrier of passengers for hire with a passenger is to take due care to carry the passenger safely, and that it is not a warranty that the carriage in which he travels shall be in all respects perfect for its purpose, "that is to say, free from all defects likely to cause peril, although those defects were such that no skill, care, or foresight, could have detected their existence. Now it is obvious at a glance that the principles quoted in this respect, that the one referred to the liability of carriers, the other to that of manufacturers. Mr. Justice M. SMITH, in the latter case, remarked, as the appellant's counsel observed, that "the agreement to sell and supply goods at a price which may be assumed to represent their value is a contract of a different nature from a contract to carry, and has essentially different incidents attaching to it." The judgment of the Court of Appeal was delivered by Sir W. BALIOL BRETT. The first point taken by the court in its judgment was that the subject matter of the contract was a pole for the purchaser's carriage, and not simply a pole for any purpose. Having stated so much his Lordship proceeded to consider what was the implied contract of the seller as to the efficiency of the poles. In order to bring out the principle of law applicable, he considered a long string of cases and ultimately adopted the statement of the law given in *Jones v. Just*, "The governing principle, therefore," said his Lordship, "is that the thing offered or delivered under a contract of purchase and sale must answer the description of it, which is contained in words in the contract, or which would be so contained if the contract were accurately drawn out." But it may be said this principle does not apply to latent defects. The Court refused to introduce any limitation of the principle founded upon such a distinction unless some binding authority was produced to that effect. No such authority was forthcoming, the judgment of the court below was reversed. This decision will at least make it clear that the doctrine laid down in *Redhead v. Midland Railway Company* cannot be applied to a contract for the sale or purchase of an article to be applied to a specific pur-

### SITTINGS OF THE COURT OF APPEAL.

A LIST was published in February (see the LAW TIMES of 24th Feb.), of the "Hilary Sittings for March" of the Court of Appeal "at Lincoln's Inn and Westminster," naming every week day from the 1st to the 28th, when the Hilary sittings ended. Any one reading the list would naturally have imagined that the Court would sit in two divisions, one at Lincoln's Inn and one at Westminster, or at least would sometimes sit at Westminster, and hear appeals from the Queen's Bench, Common Pleas, and Exchequer Divisions. But nothing of the sort has happened; the Court has not sat at Westminster once during March. It may be an advantage to suitors, and it certainly is a convenience to the counsel engaged, that appeals in cases in which counsel are likely to be away on circuit, should not be taken while the circuits are going on; but it can be no advantage or convenience to anyone that a list should be published of sittings which do not take place. It can hardly have been contemplated that the court should sit in two divisions during March. Appeals from final judgments must be heard before not less than three Judges: (Judicature Act 1875, s. 12.) The total strength of the Court of Appeal consists of eleven Judges, five *ex officio* (including the Lord Chancellor), three "ordinary," and three "additional ordinary." Of these eleven Judges five have been away on circuit, the Master of the Rolls has been sitting in his own court, and the Lord Chief Baron at Guildhall, Westminster, and Kingston. The power to summon additional judges from the High Court of Justice to sit in the Court of Appeal cannot be exercised during the times of the spring or summer circuits: (Judicature Act 1875, s. 4.) It must, therefore, have been quite plain, at the time when the list was published, that the court would not sit in two divisions on the days named, and it might easily have been stated from which divisions of the High Court of Justice appeals would be heard, and when the court would sit at Lincoln's Inn and when at Westminster, if it was intended to hold sittings at both places. It may be said that the convenience of counsel and solicitors cannot be considered, and that they must be ready to attend whenever there is the remotest possibility of the court sitting; but it must be remembered that any arrangement, or want of arrangement, which puts counsel and solicitors to unnecessary inconvenience is sure, in the end, to cause additional expense to suitors, for whose benefit the courts exist.

### TIME THE ESSENCE OF A CONTRACT.

To decide whether time is or is not of the essence of a given contract, is a question which often takes much legal learning, and it arose in the recent case of *Tully v. Howling* (36 L. T. Rep. N. S. 163). This was an appeal from the Queen's Bench Division. The plaintiff chartered the defendant's vessel from a certain date; at the date mentioned in the charter-party the vessel was detained by the Board of Trade for repairs, and was not in fact ready to sail within two months of the time specified. The point with reference to the question whether time was of the essence of the contract, arose upon a counter-claim set up by the defendant, by which he sought to recover damages from the plaintiff, on the ground that he had refused to perform the charter-party into which he had entered with the defendant. The Queen's Bench Division decided that the plaintiff was justified in refusing to perform the charter-party under the circumstances, and this judgment was upheld in the Court of Appeal. On behalf of the appellant it was urged that the condition as to the staunchness of the vessel was not a condition precedent, and that as the delay was not such as to completely frustrate the object of the contract, it did not justify the plaintiff's refusal. Many cases were cited, but the only one which related to time charters was that of *Havelock v. Geddes* (10 East, 555). In that case Lord ELLENBOROUGH decided that a condition in a charter-party of affreightment, that the owner shall forthwith make the ship tight and strong for the voyage for twelve months and keep her so, is not a condition precedent to the recovery of freight, after the freighter had taken the ship into his service and used her for a certain period. So much for the actual decision, which obviously could not be cited as a direct authority to supply a *ratio decidendi* for *Tully v. Howling*, where the vessel had not been made use of by the charterer. "The defendants," said Lord ELLENBOROUGH, "did not repudiate the ship because she was not immediately made tight, staunch, &c., but took her into their service and employed her; and after having navigated her for several months, they say that, because this was a condition precedent, and was not performed, they are not liable to pay anything." His Lordship then gave expression to some opinions which bear directly upon the facts in the former case. "Had the plaintiff's neglect here precluded the defendants from making any use of the vessel, it would have gone to the whole consideration, and might have been insisted upon as an entire bar, because the consideration for the defendants' covenant to pay the freight would then have failed *in toto*;" but as the defendants had made use of the vessel the plaintiff's covenant was considered as going only to a part of the consideration, and the covenant was not looked upon as having raised a condition precedent, but as merely giving the



Lord Ellenborough said again, in *White v. Chapman* (1 Sta. 113), decided in 1815, that where an agent was sued for money had and received for his principal, he would be entitled to deduct the amount of his commission on sales, unless it appeared "that he had grossly misconducted himself as agent." So it was ruled by Chief Justice Best (*Hammond v. Holiday*, 1 C. & P. 284), that if the duties of a sworn broker are executed in such a manner that no benefit results from them, he is not entitled to recover either his commission or a compensation for his trouble. So too the Court of Common Pleas decided (in *Shaw v. Arden*, 9 Bing. 287) that in considering an attorney's bill the jury were at liberty to discard an item for work entirely useless. So an auctioneer employed to sell an estate cannot claim commission if the sale becomes nugatory by reason of his default: (*Denew v. Daverell*, 3 Camp. 451.)

If the agent's work is not entirely useless, he will be entitled to claim on a *quantum meruit* in the absence of any special contract or custom.

In *Hamond v. Holiday* (1 C. & P. 384), heard at the Guildhall 1824, where a broker's claim for commission was disallowed, Chief Justice Best said: "It is the broker's duty to draw up the bargain intelligibly, and if he does not, he is entitled to nothing. I agree with the law laid down in the case cited (*Haines v. Brisk*, 5 Taunt. 521). There the contract was clear and intelligible, and the broker was allowed a compensation, he having done all that he was bound to do. But has this broker done all that he was bound to do? . . . If the defendant has received advantage from the acts of the broker, then the verdict should be for the plaintiff with proportionate compensation; but if the business has been performed in so slovenly a manner that no advantage has been derived from it, then the verdict must be for the defendant."

In *Dalton v. Irvine* (4 C. & P. 289) the plaintiff, a broker, was employed by a shipowner to procure a charter-party for one of the plaintiff's vessels. In a charter-party which was drawn up the plaintiff inserted as terms of freight one guinea instead of five guineas per ton, whereupon the defendant refused to sign, and the bargain went off between the defendant and the intended charterer. The plaintiff had incurred expenses, and had been desired by the defendant to use all expedition in the matter. In an action brought to recover commission with counts for money paid, work and labour, Chief Justice Tindall ruled that commission could not be recovered, as the subject-matter out of which it was to arise, viz., freight, was never obtained, and left it to the jury to say, first, whether there was any particular contract in the case to take it out of the ordinary rule; and, secondly, whether the defendant, by desiring the plaintiff to use all expedition, induced the plaintiff to lay out the money before the usual time; and, thirdly, whether when the charter-party was presented to him for signature, the defendant had a justifiable cause for refusing to sign it on the ground that it was not the contract he was entitled to expect. His Lordship directed them, that "in ordinary cases, if the charter-party is not carried into effect, the broker would not be entitled to recover for the incidental expenses, for they would follow the same course as the claim for the work and labour which, in such a case, has become altogether useless to the principal, and that, if the defendant was right in rescinding the contract, that would be an answer to the claim for expenses. A verdict was found for the defendant."

In a case where a solicitor's charges in respect of bills of costs for business done as a solicitor (*White v. Lady Lincoln*, 8 Ves. 363) were disallowed, Lord Eldon decided that a confidential agent in that character, and not simply as a solicitor, is bound to keep regular accounts, and where such an agent neglected to do so, or to preserve vouchers against himself, though he had preserved those in his own favour, his Lordship, on the ground of

gross neglect of duty, would not allow a charge in respect of bills of costs in respect of work done as a solicitor. So, if an agent confounds his principal's property with his own, not only will he not be entitled to any commission, but he will be bound to account for the whole property, except what he can prove to be his own: (*Lupton v. White*, 15 Ves. 432.)

The principle laid down by a learned author with respect to the law of commissions is, that "the whole service or duty must be performed before the right to any commission attaches, either ordinary or extraordinary; for an agent must complete the thing required of him before he is entitled to charge for it. But cases may occur in which an agent may be entitled to a remuneration for his services in proportion to what he has done, although he has not done the whole service or duty originally required. This may arise either from the known usage of the particular business, or from the entire performance being prevented by the act or neglect of the principal himself": (Story's Agency, § 323.) It should be observed, however, that the agent cannot recover commission when completion of the business undertaken is prevented by the act of the principal, unless that act is wrongful.

The question was very fully discussed by the Court of Common Pleas in *Simpson v. Lamb* (17 C. B. 603), decided in 1856. This was an action by two clerical agents to recover the sum of 75*l.* for commission alleged to be due to them for negotiating (unsuccessfully) the sale of an advowson for the defendant. The defendant employed the plaintiffs to offer an advowson for sale, upon an understanding that in the event of a sale being effected through their agency, the latter should receive a commission of 5 per cent. upon the amount of the purchase money. Before the plaintiffs had sold the advowson the defendant himself sold it. The former, in answer to inquiries, had informed the latter that their terms were three guineas for registering, and 5 per cent. upon the amount of the purchase money, payable when the contract of sale was completed. The payment of the registration fee was waived. There was no evidence of any specific endeavours on the part of the plaintiffs to sell the advowson, or of their having incurred any expense in reference to it. At the trial Mr. Justice Cresswell ruled that the defendant was justified in selling the living himself; that it was fair to presume that the large amount of commission was taken in successful cases as a sort of compensation for the risk incurred; that the plaintiffs could not recover anything unless they sold; and that what was done by the defendant did not amount to a wrongful revocation of the plaintiffs' authority to sell. He thereupon directed a nonsuit. Chief Justice Jervis said: "I take it to be admitted that it is not competent to a principal to revoke the authority of an agent without paying for labour and expense incurred by him in the course of his employment. The right of the agent to be reimbursed depends upon the terms of the agreement. A general employment may carry with it a power of revocation on payment only of a compensation for what may have been done under it; but there may be also a qualified employment under which no payment shall be demandable if countermanded. In the present case I think the evidence showed that the employment was of that qualified character—like the case of the house agent or the shipbroker—the plaintiffs undertaking the business upon an understanding that they were to have nothing if they did not sell the advowson, taking the chance of the large remuneration they would have received if they had succeeded in obtaining a purchaser." And it was said by Mr. Justice Crowder: "If it could be shown that the agent is by the wrongful act of the principal prevented from carrying out the work on which he is employed, he would be entitled to a reasonable remuneration for what he had done." A *rule nisi* for a new trial was discharged.

## LEGISLATION AND JURISPRUDENCE.

### FORFEITURE RELIEF BILL.

A BILL to Amend the Law of Relief against Forfeiture for Breach of Covenant or Condition. Whereas relief is granted against forfeiture for nonpayment of rent:

And whereas by section four of the Act of the twenty-second and twenty-third years of the reign of Her Majesty, chapter thirty-five, intituled "An Act to further amend the law of property and to relieve trustees," it is enacted that a court of equity shall have power to relieve against a forfeiture for breach of a covenant or condition or insure against loss or damage by fire when no loss or damage by fire has happened, and the breach has in the opinion of the court been committed through accident or mistake, or otherwise

without fraud or gross negligence, and there is an insurance on foot at the time of the application to the court in conformity with the covenant to insure upon such terms as to the court may seem fit:

And whereas by section five of the said Act it is enacted that the court where relief shall be granted shall direct a record of such relief having been granted to be made by indorsement on the lease or otherwise:

And whereas by section six of the said Act it is enacted that the court shall not have power under the said Act to relieve the same person more than once in respect of the same covenant or condition; nor shall it have power to grant any relief under the said Act where a forfeiture under the covenant in respect of which relief is sought shall have been already waived out of court in favour of the person seeking the relief:

And whereas it is expedient to amend the law

of relief against forfeiture for breach of covenant or condition in manner herein appearing:

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Short Title.*—This act may be cited for all purposes as the Forfeiture Relief Act, 1877.

2. *Repeal of secs. 5 & 6 of 22 & 23 Vict. c. 35.*—Sections five and six of the said recited Act shall be and are hereby repealed.

3. *Relief against forfeiture under leases.*—Relief may, at the discretion of the court, and according to the circumstances of the case, be granted against forfeiture for breach of covenant or condition under any lease in all cases (including cases of insurance) in like manner as relief is now granted against forfeiture for nonpayment of rent.

altogether devoid of good results. A correspondent in our last issue pointed out that of late little or nothing has been heard of the Legal Education Association, and he urged what we concur in, namely, that it would be well if the machinery of the society were again set in full swing. The officers of this society, however, like many other organisations of the kind, render *honorary* service, and this being the case, those who subscribe should remember the great sacrifices which such services entail upon those who undertake such offices. We trust that solicitors will keep steadily in view the great importance of giving more than mere pecuniary support to this association, inasmuch as, besides the other necessary reforms which constitute its *raison d'être*, it offers the best medium for securing those changes in connection with the relations between the two branches, the nonfulfilment of which will remain a constant source of just and warrantable irritation and annoyance to every high minded solicitor in the country. To every end there is usually some especially attractive means, and in this matter education affords the means to the end which solicitors must have in view—namely, not to drag down the Bar, but to lift their own Profession to an even higher level than that to which the Bar attained in its palmiest days. The education of the Profession will never rest on a sound and substantial basis until a general school of law, or some institution akin thereto, be established, and it was for such a purpose that the late Mr. Justice Quain bestowed such a munificent gift under his will upon trustees. It is worthy of comment that since the Legal Education Association was founded the Inns of Court have from time to time increased the severity of their examinations, and have increased the inducements offered for successful study; but more remarkable still is the fact that these improvements have usually been ushered in close about the time when Lord Selborne has each session introduced his Bills as before-mentioned. The last instance of this has just occurred, for while only last month Lord Selborne introduced his Bills into the House of Lords—this week the Inns of Court have issued a new programme to Bar students in regard to the study of Jurisprudence and Roman Civil Law.

In another column we publish a letter from a solicitor at Maidenhead, in which he makes so violent an attack upon the Incorporated Law Society as to somewhat weaken an otherwise strong position in regard to the shortcomings of this chief law society of solicitors. Much that our correspondent urges is, we are sorry to say, true enough, while it is evident that as regards some of his complaints, he is not fully versed in the recent work and action of the Council of the Incorporated Law Society. One curious fact is lost sight of. Large numbers of members of the society are continually complaining that the council does not do what it ought to do on this, that, or the other subject, and yet these discontented members never avail themselves of the rules and bye-laws of the society, in order to do through the general body of members, what the council fails to do, and while the members of the council are thus left altogether undisturbed, except by an occasional individual grumble, it is natural enough that they should go in for a "rest and be thankful" policy. It would be a step in the right direction if a committee of members of the society outside the council was appointed to examine and report upon the constitution and government of the solicitors of the Supreme Court in Scotland. We have lately adopted their designation, but the professional and general position of an English solicitor is hardly so good as that of a Scotch solicitor or Writer to the Signet. At the next annual general meeting of the Incorporated Law Society, in July, we should like to see a brisk encounter, with a view to secure the election on the council of some solicitor or solicitors known to have advanced ideas, and the will and energy to carry them into effect, or, at all events, to arouse the whole profession from its present condition of noisy complaining to decisive action. It must not be forgotten, however, that although much remains to be done, the council of the Incorporated Law Society has done more for its members and for solicitors generally than any other organisation, especially during the last three or four years, and this is due, no doubt, in a great measure to the outside pressure which has been brought to bear upon it by the formation of other and local law societies. The position of the council is a difficult one—it has to meet the demands of solicitors of a very modern school, and it has to guard and promote the immediate interest of solicitors throughout the country.

We have received another copy of the prospectus of the "British and Continental Law Society," making the seventh copy we have recently received, two of which we have lately published. Further

publication is useless. Our present correspondent in sending the prospectus says: "I enclose you a paper handed to me by a client of mine, who informs me that he has not only received numerous papers of a similar nature, but has also received letters from the same source, asking him to entrust legal matters of business to him. I leave you to make what use you think proper of these 'specimen' documents."

MR. G. A. HEMMING, a costs draftsman, of London, has forwarded to us a short pamphlet upon the subject of the losses sustained by solicitors through not sending in bills of costs in due course, and as regards party and party, or other costs to be taxed, through not having the same prepared by competent clerks. At the end of the publication we find the following table, which agrees in most respects with that published by us in a recent issue. It is not now usual or necessary however, to annex a copy writ of summons to an affidavit of service thereof on the defendant. The following simple scale may be useful to country solicitors, as showing the proper agency charges for serving an ordinary writ under the new Acts: Copy writ for service (if made by agent), 1s. Service thereof, each defendant, 5s. The masters have discretion to allow an additional fee where extra trouble is occasioned to effect service. Mileage, per mile beyond two miles from agent's office, one way, 1s. Letter, reporting service, 3s. 6d. If writ served by substitution, 3s. 4d. may be charged for each attendance (usually three). When affidavit required of service 5s. Of substituted service (according to length), 1s. per folio drawing and 4d. engrossing. Copy writ to annex, 1s. Paid oath, 1s. 6d. Letter therewith, and with original writ, 3s. 6d.

A GLOUCESTERSHIRE solicitor forwards to us the following circular letter received by a client of his:—

Collector of Rents, Debts, &c., &c. (Address Lower Barton-street, Gloucester, and Newent).—Sir,—I am instructed by Mr. — to apply to you for the sum of £ — due from you to Mr. —, and I now inform you that if the same be not paid to me at once, I shall proceed against you according to the Act. I trust, however, you will deem it prudent to pay the above amount before the day above stated, and thereby avoid the expenses to which you will otherwise subject yourself.—I am, Yours, &c., WILLIAM DUTTON, Auctioneer, Agent, Rent and Debt Collector. Mr. —. Dated this 10th day of March, 1877.

The italics are our own. There is not the least objection, in point of law, to anyone applying for money due to another person, but the threat, "I shall proceed," &c., is really a threat of intention to do that which if done by a person in Mr. Dutton's relative position to the creditor would be illegal.

#### COMMON PLEAS DIVISION.

Wednesday, Jan. 17.

SIMON v. WATSON.

Schoolmaster—Agreement for a term's notice or a term's fees—Pupil's attendance prevented by illness.

The breach of a contract rendered impossible of performance by illness.

Held, not to give a right of action.

DEMURRER.

This was an action by a schoolmaster against the father of a pupil for a term's fees, under an agreement that a term's notice of the pupil's removal from school should be given, or a term's fees paid.

The plaintiff sent the boy home in the middle of the previous term in consequence of illness breaking out in the school. The boy himself was ill; and when the school met again at the beginning of the next term he was still ill, and did not return then or at all.

Boddam, for the plaintiff, cited—*Taylor v. Caldwell* (3 B. & S. 826; 8 L. T. Rep. N. S. 356); *Robinson v. Davison* (L. Rep. 6 Ex. 269; 24 L. T. Rep. N. S. 755); *Benjamin on Sales*, p. 456.

Willis, for the defendant.

DENMAN, J. held that the father not being able to send his son back to school on account of his illness, had a good defence to the action; and gave judgment accordingly.

Solicitor for the plaintiff, Philpot and Son.

Solicitor for the defendant, R. Wood.

Monday, Jan. 22.

SMITH v. THE GREAT WESTERN RAILWAY COMPANY.

APPEAL FROM INFERIOR COURT.

Carrier—Railway company, liability of—Passenger's luggage—Agreement between passenger and porter.

A passenger left his luggage at a railway station with a porter, to be sent after him by omnibus. Part of it was lost.

Held, that the railway company were not liable. CASE stated by the County Court Judge of Kidderminster.

The personal luggage of a passenger by the

defendants' railway was unloaded from a train, and placed on the platform of the station for the plaintiff to claim and remove. There was an omnibus at the station at the moment to take away the luggage, so the passenger requested a porter to take charge of it until one should arrive, and then to send it to a particular hotel. The passenger left the station.

An omnibus arrived, but went away again without taking the luggage. When it returned again, a dressing case, part of the luggage, was missing. The rest of the articles reached the hotel within three quarters of an hour of the arrival of the train at the station.

There was the usual notice that the company would be liable only for goods left in the cloak room, &c.

The County Court judge gave a verdict for the plaintiff, subject to the opinion of the court upon the case.

J. Digby, for the defendants, contended that the contract with the company came to an end when the goods were handed over to the porter. He cited *Richards v. London and South Coast Railway Company* (18 L. J. 251, C. P.); *Butcher v. London and South-Western Railway Company* (4 L. J. 137, C. P.); *Agrell v. London and North-Western Railway Company* (34 L. T. Rep. N. S. 134, in *notis*); *Leach v. South-Eastern Railway Company* (34 L. T. Rep. N. S. 134); *Lovell v. London, Chatham, and Dover Railway Company* (31 L. T. Rep. N. S. 127).

Hugh Neville, for the plaintiff, argued that the duty of the carrier extended over a reasonable time after the arrival of the train at the station, and that the porter by undertaking the charge of the luggage bound the company.

The COURT (Grove and Lindley, JJ.) held that the arrangement between the plaintiff and the porter was confined to themselves only, and did not bind the company; that the passenger chose to accept the responsibility of the porter; and that the company's liability, therefore, ceased. *Verdict set aside.*

Solicitors for the plaintiff, Hunt and Son.  
Solicitors for the defendants, R. R. Nelson.

Monday, Jan. 29.

BEAR v. JONES, DOOWRA, AND PAPILLON.

APPEAL FROM INFERIOR COURT.

Municipal election petition—Sufficiency of description—Error of Burgess roll—38 & 39 Vict. c. 54, s. 1, sub-sect. 2.

Immaterial inaccuracies in the nomination paper of a candidate for a municipal office under the Municipal Election Act 1875.

Held, not to be objection to his return.

THIS was a petition against the return of the respondents Jones and Doowra, as councillors for the borough of Colchester, stated in the form of a special case by order of Denman, J., pursuant to 35 & 36 Vict. c. 60, s. 15, sub-sect. 6, and rule 27 of Michaelmas Term 1875.

The petitioner was nominated as a candidate, and against his name on the Burgess roll for the time being in force, as the "Street, lane, or other place in this parish where the property is situated for which he is now rated" was entered "St. Botolph's House, Magdalen-street." No other name of "Bear" appears on the Burgess roll.

In his nomination paper he is described under the head of "Abode," as of "St. Botolph's House" only. It was objected that this was not a sufficient description.

Eight names were appended to his nomination paper. The fourth name was Henry Ward Graves, the fifth William Bunting. The former on the Burgess roll is described as "Grove, Henry." The objection to the latter was withdrawn. An objection being made to the nomination as insufficient, the defendant Papillon, who was mayor at the time, allowed it; and the respondents, being the only remaining candidates, were declared elected.

A. Wills, Q.C. and Austie for the petitioner.

J. O. Griffiths, Q.C. and J. C. Hannan for the respondents.

LORD COLERIDGE, C.J.—The Municipal Election Act 1875, s. 1, sub-sect. 2, requires that every candidate shall be nominated in writing subscribed, by two enrolled burgesses of the borough or ward, as the case may be, as proposer and seconder, and by eight other burgesses of such borough or ward, as assenting to the nomination. Each candidate shall be nominated by a separate nomination paper, which shall state the surnames and other names of the person nominated, with his place of abode and description, and shall be in the form No. 2 set forth in the 1st schedule to the Act, "or to the like effect." The common sense view of this case is that the description "St. Botolph's House" is perfectly sufficient; and there is no assertion that it is not a sufficient one for all other purposes. Then, again, it is not suggested that the two gentlemen whose names are appended as those of burgesses assenting to the nomination

## LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Societies, as to the several Examinations, as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

THE United Law Students' Society is to be congratulated upon the success which has so far attended the formation of a circulating law library at Clements-inn Hall, Strand. The Honorary Librarian has already received donations to the library fund amounting to upwards of £50, and amongst the donors are the Right Hon. Lord Hatherley, the Right Hon. Sir George Jessel (Master of the Rolls), Mr. Serjeant Parry, H. T. Young, Esq. (President of the Incorporated Law Society), J. P. Benjamin, Esq., Q.C., Sir Henry James, Q.C., M.P. Sir D. Salomons, Bart., and W. Gordon, Esq., M.P. (solicitor). The following, among others, have forwarded legal works for the use of the library—viz., the proprietors of the *LAW TIMES* (26 volumes), Sir George Bowyer, Bart., D.C.L., M.P., Mr. Charley, D.C.L., M.P., and Mr. F. O. Haynes.

THE following lecture is appointed to be delivered in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Thursday, Common Law Lecture, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced. The lectures and classes in Equity and Conveyancing have now terminated.

ARTICLES of clerkship (whether original or supplemental), or assignments of articles of clerkship, dated on any day during April, must be enrolled and registered at the Petty Bag Office on or before the same day in the month of October next, and when articles or assignments are required to be, and are, enrolled and registered on any day during the month of April, they must be produced and entered at the Law Institution on or before the same day in the month of July next. See 6 & 7 Vict. c. 73, ss. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articled students.

WHERE articles expire between 10th Jan. and 15th April, candidates may be examined in January. If between 14th April and 22nd May, candidates may be examined in April; if between 21st May and 2nd Nov., in June, and if between 1st Nov. and 11th Jan., in November: or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination.

MR. DICKINSON, the equity lecturer at the Law Institution, will hold an examination on the subject of his lectures and classes on Friday, the 13th inst., in the Examination Hall, in Chancery-lane; and Mr. Bond, the conveyancing lecturer, will hold a similar examination in conveyancing on Friday, the 20th inst. Subscribers to the several lectures and classes are invited to attend.

**BIRMINGHAM LAW STUDENTS' SOCIETY.** ON Tuesday evening, the 27th March, the above society held its 604th ordinary meeting in the Library Room of the Law Society, Henry Parish, Esq., in the chair. Mr. Hadley moved a resolution for founding an annual prize to consist of books of the value of £3, to be presented at the annual meeting to the student, being a member, who should write the best essay on some legal or jurisprudential subject to be annually determined upon. The resolution was very warmly supported, and carried almost unanimously. A debate then took place on the following point: "A. is the owner of the leasehold interest in a house, and by a codicil to his will, after reciting the lease under which he holds, bequeaths the house and all his estate and interest therein unto B. for all the residue of the said term of ninety-nine years." A. subsequently purchases the freehold and dies without having altered his will or codicil. Does B. take the house in fee simple?" Mr. Shore opened in the affirmative, and was supported by Messrs. Edwards, Crosskey, and Hargreave; Mr. Plant replied in the negative, and was followed by Messrs. Ison and Hadley.

A vote of thanks to the chairman concluded the meeting.

**BOLTON ARTICLED CLERKS' SOCIETY.** THE last ordinary meeting of this society for the present session was held on Wednesday, the 28th March last, at the Bolton Law Society's Rooms, Wood-street. Mr. R. H. Horrocks occupied the chair, and introduced to the meeting C. F. Lumb,

Esq., M.A., LL.B., Barrister-at-Law, one of the vice-presidents of the society, who read a very able and instructive essay on "The Fourth Section of the Statute of Frauds," and in its conclusion referred to the condemnatory remarks on the statute uttered by Lord Chief Justice Cockburn at the recent Devonshire Assizes. This gave rise to an animated discussion of his lordship's opinion, which was extensively commented upon, but the feelings of the meeting were not fully determined, as the matter was not put to the vote.

## BRISTOL LAW STUDENTS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library, Small-street, Bristol, on Tuesday, 20th March. The chair was taken by W. Henderson, Esq., solicitor, and the subject for discussion was "That the Vivisection Act (39 & 40 Vict. c. 77) is not beneficial." The affirmative was opened by Mr. Carpenter, seconded by Mr. Jacques; and the negative by Mr. Millard, seconded by Mr. A. H. Hughes. Messrs. Pease, Daniel, Graham, Cross, Sturge, and Hooper also spoke on the motion, which was lost by a majority of one vote. The usual vote of thanks to the president terminated the meeting.

## HULL LAW STUDENTS' SOCIETY.

THE sixteenth annual general meeting of this society was held at the Law Library on the 27th ult., Mr. A. M. Jackson, solicitor, in the chair. The secretary read the annual report, which was as follows:

Your committee have much pleasure in presenting the following report of the society's proceedings during the session which now closes.

During the session nine gentlemen have been enrolled as honorary members, and thirteen as ordinary members, increasing the number of honorary members to sixty-eight, and the number of ordinary members to thirty-seven. With respect to the numbers of its members the society has never heretofore been in such a prosperous condition, and this is more especially the case with reference to the ordinary members, who at the conclusion of the last session numbered only twenty-eight—a number at that time greatly in excess of any former year. The rapid increase in the ordinary members of the society from ten in the year 1875, to twenty-eight in 1876, and to thirty-seven in 1877, is at once the best evidence of its welfare and the guarantee of its future success.

The inaugural meeting of the society was held at the Station Hotel on the 21st Oct. 1877, and was largely attended by both honorary and ordinary members. After the members had partaken of a tea, at the invitation of the president, a mock trial took place, which in the result was a decided success, inasmuch as it afforded both instruction and amusement to the members. Your committee have to thank the president for his kindness on the above occasion, and for the great interest which he has shown in the welfare of the society throughout the session.

During the session nineteen ordinary meetings (exclusive of the inaugural meeting) have been held, the average attendance at which has been fourteen (the largest attendance being twenty, and the smallest seven) and the average number of speakers seven. As compared with last session this shows an increase of one in the attendance, but a decrease, likewise of one, in the number of speakers. Contrasting the number of ordinary members belonging to the society this session with those of last session, this decrease in the number of gentlemen taking part in the debates is a cause of deep regret, and the more so when it is remembered that the principal object of the society is the cultivation of the art of public speaking.

The evil just noticed has most probably been caused by the invariable absence from the debates of one or more of those gentlemen who have been appointed by your committee to speak at the various meetings held during the session, and having, as a general rule, when so absent, been unrepresented by deputy, in accordance with the regulations of the society. So far indeed has this prejudicial practice prevailed, that on an average one-half of the number of appointed debaters have been absent, and on one occasion it was impossible to discuss the point by reason of the absence of three out of the four gentlemen named to take part therein. Your committee cannot too strongly deprecate this evil practice which is necessarily injurious to the prosperity of the society, and they would draw the attention of members to the fact that the success and consequent usefulness of the society depends not on the exertions of the few, but on the individual perseverance of the many, and would therefore recommend that, in order to abate the mischief before adverted to, each member should not only be regular in his attendance at the meetings, but should also attend prepared to take part in the discussions.

At the meetings of the society the greater part of the debates have been on legal moot points, but several discussions have taken place on subjects of general interest, and on such occasions your committee have to report that decidedly better debates have ensued, a fact to which they beg to draw the attention of the incoming committee.

Your committee announce with pleasure that since the presentation of the last annual report, three members have passed the final examination, and been admitted solicitors, and seven members have passed the intermediate examination.

During the past year the *LAW TIMES* and, by the kindness of J. D. Sibree, Esq., the *Law Journal* have been circulated amongst the members of the society.

The library has been increased by the addition of twelve legal works, and it is satisfactory to announce that the circulation of the books has been greater than in any former year.

The finances of the society are in a satisfactory condition, as will appear from the treasurer's balance sheet,

and your committee recommend the expenditure of a portion of the funds in hand in purchasing books for the library.

Your committee take this opportunity of thanking those solicitors who have with so much willingness presided at the society's meetings to the great advantage of its ordinary members.

In conclusion, your committee hope that the flourishing condition of the society will long continue, and for the maintenance of this they invite the hearty co-operation and exertion of its members, feeling assured that by such means only can the manifold advantages to be derived from the society be secured.

The report was adopted.

The treasurer read his balance sheet, showing a balance in hand of £23.

Officers for the ensuing year were elected. Mr. T. H. West, of 25, Parliament-street, Hall, was elected hon. secretary.

It was resolved that fourteen books should be purchased for the library. Also that the sum of £1 ls. be subscribed to the United Law Students' Society.

Other business having been transacted, the meeting was brought to a close by a vote of thanks to the chairman.

## LAW STUDENTS' DEBATING SOCIETY.

AT the meeting of this society, held at the Law Institution, on Tuesday last, Mr. Gibb, LL.B., in the chair, the question discussed was "Ought capital punishment to be abolished?" Mr. Warrington opened the debate on the negative side of the question, and a most interesting discussion ensued. The question was eventually carried on the side espoused by the opener by a majority of one vote only.

## LEICESTER LAW STUDENTS' SOCIETY.

THE thirteenth meeting of this society, for the session 1876-77, was held in the Law Library, Friar-lane, on Wednesday evening, March 28th, R. Harvey, Esq., in the chair. The subject for discussion was, "Is the establishment of a court in Europe for the settlement of international differences desirable and practicable?" Mr. W. M. Moore opened the debate, and was followed by Mr. Holyoak, Mr. — Moore, and Mr. Hincks. The chairman having summed up the question was put to the meeting, and decided in the negative by a majority of three.

## THE LEEDS LAW STUDENTS' SOCIETY.

IN consequence of Mr. Lawrence Gane's absence, Mr. V. T. Thompson, Barrister-at-Law, presided at the meeting of this society, held last Monday evening. The subject under discussion was—"Can a contract within the Statute of Frauds be wholly waived or abandoned before breach, by a subsequent agreement not in writing?" Mr. Warren opened the case in the affirmative, and very ingeniously took advantage of the wording of the question, to put a case of a contract not in writing under the 17th section of the Statute of Frauds. Mr. Keny supported the negative. *Gowan v. Salisbury* (1 Vern. 240), *Goss v. Lord Nugent* (5 B. & Ad. 58), *Harvey v. Graham* (5 A. & E. 61), *Adams v. Wordley* (1 M. & W. 380), *Buckhouse v. Crosby* (2 Eq. Cas. 82), *Noble v. Ward* (2 Exch. Rep. 136), *Sanderson v. Gress* (L. Rep. 10 Eq. 234), *Emmett v. Dewhurst* (21 L.J. Ch. 497), were amongst the cases cited. A vote was taken of the members present, the majority of whom voted in the affirmative. An unanimous vote of thanks was presented to the chairman at the close of the meeting.

## UNITED LAW STUDENTS' SOCIETY.

THE usual weekly meeting of this society was held on Wednesday at Clements-inn Hall, J. P. Davies, Esq., in the chair. The secretary presented a report of the condition and progress of the society, a portion of which we publish below, after which several business questions were discussed. On Monday next a legal discussion will take place at the Law Institution. At next week's meeting, at Clements-inn Hall, the following question will be debated: "That monasteries and convents should be placed under Government inspection."

## QUARTERLY REPORT OF THE HON. SECRETARY OF THE UNITED LAW STUDENTS' SOCIETY.

I have again the pleasure to present a quarterly report, in which I can speak of the continued prosperity of the society, indeed I doubt whether in any like period since its establishment it has shown greater activity or more usefully or successfully added to the many advantages which it offers to its members.

Twenty-nine new members have been added to our roll since the beginning of this year. Of this number three were elected honorary members, and four were admitted without election, being respectively members of societies in union.

Eleven ordinary meetings have been held, at which the aggregate attendance has been 311, or an average attendance of twenty-eight at each meeting. This, I believe, the highest average yet attained in this society.

I am pleased to say that I am informed by our treasurer that financially the society is in a very satisfactory condition.

in their venerable antiquity. That two systems, essentially conflicting in their natures, should exist side by side, apparently serving no other purpose than to make confusion worse confounded, would appear incredible to an intelligent foreigner. Happily this can be no more. The Queen's Bench Division cannot set its sails by an east wind, and the Chancery Division by a west wind. Where equity and law conflict, the former must prevail. We have arrived, in the nineteenth century, at the point reached a thousand years ago at Rome, that fount of much of modern jurisprudence. The proctor's edict effected indirectly what the Judicature Acts have done directly. The wild dream of the enthusiast is realised: law and equity are fused, fused, at least, as far as legislative enactments can weld them together. What measure of success the attempt is fated to have it is difficult to predict; but the terms of the Act seem so precise and so uncompromising that one cannot well see how its object can be defeated. A fusion of the law judges and the equity judges would have done much to remove any danger of the clause being sent to the wall, as were the feeble attempts at reform in the same direction, contained in the Common Law Procedure Act; but a fusion of judges was, I presume, impossible. Much will depend on the manner in which the courts exercise the power conferred upon them of transferring actions from one division to another. If the Common law divisions confine themselves to actions of ejectment and cases whose necessities will be met by a verdict for debt or damages, the fusion clause will be gradually lost sight of. If, on the other hand, without trespassing on the ground which the Act has left exclusively to the Chancery Division, the common law courts display a readiness to exercise the power they now possess of making such order as the justice of each case shall require, fusion will be an accomplished fact. This consummation might perhaps have been facilitated in two ways. The readiest would have been to discard the terms equity and common law. As denoting conflicting systems of law they are now useless. They never aptly indicated the distinction they were intended to point. The term equity is associated in the minds of laymen, and of many lawyers too, with the notion of natural justice—a justice, of course, it frequently exhibited, but which was the result only of the more liberal views of men and manners taken by the equity judges, and not of anything inherent in the constitution of the Court of Chancery. The term "positive law" ought to be sufficient to embrace the systems hitherto in conflict, now united. Whenever, in argument, it is necessary to refer to the ancient distinction, it would be wise to speak of Chancery law. One other suggestion would, it appears to me, have assisted in making all remembrance of what was, but is no more. Why preserve the names of the courts? Why not speak of divisions A, B, and C? And why not allude to the matters within the respective exclusive jurisdictions as causes relegated respectively to division A, B, and so on? Names that have been associated with certain ideas in the past tend to perpetuate them.

Another alteration in the substantive law springs from its importance and from its justice, and needs some comment. The distribution of a deceased's estate would, not very many years ago, have been for many strictures to which it was equally liable immediately before the Judicature Act. As is well known, each of the five principal kinds of debts—namely, crown debts, judgements debts, specialty debts in which the debtor was bound, specialty debts in which the debtor was not bound, and simple contract debts—had a law of its own and remedies of varying degrees of efficacy. The equality that the common law would, one was entitled to expect, was not a fiction among creditors for valuable consideration. It is certainly illustrative of the equality of our law that this equality was not to be found in our own system. Historical monuments, however, ought not to interfere with the fusion, and the clause of the Act of 1875 providing that in the administration of the estates of deceased persons dying after the commencement of the Act, the same rules as to the order of payment may be in force for the debts under the law of bankruptcy, is a provision that has too long been a source of our admiration as producing a more complete and more satisfactory system of judgment. The measure has been a success. Crown debts, and it is to be hoped, the debts of all creditors, are now in the same position as other

adjective law, and will find their natural place in a subsequent portion of this essay.

I now pass on to view what constitute the leading feature in the Judicature Acts, namely, the important changes that our system of procedure has undergone.

#### Constitution of the Courts.

The constitution of our courts is a subject of much interest, chiefly, however, from the historical thoughts that their origin recalls to the mind. How the *curia regis* gradually resolved itself into the numerous branches we were acquainted with until recently is a matter more for the historian than the jurist; but one may be permitted to digress for a moment to observe the kind of retribution by which the *curia regis* we had lost sight of is restored to its former dignity, under the title of Supreme Court of Judicature, of which the numerous courts are subordinate limbs. The Supreme Court is divided into the High Court of Justice and the Court of Appeal. The House of Lords retains its appellate jurisdiction under a form which shows more distinctly than ever the miserable fiction under which it lingers on. My remarks upon the subject of appeal I reserve for a subsequent portion of this essay. To the High Court is assigned the whole of the original jurisdiction exercised by the Court of Chancery, the Superior Courts of Common Law, the Courts of Probate, Divorce, and Admiralty, Common Pleas of Lancaster and Durham, and courts held under commission of assize. The Court of Bankruptcy, included by the Act of 1875, is left unaffected by the Act of 1875; and there is wisdom in this. The rules of bankruptcy law are so heterogeneous in their nature and in their application, the distribution of insolvent estates requires machinery so peculiar, that it was certainly well to sacrifice somewhat of the oneness aimed at in the original design of Lord Selborne to the additional convenience that seems to ensue from leaving the Bankruptcy Court intact. The court, again, is divided into five divisions, and any judge may sit in a court belonging to any division, or for any other judge. Each division is to entertain any suit and afford any remedy that might have been recognised or applied by any one of the consolidated courts. For convenience sake, however, and perhaps to reconcile the heart of those who cling with affectionate regret to the institutions they have venerated from their first years, the special statutory jurisdiction of the Court of Chancery is confined to the Chancery Division, and matters, formerly exclusively within the jurisdiction of any of the common law courts, are restricted to the corresponding division of the High Court. The power of transfer conferred upon each division will certainly prove a weapon of considerable utility. No suitor, henceforth, after incurring the expense and undergoing the mental strain of taking a case to hearing, will be told that his suit is bad for want of equity, and that he must take refuge in the arms of brother common law; or, worse still, a litigant at law consigned to the tender mercies of equity, a wretched, as it were, to leap from Sylla into Charybdis, because the common law, telling him in one breath he is entitled to relief, informs him, in the other, that he cannot get it there. Even in matters assigned exclusively to a particular division the court may, if it think fit, allow a suitor who has sought relief in the wrong division to continue his action and obtain his remedy therein.

Every action in future will be commenced by writ of summons, calling upon the defendant to cause an appearance to be entered for him. This course presents obvious advantages over the mode always adopted in Chancery of filing a bill of complaint. To do this entailed, almost invariably, a large expenditure of time and labour, and some money, in counsel's fees. The result was a not infrequently bulky document, which often was at once the beginning and the ending of the suit. Every writ of summons must contain an indorsement, setting forth the nature of the plaintiff's claim, and the relief or remedy he considers himself entitled to. In cases of debt or liquidated money demand, the same facilities are afforded for entering final judgment as existed under the Common Law Procedure Act 1852; and, further, the plaintiff may, where a vexatious appearance has been entered, compel the defendant to show the grounds for being permitted to defend; and, in the absence thereof, may enter judgment as though no appearance had been entered. This power has been very extensively used throughout the district registries. Country solicitors unite in praising its efficacy in frustrating attempts to gain time by vexatious appearance.

In many kinds of cases plaintiffs frequently experienced considerable difficulty in determining the exact person against whom they were entitled to redress. In questions of principal and agent this difficulty often proved a fatal stumbling block to the plaintiff at trial. The utmost freedom in joining parties as plaintiffs and defendants is permitted by the Act, and in the first case, in my

principal's office, that was tried under the Judicature Act, the 6th rule, Order XIV. of the Act of 1875, which permits a plaintiff who is in doubt as to the person from whom he is entitled to redress, to join two or more defendants, relieved the plaintiff from very considerable embarrassment. It is, however, in the pleadings in an action that one of the moral salutary reforms effected by the Acts and rules is to be observed. A short review of the various methods of pleading extant before Nov. 1875 will enable us the better to appreciate the vast change our system of pleading has undergone. At common law a plaintiff might declare the common counts and the defendant might plead the general issues. This method had the advantage of meaning almost either nothing or everything. It had the further merit of giving the other side no idea of the cause of action or the ground of defence. It served, too, to inspire juries with the early impression that the case they were sworn to try was a hopeless mystery the very Sphinx could not unravel. For instance, a court for goods sold and delivered might be declared simply to try the question whether two persons were man and wife, or a plea of no guilty in an action for personal injuries against a railway company might mean either that plaintiff was not in the accident at all; that he was in the accident, but was not injured; that the accident resulted from the act of God; or that plaintiff contributed by his negligence.

According to another method of pleading, the allegations set forth a legal conclusion but not the facts, investitive or divestitive, which, in Austin's sense of the word, constitute plaintiff's or defendant's title. Pleading specially, the third method in use among common lawyers, approximated very nearly to the system introduced by the measures we are discussing. It consisted in pleading the facts which, with Austin, we may call the title, leaving the court to attach to them their legal consequences.

In Chancery the pleadings have been narrative of facts, but from the carelessness with which the pleadings were drawn, bills and answers alike set out facts, statements and documents, at the utmost length and with very little regard to their pertinence to the questions at issue. Pity but that in our pleadings we could have imitated the brevity and conciseness we admire so much in those framed by the jurists of Rome—a brevity and conciseness however expressed in a form that sacrificed nothing of the elasticity which was the only merit of our common courts. Now, however, it is provided that "every pleading shall contain as concisely as may be a statement of the material facts on which the party pleading relies, but not the evidence by which they are to be proved." If the object of pleading be what it ought to be, it is surprising to reflect how many years and how much agitation have been needed to arrive at the point we have now reached.

The Acts not only affect the form of pleading, but the matter which may be pleaded. A defendant in any action "may set off or set up by way of counterclaim against the claims of the plaintiff any right or claim. And such set off or counterclaim shall have the same effect as a statement of claim on a cross action, so as to enable the court to pronounce a final judgment in the same action, both on the original and the cross claim. The power of set off thus conferred is as large as can well be desired, and considerably extends the limits within which, by previous statutes and the decisions of the judges, it had been confined. Damages may be set off against debt and debt against damages, and the necessity of cross actions is obviated in all but very rare cases. Hastily premising that ready means of discovery are afforded, and that several considerable alterations with regard to the modes of trial and the adducement of evidence are provided, and regretting that the limits that are imposed by the rules of competition forbid my commenting upon those interesting points more fully, I pass on to what appears to me one of the most beneficial, as it certainly is one of the most daring, reforms we owe to the Judicature Acts. I refer to the institution, throughout the land, of district registries of the high court. These district registries in the great advantages localisation possesses over centralisation, resemble somewhat the County Courts of our Saxon forefathers. The merger of those tribunals in the Superior Courts that gradually arose from the *curia regis*, perhaps freed us from the danger of territorial laws. It may be that to the centralisation policy, to which the ancient County Courts succumbed, we owe that in England, as erst in France, we have not separate provinces acknowledging different systems of law. But now that the vast discoveries of science have swept away the restraints which time and space placed upon the intercourse of man, there is no ground for apprehending that in a country where men so freely and so frequently commingle, the localisation of systems should ensue from the localisation of procedure. The short period during which the district registries have been open to trial has more than suffi-



## BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Derwick-on-Tweed	Friday, June 29	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Bridgewater	Saturday, April 7	P. H. Edlin, Esq., Q.C.	14 days	John Trevor.
Carlisle	Monday, April 9	B. T. Williams, Esq., Q.C.	10 days	John H. Barker.
Dartmouth	Wednesday, April 11	A. Wm. Beetham, Esq.	10 days	William Smith.
Devonport	Saturday, April 7	H. T. Cole, Esq., Q.C., M.P.	10 days	G. H. E. Rundle.
Hastings	Friday, April 13	Robert Henry Hurst, Esq.	Statutory	George Meadows.
King's Lynn	Thursday, April 12	D. Brown, Esq., Q.C.		T. G. Archer.
Nottingham	Tuesday, April 10	Richard Wildman, Esq.		Arthur Wells.
Rochester	Monday, April 9	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Stamford	Saturday, April 21	The Hon. E. C. Leigh	10 days	John Torkington.
Tenterden	Wednesday, April 11	Francis Russell, Esq.		Stephen Weller.
Wigan	Monday, April 23	Joseph Catterall, Esq.		Thomas Heald.

## CITY MAGISTRATES, ROCHESTER.

(Before the MAYOR, N. E. TOOMER, Esq.; ALDERMEN E. R. COLES, F. M. WEBB; W. BELL, and W. P. HAYMEN.)

*Application for a Summons under the Lottery Act.* APPLICATION was made by a Mr. Francis McDonald, agent for the Marlins Tea Company, for an information against Mr. Frank Roberts, of Strood, for an alleged infraction of the Lottery Laws, caused by that gentleman selling "Bonus Tea Packets," which the public was induced to buy through a promise printed on the covers that some of the packets contained threepenny pieces or other coins. The magistrates adjourned the application until to-day, so that the informant might consult a solicitor and point out under what section of the Act he meant the information to be laid.

Mr. J. Hall, a clerk to a firm of London solicitors, appeared and said that Mr. McDonald wished to have the information laid under the 42 Geo. 3, c. 119, ss. 4 and 5. He said that under the 5th section the penalty was fixed, and under the 4th section the course of procedure was pointed out, by which Mr. Roberts was liable to be convicted as a rogue and vagabond.

The Magistrates' Clerk (Mr. J. T. Prall) pointed out to the Bench that sect. 4 did not in any way apply to sect. 5, which enacted a pecuniary penalty, whereas by the Act of 46 Geo. 3, c. 148, all pecuniary penalties in such a case were only recoverable by action at the suit of the Attorney-General before the Court of Exchequer. Sect. 4 did not apply to that at all.

The MAGISTRATES decided that they could not grant the information under these sections.

Mr. Hall then applied for the information under sect. 2, which referred to any person publicly or privately keeping open, or exposing to be drawn by dice, or any other way, any game or lottery, &c., but whilst the Magistrates were considering this application, Mr. Hall received a telegram from London ordering him to withdraw all proceedings.

## BANKRUPTCY LAW.

## BRADFORD COUNTY COURT.

Feb. 6 and March 6.

*Ex parte DICKEN; Re HAMILTON.*

8 & 9 Vict. c. 109, s. 18—Wagering Contracts—Stock Exchange—Gambling.

*Balances due from a trader to a broker for differences upon dealings in stocks and shares, where neither party intend any real sale or purchase, but only payment of differences on gambling debts, are not provable in bankruptcy.* (Grisewood v. Blane, 21 L. J., N. S., 46, C. P.; Nicholson v. Gooch, 25 L. J., N. S., 134, Q. B.; Robson on Bankruptcy, 3rd edit. 251), and securities given by a trader for such future balances are void (Fisher on Mortgages, p. 377, and authorities there cited), and ordered to be delivered to the trustee.

Gardiner for the motion.

West, instructed by Rawson, George, and Wade, opposed.

HIS HONOUR.—This is an application by Henry Dicken, the trustee under the bankruptcy of W. B. Hamilton, trading as W. B. Hamilton and Co., grease and oil manufacturers, a bankrupt, for an order that Edward Smith, of No. 9, Tokenhouse-yard, in the City of London, Esq., do deliver up to Dicken, as such trustee, two several indentures dated 22nd April 1875, and made between the bankrupt of the one part and the said Edward Smith of the other part, affecting a dwelling house and premises, situate and being No. 3, Blenheim-road, Manningham, in the parish of Bradford; and for an order directing Smith to convey the hereditaments comprised in the said indentures respectively unto and to the use of Dicken as such trustee as aforesaid, his heirs and assigns, free from all charge or incumbrance thereon created by Edward Smith, but subject as in the said indentures of 22nd April 1875, is mentioned. And also for an order directing the said Edward Smith and Ed-

ward Burgess Smith, also of No. 9, Tokenhouse-yard, in the City of London, stock and share broker, to deliver up to the said trustee a certain bill of exchange for £380, dated the 22nd June 1875, payable four months after date, and accepted by Hanson Farrar, then of Kirkgate, Bradford, aforesaid, tailor, now a liquidating debtor, and directing the said Edward Smith and Edward Burgess Smith to do all acts necessary for enabling the said trustee to obtain the benefit of any security or judgment held or obtained by the said Edward Smith and Edward Burgess Smith, or either of them, for payment of the said bill of exchange, and for that purpose to use their names in any proceedings or otherwise; and also for an order directing the said Edward Smith to pay to the said trustee the sums of £40 8s. 6d. and £50 10s. 7d., the amount of two dividends received by him under the liquidation by arrangement instituted by the said Hanson Farrar in this court, in respect of a judgment recovered by E. B. Smith and Co., in Her Majesty's High Court of Justice against the said H. Farrar, and to do all such acts as shall be necessary to enable the trustee to receive any further dividends upon the said debt. And that Edward Smith and E. B. Smith may pay the costs of this application. The conduct of the bankrupt in respect of a large amount of debts which, from his statement of affairs presented to his creditors, it appeared he owed to stock and share brokers in Bradford, Manchester, Liverpool, and London, has been made the subject of public examinations before me; and it appeared that, although a small trader, with a capital of not more than £4000 embarked in his business of a grease and oil manufacturer, he had, during the last two or three years, gambled in stocks and shares to the amount (including nominal sales and resales, purchases and continuations) of nearly five millions, and which had resulted in losses which drove him to bankruptcy, and it also appeared that between the month of June, 1875, and Feb. 1876, he had had transactions of that nature with the respondent, Edward Smith, to the amount of about one million and a half, which had resulted in a loss to the bankrupt, up to the 29th Feb. 1876, of £8302 8s. 8d. On the 23rd March 1876, Hamilton filed a declaration of insolvency, and was forthwith adjudicated a bankrupt. The 20th May was appointed as a special day for the examination of the respondents before me, and they came from London in obedience to the summons, but on the day before that appointed for their examination, the respondents, with their solicitor, Mr. Wade, called upon the trustees' solicitor, and then stated that they should not make any claim to prove against the bankrupt's estate in respect of the balance of £8302 8s. 8d. due to them, and they undertook that their solicitor should write to the trustees' solicitor a letter to that effect, and it was then arranged that upon the receipt of such a letter the examination should not be proceeded with. Accordingly, on the 19th May 1876, the respondent's solicitor wrote and sent to the trustees' solicitor a letter of that date, as follows:—"Bradford, 19th May 1876. Dear Sir,—*Re W. B. Hamilton's liquidation.* As arranged at our conference this morning, we beg to say that after consulting with us in regard to their claim against the above estate, Messrs. E. B. Smith and Co. have authorised us to say that they do not propose to make any claim to rank as creditors, and that they abandon any right they may have to claim against the general estate of the debtor. It is understood between us that the arrangement not to claim as creditors does not affect in any way the right of our clients to make the most of the securities which Mr. Edwd. Smith holds for the debt of £1459 5s. 2d. taken over from Messrs. D. and F. Kemp and Co.—We are, dear Sir, yours faithfully, RAWSON, GEORGE, and WADE.—Walter Gardiner, Esq." Upon receipt of this letter the summons for examination was withdrawn, and on attending on the following day for the special purpose of examining the respondents, I was told the interests of the creditors did not require that the examination should take place, as an arrangement had been made, which, in the interest of the creditors, rendered such an examination no longer necessary. It has not been con-

tended before me that the present application is against the good faith of the arrangement come to on the 19th May, or that the trustee is not at full liberty to inquire into and contest the validity, as against the bankrupt and for the benefit of the creditors, of the securities sought to be impeached by the notice of motion; but I think it is very much to be regretted that the arrangement come to on the 19th May was not made final and conclusive as to all questions between the bankrupt, the estate, and the respondents, so as to have rendered this litigation unnecessary. The court, however, being now called upon to decide the rights of the parties in respect of such securities, I am compelled to inquire into the real nature of the transactions, and ascertain, as well as I can, their legal character, and must then determine whether, as between the bankrupt and the respondents, if there had been no bankruptcy, the bankrupt could have obtained against the respondents that relief which the trustee now asks for, it being remembered that in such a case as this the trustee represents the bankrupt, and has no greater right than he would have had if not bankrupt, and can obtain no relief which the bankrupt could not have obtained if solvent. Now the real facts of the case appear to me to be very plain, although on the part of the respondents, and especially the respondent Edward Smith, laboured attempts have been made to mystify them. They are these. The bankrupt, for some time previously to April 1875, had been gambling very extensively in stocks and shares at Bradford, Manchester, and Liverpool, and had not been successful, and at that time he was minded to try his luck on the London Stock Exchange. He became acquainted with Edward Smith, who had formerly carried on business in Bradford, but had gone to London, and appears to have had some connection with persons who engaged in speculative transactions on the London Stock Exchange. Edward Smith was not a member of the London Stock Exchange, and was not qualified to enter into transactions on that exchange in his own name; but, according to his own account he transacted business as managing clerk of a firm carrying on the business of stock brokers under the names of D. F. Kemp and Co., Kemp being a member, it may be presumed, of the London Stock Exchange. The other member or members of the firm (if any), who answered to the "and Co.," were not disclosed. Edwd. Smith states he was not a member of the firm of D. F. Kemp and Co., but that he transacted Stock Exchange business on behalf of the firm, as their managing clerk, and was remunerated according to the result of his operations, but he is careful to state that he was not a partner. He alone attended to and transacted all the business of the bankrupt on the London Stock Exchange in the name of D. F. Kemp and Co. In that business the bankrupt knew no one but Edwd. Smith, and through him alone all the transactions were conducted. In April 1875, after it would seem the bankrupt's operations on the London Stock Exchange had begun to be carried on through the agency of Edwd. Smith, he (Smith), was desirous to obtain from the bankrupt some security for the balance of his account in respect of the transactions he was conducting for the bankrupt on behalf and in the name of D. F. Kemp and Co., and with that view the deeds of 22nd April 1875, to which this motion applies, were prepared and executed. The first of these deeds purports to be made between the bankrupt, described as an oil importer, of the one part, and Edward Smith, of No. 9, Tokenhouse-yard, in the City of London, Esq., of the other part. It is executed by the bankrupt only; it contains no recital; but for a nominal consideration of 5s. paid by Smith, the bankrupt grants to Smith his heirs and assigns the plot of land and the messuages and buildings erected thereon therein described, with the usual general words, To hold unto and to the use of Smith, his heirs and assigns subject nevertheless to an indenture of mortgage dated the 21st April instant, and made between the bankrupt of the one part and Joshua Wade and John Henry Wade of the other part, and the principal and interest moneys thereby secured. And it was declared that the conveyance thereby made to Smith was upon the trusts following, namely, upon trust that Smith, his heirs, executors, administrators, or assigns should in his or their absolute discretion sell the hereditaments either by public auction or private contract, with full power to give receipts to purchasers, and out of moneys to be produced by the sale and the rents and profits in the meantime, pay all costs and expenses, and stand possessed of the residue or the unsold parts thereof for the time being upon such trusts and under and subject to such powers, provisions, agreements and declarations as are or should be declared concerning the same respectively by an indenture already engrossed bearing or intended to bear even date with those presents, and made or intended to be made between the said Edward Smith of the one part, and the said W. B. Hamilton of the other part. This deed

contained a power to Smith to lease for fourteen years at rack rent in possession subject to such covenant as Smith should think proper, the usual indemnity clauses to purchasers, and limited covenants for title; and the deed was duly registered at Wakefield on the 14th May 1875. The second deed, dated 22nd April 1875 purports to be made between the said Edward Smith of the one part and the bankrupt of the other part, each described as in the other deed. It is executed by the bankrupt, not by Smith, nor is it registered. After reciting the deed of even date it states that the thereinbefore recited indenture was made and executed for the purpose of securing the balance of the account then due and owing, and thereafter to become due and owing by Mr. W. B. Hamilton to the firm of Messrs. D. F. Kemp and Co., of No. 9, Tokenhouse Yard, in the City of London, brokers, and it had accordingly been agreed by and between the parties thereto that Mr. Edward Smith should as trustee for the said firm, stand seised of the said plot of land, messuages, hereditaments, and premises, and the money to arise from the sale thereof in pursuance of the power of sale contained in the said recited indenture upon the trust, &c., thereafter contained. It is witnessed that in consideration of the premises it was declared that Smith, his heirs, executors, administrators, and assigns, should stand possessed of the said plot of land, messuages, and hereditaments, and the moneys to arise from the sale thereof under the power of sale contained in the said recited indenture, upon trust until default should be made in payment by the said W. B. Hamilton, his heirs, executors, and administrators to the said firm of D. F. Kemp and Co., of the balance of the money for the time being due and owing from the said W. B. Hamilton to their firm, or some part thereof, for one calendar month after written notice should have been given by or on behalf of the said firm to the said W. B. Hamilton, or left at his place of abode requiring such payment to be made, pay the rent and profits to arise from the said hereditaments to, or allow the same to be received by, the said W. B. Hamilton, his heirs, executors or administrators, but if such default should be made for the space of one calendar month, then the said Edward Smith, his heirs or assigns, should or might sell the said hereditaments in pursuance of the power of sale contained in the said recited indenture of even date, and apply the money to be produced by such sale, and the rents and profits in the mean time, in paying all costs and expenses, including premiums on fire insurance, and apply the residue of the said moneys in or towards satisfaction of the balance of the moneys due and owing by the said W. B. Hamilton, his executors or administrators, to the said firm of D. F. Kemp and Co., on the security of these presents, and the surplus (if any) to the said W. B. Hamilton, his executors, administrators, or assigns. These deeds upon the face of them carefully, and as I think designedly, omit to show the real character of the dealings and transactions between the parties. The bankrupt is described as an oil importer, Smith, as an Esquire, and the firm of D. F. Kemp and Co. (who are not parties to either deed) are referred to as "brokers," between whom and the bankrupt there had been transactions in respect of which a balance of account was then due, and a further balance might become due. *Prima facie*, and without any explanation *alibi*, the deed would appear to be a security for moneys due and to become due from an oil importer to his London broker in respect of the ordinary transactions in business between traders standing in that relation towards each other, and which would be free from all objection as to its legality. From the undisputed facts of the case it is clear that the two deeds were prepared for the purpose of securing the balance due and to become due for differences upon dealings in stocks and shares which were not, and were not intended to be, real transactions of sale and purchase, but mere wagering transactions as to the price of stock and shares on particular days. Was a security for such transaction legal? If not, could the bankrupt have recalled it and demanded its return, and if refused have enforced its return by proceedings in the Court of Chancery. This is the real question, but the respondent, and especially Edward Smith, have tried to avoid that question being raised by setting up a special title in Edward Smith, alleging the following circumstances. He alleges that the account between D. F. Kemp and Co. and the bankrupt as made up to the 14th June 1875, showed a balance due from the bankrupt to D. F. Kemp and Co. of £1459 5s. 2d., and that in the interval between the 14th and 29th June an arrangement was made between him and the firm of D. F. Kemp and Co., by which he took over certain accounts, and amongst others that of the bankrupt, and paid and settled in account that sum with the firm of D. F. Kemp and Co., and became thereby the equitable assignee of the debt, and entitled to the benefit of the securities then held by him as trustee for the said firm of D. F.

Kemp and Co. The bankrupt had no knowledge of this arrangement, or of the alleged payment of this balance by Smith to D. F. Kemp and Co.; but on the 27th June the bankrupt wrote to the firm of E. B. Smith and Co. a letter, requesting that firm to take over his account from D. F. Kemp and Co. This letter was written at the request or with the privity of Edward Smith. The firm of E. B. Smith and Co. consists of the respondent, E. B. Smith, but whether of any other person or persons who make up the and Co. does not appear; but Edward Smith insists he is not a partner in that firm, and that after ceasing his connection with D. F. Kemp and Co., he became the managing clerk of the firm of E. B. Smith and Co., and in that character he conducted all the transactions of the bankrupt with the firm of E. B. Smith and Co. from the month of June, 1875, to the end of Feb. 1876. The bankrupt appears to have been as ignorant of the real relations, whatever they were, of Edward Smith with the firm of E. B. Smith and Co., as he was of E. B. Smith's real relation with the firm of D. F. Kemp and Co. All he appears to have known was that from first to last Edward Smith personally conducted all his gambling operations on the London Stock Exchange, whether in the name of the one firm or the other. Edward B. Smith has sworn that the balance of £1495 5s. 2d., now claimed by Edward Smith as his separate debt in the character of equitable assignee of D. F. Kemp and Co., was handed to him by Edw. Smith for collection. If as between these two persons that allegation is correct, then, as it is not pretended that the bankrupt had any knowledge of that fact, and as E. B. Smith and Co., with the privity of Edw. Smith, accepted and acted upon the request of the bankrupt contained in his letter of the 27th June, and treated the debt of £1459 5s. 2d. as a debt due from the bankrupt to E. B. Smith and Co., and an item in the subsequent account between them, that debt, as a separate debt, has been discharged by the subsequent dealing, and cannot now be recalled into separate existence, and must be treated as part of the ultimate balance of £8302 8s. 8d., which has been abandoned as a claim against the estate of the debtor, and as between Edw. Smith and E. B. Smith and Co., assuming that, as alleged, they are separate parties (and I conceive I am not called upon to say whether I believe the allegation or not), that debt of £1459 5s. 2d., treated as the separate debt of Edward Smith handed to E. B. Smith and Co., for collection has with the knowledge and privity of Edward Smith, been, as against the bankrupt, collected long ago; and Edward Smith, for aught that appears to the contrary may (if so entitled as against E. B. Smith and Co., as his agent), call upon them for payment of that sum. I am of opinion, therefore, that the claim of Edward Smith to retain the deeds of 22nd April 1875, as a security for the repayment of the £1459 5s. 2d., as the equitable assignee of that debt, as a debt due to D. F. Kemp and Co. from the bankrupt, fails altogether. I am of opinion that with the privity, if not by the direction of Edward Smith, that debt of £1459 5s. 2d. (if really due to Kemp and Co.) was transferred to and became an asset of E. B. Smith and Co., and that as between that firm and the bankrupt, the debt was by the subsequent dealings carried on by Edward Smith himself in the name of the firm of E. B. Smith and Co. with the bankrupt, as shown by the accounts, been extinguished upon the principle of *Clayton's case*, which in my opinion applies to the transactions treating the dealing subsequent to June 1875, as dealings between the firm of E. B. Smith and Co. and the bankrupt, with the privity of Edward Smith. But apart from, and independent of this view of the case, I am of opinion that though the deeds of 22nd April 1875, have been skillfully prepared so as to be good upon the face of them, yet, as the purpose for which they were prepared is now made manifest, they were void in their inception as securities given for the payment of what might be due thereafter upon gambling transactions. The relief therefore asked for by the notice of motion as to the deed of 22nd April 1875 must be granted. As to the acceptance for £380 given by Farrar, that stands upon the same footing. Edward Smith, in his examination before the registrar, says he claims to hold it as equitable assignee of Kemp and Co.'s debt. That debt, if it ever existed, has (with Edward Smith's privity) been extinguished, and forms part of the balance of £8302 5s. 2d., which has been abandoned as a debt provable against the estate; and that acceptance was therefore taken and held by Edward Smith without value, or the consideration has been satisfied by the subsequent extinguishment of the debt by means of the subsequent dealings between the bankrupt and E. B. Smith and Co., with the privity and under the direction of Edward Smith. It appears that Edward Smith, as the holder of the bill, afterwards brought an action against the acceptor, and recovered judgment (suing in the name of E. B. Smith and Co.), and proved in his own right under the liquidation

proceedings against Farrar. The acceptor treating a judgment recovered in the name of E. B. Smith and Co. as his own debt. It is possible that this proceeding may have been according to the truth of the case, and that Edward Smith may have been the same as E. B. Smith and Co., but I do not consider it necessary to solve the question, or penetrate the mystery, or look behind the veil, if there be one. It is enough to say that the judgment upon the acceptance has been recovered in the name of E. B. Smith and Co., by the act of Edward Smith himself, and that he cannot claim the benefit of that judgment, or the proof made upon it as against the bankrupt or the trustee as representing him, and the sums Edward Smith has received by way of dividend upon the proof must be treated as money received to the use of the debtor, and must be paid to the trustee. The cases of *Grisewood v. Blane* (21 L. J., N. S., 46, C. P.) and *Nicholson v. Gooch* (25 L. J., N. S., 134, Q. B.) establish that upon a sale of shares, where none are delivered or intended to be delivered, as was the case here, but differences only are intended to be paid, the case is a wagering transaction, and void under 8 & 9 Vict. c. 109, s. 18, and any security given for money to become payable upon such transaction would be void, and ordered by a court of equity to be delivered up to be cancelled: (See *Fisher on Mortgages*, pl. 377, and the authorities cited, note t.) The laboured attempt of the respondents in this case to put a false colour on the transaction as well as the character of the transaction itself makes it the duty of the court to order that the respondents pay the costs. When acting under advice the respondents deliberately abandoned their claim to prove against the bankrupt's estate for the £8302 5s. 2d., and thereby saved themselves from submitting to a public examination as to their dealings with the bankrupt, the court might reasonably have expected that such a claim as now set up by Edward Smith to be regarded as equitable assignee of the item of £1459 5s. 2d. as an existing debt due to D. F. Kemp and Co., would not have been attempted, because it has made it the duty of the court to inquire into and consider the character of transactions, which, considered as transactions of an insolvent trader, are unparalleled (in this court at least) in their enormity as offences against fair trading and commercial honesty—the extent and nature of which benevolent patriots are unwilling to believe.

## LIVERPOOL COUNTY COURT.

Thursday, March 20.

(Before PERBONET THOMPSON, Esq., Judge.)

Re CHESTERS.

Bankruptcy Act 1869, rule 262—Appointment of receivers.

THIS was a question as to the jurisdiction of the court to remove a receiver of its own appointment in favour of one chosen by a majority in value of the creditors. The debtor was a costumer in West Derby-road, Liverpool, and his creditors principally were Manchester warehousemen. On the debtor presenting his petition he, in conjunction with a creditor, made application for a receiver to protect his property, there being an execution on the premises, and Mr. Bolland was chosen, and upon his personal undertaking to be answerable in damages the court restrained the execution. Immediately afterwards the Manchester creditors nominated a Mr. Hunt, of their city, receiver, and applied to the court to confirm the appointment.

HIS HONOUR ruled that the creditors' right to nominate a receiver arose only where the court had not appointed a receiver, and accordingly refused to displace its own receiver.

From that decision an appeal was made to the Chief Judge, but he, without expressing any opinion on the question, remitted it the court below, on the ground apparently that it was not ripe for his decision, although the whole matter had there been fully discussed.

Atkinson, of Manchester, now appeared, and argued that the policy of the Act was to hand over to creditors the management of their debtors' property, and although there was some inconsistency in the rules on the point of substituting the creditors' nominees for its own receiver the court ought to give effect to the wishes of the creditors.

Seddon Smith, for Mr. Bolland, the receiver appointed by the court, contended that where it had appointed a receiver the creditors' right to nominate one was gone; but assuming it was not, their nomination required the confirmation of the court, and it would be an anomaly for the court to displace its own nominee for that of the creditors without some good and sufficient cause. Here the gentleman proposed was a Manchester accountant, and could it be said that a small estate in Liverpool could be better protected by him than a gentleman living on the spot? Further, the creditors, since the matter was originally before

the court nearly two months ago, might have vested the property in their own accountant, but they had declined to exercise their right, and were therefore entitled to no consideration. A receiver was a mere creature appointed to protect the estate; and so long as he discharged his duty faithfully the interests of the creditors were preserved. Their time for action was at the first meeting, when, irrespective of the court, they could appoint whom they thought fit to administer the estate. The present application was one made purely in the interest of the Manchester accountant, and he should resist it to the utmost, as if acceded to it would tend to encourage a system of touting which had brought discredit upon the present Act, and for which the proposed Bankruptcy Bill had provided a remedy.

His HONOUR, after taking time to consider the question, delivered judgment as follows: This is a renewed application on behalf of certain creditors of the debtor for an order to substitute their nominee, Mr. Hunt, an accountant, of Manchester, as receiver of this estate, in the place of Mr. Bolland, an accountant in Liverpool, the receiver appointed by this court at the commencement of the proceedings. The application is made under the last clause of rule 262 of the Bankruptcy rules 1870. That rule provides that a trader shall state in his petition the estimated amount of the debts owing by him to his creditors; and where no receiver or manager has been appointed by the court, a majority in value of such creditors may nominate and appoint a receiver or manager. Then follow further provisions, not material to the present question, except so far as they contain indications of the rule having been drawn with reference to draft rules differing from the rules as they now stand. I refer to the words "such nomination paper," no nomination paper having been previously mentioned or provided for, and the words "according to the form in the schedule"—there being no such form in the schedule referred to. After which the rule ends with the direction that "if any receiver or manager has been appointed by the court, the nominee of the creditors shall be forthwith substituted in his place, and the court shall order accordingly." Now it is to be observed that neither the rules nor the statutes contain any provision for the nomination by the creditors of a receiver where a receiver has already been appointed by a court; but if the words under consideration are to be taken as empowering the creditors to nominate another receiver to be substituted in the place of the receiver already appointed by the court, then I think that in the absence of any provision empowering a portion of the creditors to bind the whole body of creditors, instances of which are found in this rule, and in sub-sects. 7 & 8 of s. 16 of the statute of 1869, where a majority in value of all the creditors, or a majority in value of the creditors present personally, or a majority in number and three-fourths in value of the creditors present have respectively the power of binding the whole body—the nomination ought to be by the whole body, and not as in the present case by a portion only. But if, notwithstanding the apparently imperative words of the provision, the court is to be allowed to exercise a discretion as to the application of the provision, I think it inexpedient in the present to make the substitution asked for. It was admitted on the argument that no exception could be taken to Mr. Bolland's fitness for the office of receiver. From his appointment on the 20th Jan. to the present time, he has had possession of the estate, which is in Liverpool, and, as Mr. Hunt lives in Manchester, if he were to be substituted for Mr. Bolland, his necessary visits to this town of Liverpool would entail considerable additional expense, without the slightest compensating advantage. Under all the circumstances, I think it right to refuse to accede to the application for the displacement of Mr. Bolland.

#### SALFORD COUNTY COURT.

Wednesday, March 21.

(Before Mr. J. A. RUSSELL, Q.C., Judge.)

Re JAMES IRVING.

Bankruptcy Act 1869, sect. 96—Examination of debtor—Default on part of debtor.

Cobbett appeared for the bankrupt.

Storer for the trustee.

Cobbett said the circumstances under which the matter came before the court were as follows: The petition was filed on the 18th July 1876, and at the first meeting of creditors the ordinary resolutions were passed, and also a resolution for liquidation by arrangement. It was further resolved that the debtor be granted his discharge upon the trustee and committee of inspection certifying to the court that such discharge should be granted. On the 30th Oct. the debtor was accordingly discharged, on the recommendation of the committee and the trustee. But on the 2nd, in the present year, the trustee, Mr.

Kerr, made an application in writing to the court, asking that a summons might be issued for Irving to come before the court for examination. Upon that application the summons was issued, but he (Mr. Cobbett) recommended the bankrupt to decline to answer any questions upon the following grounds: Mr. Kerr in his affidavit said he was informed and believed that the debtor had not disclosed to him, as trustee, the whole of his estate and effects, nor the whole of his books, papers, and documents. Mr. Kerr also said that he believed the debtor, after filing his petition, or within a short time of it, received debts which he had not accounted for, and that he believed the debtor ought to be summoned in the interest of the creditors. He (Mr. Cobbett) submitted that the application made by Mr. Kerr must state shortly the facts upon which it was grounded, which it did not do, and that it must not simply state the conclusions drawn from facts which were not stated. The 96th section of the Bankruptcy Act, under which the summons was taken out, showed that the court might, on the application of the trustee, at any time after the order of adjudication, summon before it the bankrupt and his wife. This had to be read with the 171st rule, which said that every application to the court under sect. 96 should be in writing, and should state shortly the grounds upon which the application was made. The rule went on to say that where the application was not made on behalf of the trustee the grounds upon which it was made should be verified by affidavit. That, he (Mr. Cobbett) contended, meant that where a trustee made the application it should be sufficient if he certified facts to the court; but that where it was made by any other person it must be certified by affidavit. It was not sufficient for a trustee, after a man had received his discharge, to come and state certain conclusions which he had drawn from facts not revealed by him to the court, and to ask the court to issue a summons to bring him up for examination. There was a very good reason why the facts should be stated to the court, for it could then judge whether the application was frivolous or substantial. He cited the case of *Harding v. Smith* (9 Jurist, p. 777), and the judgment of Lord Westbury in the case *Ex parte Alexander* (32 L. J. 5, Ch.), in which his Lordship said that it was intolerable that upon mere abstract statements of supposition or suspicion people should be summoned before a court. The rule in force at the time of Lord Westbury's judgment was amended in the Act of 1869, and extended to the bankrupt himself, as well as to third persons. Mr. Cobbett further argued that until the trustee had asked the debtor for the information he wanted, and had been refused, there was no authority in the court to issue a summons or to bring the debtor up and have him examined. In support of this contention he cited the case of *Bennett, ex parte Glave* (L. Rep. 1 Ch. D. 315).

His HONOUR said the last case cited seemed to him to cover the ground entirely. The important part of it was that a debtor had a right to be heard on the summons. A person could not come to the court and get an order against a debtor to appear for examination without his having had an opportunity of being heard. The court must determine whether he had been guilty of default before it could issue a process against him.

Storer contended that this was contrary to the ordinary practice; but after a lengthened argument, his Honour decided that he was bound by the case cited by Mr. Cobbett, and remitted the matter to the registrar (Mr. Hulton), who sat for the purpose of hearing the affidavits filed in support of and against the summons, and also to decide whether the bankrupt had made default.

After hearing the arguments, the registrar said that if all the affidavits had been before him at the time he should not have granted the summons, and that there was no evidence of the debtor having made default. The summons was therefore dismissed, with an order for the costs of the first application.

#### MERCANTILE LAW.

##### NOTES OF NEW DECISIONS.

**GUARANTEE—SEPARATE PAYMENTS—GIVING TIME IN RESPECT OF ONE PAYMENT—DISCHARGE OF SURETY.**—Where a surety guarantees a series of payments to be made at stated periods, if time is given to the principal debtor in respect of one payment by a binding agreement, the surety is discharged from liability in respect of that payment, but not in respect of future payments. Defendant was surety under a bond for payment by D. to plaintiffs of money becoming due under a contract by which payment was to be made within the first fourteen days of each month, unless plaintiffs by writing signed by their secretary allowed a longer time. D. made default in one payment, and after the fourteen days had expired plaintiffs' secretary wrote to D., enclosing a pro-

missory note payable one month after date, and stating that if he signed it time would be given. D. signed and returned the note. Held (affirming the judgment of the Common Pleas Division), that time had been given to D. in a manner not within the agreement, and therefore defendant was discharged as to the payment for which time had been given. Held (reversing the judgment of the Common Pleas Division), that defendant was not discharged as to the subsequent payments: (*Croydon Commercial Gas and Coke Company v. Dickinson and Pollard*, 36 L. T. Rep. N. S. 135. Ct. of App.)

#### MARITIME LAW.

##### NOTES OF NEW DECISIONS.

**COLLISION—RULE OF THE ROAD—SHIP IN STAYS.**—When a vessel in tacking misses stays, she is bound to manœuvre in such a way as to come under command again as soon as possible, so as not to embarrass an approaching vessel by remaining in an unmanageable condition. A vessel on the starboard tack close hauled approaching another apparently on the port tack, is, nevertheless, bound to keep out of the way, so soon as she ascertains the other vessel is unmanageable and unable to obey the ordinary rule of the road at sea. *Semble*, when a vessel is in stays or unmanageable, it is her duty to apprise an approaching vessel of the fact: (*The Lake of St. Clair v. The Underwriter*, 36 L. T. Rep. N. S. 155. Priv. Co.)

**CONSIGNMENT—SHIPPING—REFUSAL TO ACCEPT—MEANING OF "TO BE SHIPPED"—DATE OF BILL OF LADING.**—Defendant bought of plaintiff 600 tons of rice, to be shipped during the months of March and April, per *Rajah of Cochia*. The 600 tons were in 8200 bags, only fifty of which of which were put on board in March, the rest being shipped in February, whereupon defendants refused to accept: Held (reversing the decision of the Court of Queen's Bench), that this case was undistinguishable from *Alexander v. Venderne* (L. Rep. 7 C. P. 530), and that there had been no breach of the contract to ship the goods: (*Shand v. Bowes*, 36 L. T. Rep. N. S. 161. Ct. of App.)

**CHARTER FOR A STATED TIME—DETENTION BY ORDER OF BOARD OF TRADE—REFUSAL OF CHARTERER TO ACCEPT.**—The charterer of a vessel chartered for a specified time, commencing on a named day who cannot have the vessel on the day agreed on, is entitled to cancel the charter. The plaintiff chartered a vessel of the defendant for twelve months from a named day; the vessel was detained by the Board of Trade for repairs, and was not ready for the plaintiff until two months after date. Held (affirming the judgment of the Queen's Bench Division), that time was the essence of the contract, and that the plaintiff was entitled to repudiate the charter: (*Tully v. Howling*, 36 L. T. Rep. N. S. 163. Ct. of App.)

**COLLISION—DAMAGE—DOCK MASTER'S AUTHORITY.**—NEGLIGENCE OF PERSON IN CHARGE OF THE SHIP.—When a vessel enters docks with the permission and under the general directions of the dock master, and within the space over which his authority by statute extends, those on board of her are bound to use diligence and care to carry out the directions of the dock master in such a manner as to avoid doing damage to other vessels: (*The Cynthia*, 36 L. T. Rep. N. S. 184. Adm. Ct.)

#### COUNTY COURTS.

##### BLOOMSBURY COUNTY COURT.

Monday, Feb. 26.

(Before G. LAKE RUSSELL, Esq., Judge.)

COSFORD AND OTHERS (trading as THE VIGO BRICK AND TILE COMPANY) v. THE GREAT NORTHERN RAILWAY COMPANY.

Common carriers—Special contract—Owner's risk—Principal and agent.

Hensman for the plaintiffs.

Harmsworth for the defendants.

In delivering judgment in this case, which was heard on the 26th Jan., His HONOUR said: The plaintiffs in this case are the Vigo Brick and Tile Company, carrying on business at Northampton, and they sue the Great Northern Railway Company for £49 6s., for damage done to certain goods, a spur wheel, entrusted to the defendants as carriers, to carry from Boston to Northampton. In July last, the plaintiffs wanting a spur wheel, to replace one in some of their machinery at Northampton, gave an order to Messrs. Tuxford, the well-known implement manufacturers at Boston, to make it. The wheel was made by them, the price being £49 6s., and it was delivered by Messrs. Tuxford to the railway company at the Boston station about the 23rd Aug. last, and a proper officer of the company signed what is called, I believe, a delivery note, a copy of which



tators to laugh at better men than themselves? Does it put itself foremost in the agitation for uniting the two branches of the law, and for opening to solicitors a reasonable avenue of advancement? Can we find out that it even protests against the wrong done to us when the "solicitorships" of the State department are given not to solicitors but to barristers? Has it, in fine, done—is it doing—will it ever do, any one act which entitles it to the respect and support of the great body of the solicitors of the Supreme Court?

J. J. BRITTON.

Maidenhead.

**PRESSURE ON THE SUPERIOR COURTS.**—That something must shortly be done to relieve the pressure on the Superior Courts is admitted, but what that something shall be is less easily determined. One new judge is to be appointed (there was a rumour that seventeen new judges were required) with, or without, a staff, at chambers; but the addition of one judge to the judicial body is obviously inadequate to supply the want which still continues. In truth, "the block" is more likely to increase than diminish just in proportion as the Judicature Act becomes more efficient in its operation. The difficulty of the situation seems to be that the immediate success of that Act must infallibly lead to its ultimate failure, because, if the object of its promoters be accomplished, and litigation be rendered simple and inexpensive, it must necessarily be largely augmented, and will thereby get beyond our present judicial strength. This is what in a certain measure has already occurred, and hence "the block." In this state of things the obvious remedy is that recommended by the commissioners prior to the passing of the Act, and which was, it is believed, in accordance with the views of the great lawyer and statesman who now occupies the woolsack, viz., the partial or entire localisation of actions and suits. That this natural and plain course has not been pursued long ago can only be accounted for by the tenacity with which we adhere to our ancient usages until compelled perforce to abandon them. The system of localisation has prevailed throughout Europe for more than a century, to the satisfaction of all classes, and there is no good reason why it would not work equally well in this country. So far as they have been tried, the County Courts have exercised the extended powers conferred on them since 1845 with complete success. From the returns supplied to Parliament for the year 1876, the number of plaintiffs were 878,493, exclusive of equity and bankruptcy. The amount sought to be recovered was £2,817,449. Of this enormous number 17,305 were for sums exceeding £20, in every one of which the parties were entitled *ex debito iustitiae* to appeal; and no doubt in a great number of the cases where the sum in dispute was below £20, the judges, if required, would have granted a case, yet the total number of appeals amounted to no more than 49. These figures show unmistakably that the extension of the jurisdiction of these local courts has worked thoroughly well and has conferred a great benefit on suitors. The Bill now before Parliament, introduced by Sir Eardly-Wilmot himself, formerly an experienced judge, affords an admirable opportunity for the further extension of this principle, and in a way that seems quite unobjectionable. The Bill is at present meagre, *simplex munditiis*, containing no preamble and only one clause, which authorises a plaintiff to sue in the County Court, whatever be the amount of his claim, reserving to the defendant the right to have the plaint removed to the Superior Courts on his giving security for the extra costs. As the law stands the plaintiff may do this at present, if the defendant consent; but the "if" mostly proves an insurmountable barrier, as the defendants never do consent, trusting to the chapter of accidents to avert the threatened litigation, rather than by consenting to rivet it upon themselves. Yet the advantages of localising the action are immense, especially to the unsuccessful party on whom the burden of costs ultimately falls. In addition to the ordinary costs, consisting of court fees, advocate's fees, &c., there are the costs and charges of witnesses, and these are enormously aggravated when the trial is removed and may be hundreds of miles from the place where parties and witnesses reside. Even at the assizes it is no uncommon event for witnesses to be detained several days, all which time they must be paid and maintained at the expense of the party who requires their evidence. It is no exaggeration to say that all this delay and expense, or nearly all, are spared where the action is tried in the neighbouring County Court. I have already trespassed too far on your indulgence to examine further into this point at present, but with your permission I will endeavour in a future letter to furnish you with a few statistics which, if I am not mistaken, will satisfy you of the deep interest the public have in the localisation of action and suit.

ONE ACQUAINTED WITH LOCAL COURTS.

**COUNTY COURT SCALE OF COSTS.**—In the February number of the *County Courts Chronicle*, and in the *LAW TIMES* of Feb. 17 last, page 285, a County Court case of *Brown v. Dodds* is reported, in which the scale of costs directed to be framed by the 8th section of the County Court Act 1875, is judicially impugned by the judge of the Sunderland County Court as *ultra vires*, and not to be followed because it overrides the express provisions of the 91st section of 9 & 10 Vict. c. 95. In the next number of your journal kindly insert this letter, in which the scale of costs is ministerially supported as *intra vires*, and to be relied on because it is framed under the express provisions of the County Court Acts 1875, and is in conformity with the provisions of the County Court Act 1846. It is an Easter offering made in and for the general interest of the Profession which you represent and watch over in all its branches. The following are the allegations of *ultra vires* that the scale is charged withal: That it professes to get rid of the provisions of the 91st section of 9 & 10 Vict. c. 95. That the committee of judges have provided in the scale for fees to counsel, where less than £5 is recovered, and made professional costs to depend upon what the plaintiff chooses to claim and not on what he recovers. With regard to the first of these charges it will be seen on reading the scale, that so far from professing to get rid of the provisions of the 91st section of 9 & 10 Vict. c. 95, it actually imports the same into its wording and adopts the very fees prescribed thereby, and declares the same to be applicable and allowable as well between party and party as between a solicitor and client. In respect of the second and twofold charge, it would appear that the judges who have from the first entertained doubts in respect of the scale, and now make or concur in the making of these charges of *ultra vires*, do not know the contents thereof, and that their examination of the scale has been most unsound. For the first part thereof is entitled "A scale of costs and charges to be paid to solicitors in actions under £20, as well between party and party as between solicitor and client," and fees to counsel are not nominated in this first part of the scale, and each gradation in the first part of the scale has a prefix, or heading thus: "In actions where the amount recovered exceeds 40s., and does not exceed £5, or exceeds £5 and not £10, or exceeds £10 and not £20." And the judges cannot find the name of counsel, or the nomination of counsel's fees, in this first part of the scale: or that professional costs are made to depend on the amount the plaintiff chooses to claim; it is not in the scale. But, on the contrary, fees and costs are only allowed in actions where the amount recovered exceeds 40s. and not £5, £5 and not £10, £10 and not £20. So much for the accuracy of the charges of *ultra vires*. They should only have been made on grounds more relative than these. For the latter two have no existence in fact, and the first which remains will, it is hoped, be dispelled by the decisions, arguments, and observations yet to be advanced in support of the scale, as being both in its origin and formation *intra vires*. In this behalf, attention is directed to the 8th section of the County Court Act 1875, which expressly enacts, "That the judges of the County Courts appointed, or to be appointed from time to time, to frame rules and orders for regulating the practice of the courts and forms of proceeding therein, under the 3rd section of the County Court Act 1836, shall be empowered to frame a scale of costs and charges to be paid to counsel and attorneys with respect to all proceedings which are now, or shall hereafter be authorised to be taken in such courts, and from time to time to amend such scale, and such scale or amended scale certified under the hands of such judges, or any three or more of them, shall be submitted to the Lord Chancellor, who, from time to time, may allow or disallow, or alter the same, and the scale or amended scale so allowed or altered, shall or from a day to be named by the Lord Chancellor be in force in every County Court." In pursuance of which the committee of judges have framed the consolidated orders and rules for regulating the practice of the courts, and the forms of proceeding therein, and also a scale of costs and charges to be paid to counsel and attorney with respect to all proceedings which are now or shall hereafter be authorised to be taken in such courts, and the same has been allowed by the Chancellor, and from the 2nd Nov. 1875 it has been in force in all County Courts. And the appropriate formation abundantly appears in the accurate language employed in the headings and items of the Scale, e.g., the first heading is, "In actions where the amount recovered exceeds 40s., and does not exceed £5." And the first item is, "Instructions for and preparing particulars of demand for an ordinary summons (such particulars to be signed by the solicitor), and attending and entering plaint, 3s." And seeing that parti-

culars of demand are one of the forms prescribed by the Consolidated County Courts Order, Rules and Forms of 1875, and required on the institution of an action or proceeding in a County Court, and the same is preliminary to and independent of the appearing and acting in court (which is provided for by the Act of 1846), and 3s. costs is allowed to an attorney with respect to such proceeding, which is now authorised to be taken in such courts; it is submitted that such first item, and the fee allowed is clearly *intra vires*, and expressly authorised by the 8th section of the Act of 1875. The second item is "Attending or acting in court" (9 & 10 Vict. c. 95, s. 91). This fee is authorised and prescribed by the 91st section of 9 & 10 Vict. c. 95, and it is proposed to set out every clause thereof *seriatim* interspersed with such legal decisions as have been pronounced thereon; and such observations as may tend to elucidate and assist the construction thereof. In the first clause it is enacted that, "No person not being an attorney admitted to one of Her Majesty's superior courts of record shall be entitled to have or recover any sum of money for appearing or acting on behalf of any person in the said court. And no attorney shall be entitled to have or recover therefor any sum of money, unless the debt or damage claimed shall be more than 40s., or to have or recover more than 10s. for his fees and costs, unless the debt or damage claimed shall be more than £5, or more than 15s. in any case within the summary jurisdiction of this Act." This clause of the section was first judicially construed by the Court of Queen's Bench in *Re Clipperton* (12 Jur. 1044, and 12 Q. B. 168, when Lord Denman, C.J., Pattison, J., Wightman, J., and Erle, J., were of opinion that the Legislature did not intend to make any distinction between an attorney's right to recover from the opposite party, and from his own client. It was again construed by the Court of Common Pleas in *Re Goodman* in the case of *Keighley v. Goodman*, where Wilde, C. J., Colman, J., Maule, J., and Cresswell, J., held that the fees and costs prescribed thereby were limited to appearing or acting in court, and did not apply or extend to preliminary or subsequent work done out of court; and that such work was properly and fairly recoverable against the client. And this holding was followed by the Court of Queen's Bench in *Re Toby* (12 Q. B. 16). The second clause of the section prescribes the fee to be allowed to barristers thus: "And in no case shall any fee exceeding £1 3s. 6d. be allowed for employing a barrister as counsel in the case." This clause allows only one absolute and arbitrary fee of £1 3s. 6d., and no mention is made of the case in which such fee is to be allowed except in the third and last clause, which is a general one, thus: "And the expense of employing a barrister or an attorney, either by the plaintiff or defendant, shall not be allowed on taxation of costs in the case of a plaintiff where less than £5 is recovered, or in the case of a defendant where less than £5 is claimed, or in any case unless by order of the judge." This clause is a general one for subjecting the allowance of the expense of employing a barrister or an attorney to the order of the judge. But as it mainly relates to the barrister, and for the first time prescribes the alternative cases in which his fee may be allowed, and the language of the concluding part of the clause is not "or in either case," which might have limited the attorney to the same cases, and the expression being "or in any case," apparently contemplates and refers to the prior cases in which the attorney's fees were already prescribed, it may be supposed that the intention was only to control the same by the order of the judge, and not to preclude the allowance of such fees in the cases prescribed. And in confirmation thereof the decision in *Re Clipperton* is again referred to in respect of the nature and intention of this clause. For the Court of Queen's Bench were of opinion "that the costs intended to be allowed between party and party in regard to attorneys are all such costs as such attorneys are entitled to recover from their clients, and that the latter part, which requires the order of the judge for the allowance of such costs, as between party and party was meant as a further check against the unnecessary employment of attorneys, but does not limit and control the preceding part of the section," which prescribes the fee of 10s. in the case aforesaid. All the three clauses have now been set out in order, and with the punctuation employed in the 91st section, and on reference to the section it will be seen that such clauses are disjunctive and independent clauses, and since it has been held that the last clause does not limit or control the preceding parts of the section, it would appear that the expense of employing a barrister or an attorney, at the fee and in the cases specified, are as of right in the case of a plaintiff, where not less than £5 is recovered; and in the case of a defendant, where not less than £5 is claimed, and as of grace in respect of the attorneys in cases where the debt or damage claimed exceeds 40s. and not



## THE COURTS AND COURT PAPERS.

## EASTER SITTINGS FOR APRIL.

## Court of Appeal.

At Lincoln's-inn and Westminster.

Tuesday .....	April 10	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Wednesday .....	11	Appeals
Thursday .....	12	Bankruptcy appeals and other appeals
Friday .....	13	Appeals
Saturday .....	14	Ditto
Monday .....	15	Ditto
Tuesday .....	16	Ditto
Wednesday .....	17	Ditto
Thursday .....	18	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Friday .....	19	Bankruptcy appeals, and other appeals
Saturday .....	20	Appeals
Monday .....	21	Ditto
Tuesday .....	22	Ditto
Wednesday .....	23	Ditto
Thursday .....	24	Ditto
Friday .....	25	Appeal motions <i>ex parte</i> , appeals from orders made on interlocutory motions, and other appeals
Saturday .....	26	Bankruptcy appeals and other appeals
Monday .....	27	Appeals
Tuesday .....	28	Ditto
Wednesday .....	29	Ditto
Thursday .....	30	Ditto

Petitions in Lunacy will be taken every Saturday during the sittings.

## High Court of Justice.

## Chancery Division.

(Before the Master of the Rolls.)

At the Rolls House.

Tuesday .....	April 10	Motions and general paper
Wednesday .....	11	General paper
Thursday .....	12	Ditto
Friday .....	13	Ditto
Saturday .....	14	Petitions, short causes, adjourned summonses, and general paper
Monday .....	15	Adjourned summonses, and general paper
Tuesday .....	16	General paper
Wednesday .....	17	Ditto
Thursday .....	18	Ditto
Friday .....	19	Ditto
Saturday .....	20	Motions and general paper
Monday .....	21	Petitions, short causes, adjourned summonses, and general paper
Tuesday .....	22	Adjourned summonses, and general paper
Wednesday .....	23	General paper
Thursday .....	24	Ditto
Friday .....	25	Ditto
Saturday .....	26	Motions and general paper
Monday .....	27	Petitions, short causes, adjourned summonses, and general paper
Tuesday .....	28	Adjourned summonses, and general paper
Wednesday .....	29	General paper
Thursday .....	30	Ditto

The days (if any) on which the Master of the Rolls shall be engaged in a Court of Appeal are excepted. Causes and actions in which witnesses are to be examined before the Court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Unopposed petitions must be presented and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

(Before V.C. MALINS.)

At Lincoln's-inn.

Tuesday .....	April 10	Motions and general paper
Wednesday .....	11	General paper
Thursday .....	12	Ditto
Friday .....	13	Short causes, petitions, and general paper
Saturday .....	14	Adjourned summonses and general paper
Monday .....	15	General paper
Tuesday .....	16	Ditto
Wednesday .....	17	Ditto
Thursday .....	18	Ditto
Friday .....	19	Motions and general paper
Saturday .....	20	Short causes, petitions, and general paper
Monday .....	21	Adjourned summonses and general paper
Tuesday .....	22	General paper
Wednesday .....	23	Ditto
Thursday .....	24	Ditto
Friday .....	25	Ditto
Saturday .....	26	Motions and general paper
Monday .....	27	Short causes, petitions, and general paper
Tuesday .....	28	Adjourned summonses and general paper
Wednesday .....	29	General paper
Thursday .....	30	Ditto

(Before V.C. BACON.)

At Lincoln's-inn.

Tuesday .....	April 10	Motions, adjourned summonses, and general paper
Wednesday .....	11	General paper
Thursday .....	12	Ditto
Friday .....	13	Ditto
Saturday .....	14	Petitions, short causes, and paper

Monday .....	16	In Bankruptcy
Tuesday .....	17	General paper
Wednesday .....	18	Ditto
Thursday .....	19	Motions, adjourned summonses, and general paper
Friday .....	20	General paper
Saturday .....	21	Petitions, short causes, and general paper
Monday .....	22	In Bankruptcy
Tuesday .....	23	General paper
Wednesday .....	24	Ditto
Thursday .....	25	Ditto
Friday .....	26	Motions, adjourned summonses, and general paper
Saturday .....	27	General paper
Monday .....	28	Petitions, short causes, and general paper
Tuesday .....	29	In Bankruptcy
Wednesday .....	30	General paper

(Before V.C. HALL.)

At Lincoln's-inn.

Tuesday .....	April 10	Motions and general paper
Wednesday .....	11	General paper
Thursday .....	12	Ditto
Friday .....	13	Petitions and general paper
Saturday .....	14	Short causes, adjourned summonses, and general paper
Monday .....	15	General paper
Tuesday .....	16	Ditto
Wednesday .....	17	Ditto
Thursday .....	18	Ditto
Friday .....	19	Motions and general paper
Saturday .....	20	Petitions and general paper
Monday .....	21	Short causes, adjourned summonses, and general paper
Tuesday .....	22	General paper
Wednesday .....	23	Ditto
Thursday .....	24	Ditto
Friday .....	25	Motions and general paper
Saturday .....	26	Petitions and general paper
Monday .....	27	Short causes, adjourned summonses, and general paper
Tuesday .....	28	General paper
Wednesday .....	29	Ditto
Thursday .....	30	Ditto

Any cause intended to be heard as a short cause before the Master of the Rolls, or either of the Vice-Chancellors must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Further considerations will be taken by the Master of the Rolls, V.C. Bacon, and V.C. Hall, as part of the general paper in priority to original causes which have not already appeared in the paper.

## COURT OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

## EASTER SITTINGS, 1877.

## Rota of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
Saturday, April 7 .....	Latham	Ward
Monday .....	Holdship	Leach
Tuesday .....	Holdship	Latham
Wednesday .....	Holdship	Merivale
Thursday .....	Holdship	Leach
Friday .....	Holdship	Latham
Saturday .....	Holdship	Merivale
	V.O. Malins.	V.O. Bacon.
Saturday, April 7 .....	Koe	Miles
Monday .....	Miles	Ward
Tuesday .....	Farrer	Pemberton
Wednesday .....	King	Ward
Thursday .....	Miles	Pemberton
Friday .....	Farrer	Ward
Saturday .....	King	Pemberton
	V.O. Hall.	Certificates of Sale and Transfer.
Saturday, April 7 .....	Farrer	Teesdale
Monday .....	Koe	Farrer
Tuesday .....	Clowes	King
Wednesday .....	Koe	Miles
Thursday .....	Clowes	Merivale
Friday .....	Koe	Leach
Saturday .....	Clowes	Latham

The Whitsun Vacation will commence on Saturday, the 19th prox., and terminate on Tuesday, the 22nd prox., both days inclusive.

## THE GAZETTES.

## Professional Partnerships Dissolved.

## Gazette, March 23.

GEORGE and WILDEY, solicitors, Portsea (William George and George Gordon Wildey). March 12

## Gazette, March 27.

CHAPMAN and LEE, solicitors, Grasmere-bldg., Basinghall-st. (James Chapman and Edward Lee). March 24

## Bankrupts.

## Gazette, March 30.

To surrender at the Bankrupts' Court, Lincoln's-inn-fields.  
CATCHPOLE, JOHN GRAYSON, fruiterer and greengrocer, Pont-st. Belgrave-st. and Byrnes-rd., Balham. Pet. March 27. Reg. Murray. Sols. Butten and Co., Henrietta-st., Covent-garden. Sur. April 16  
KENNEDY, HUGH LORRAINE, oil broker and merchant, Wormwood-st. Pet. March 27. Reg. Hazlett. Sols. Houghton and Co., St. Helen's-pl. Sur. April 18  
MCMILLAN, JOHN, tea dealer, Fenchurch-st. Pet. March 24. Reg. Spring-Rice. Sols. May, Sykes, and Batten, Adelaide-rd. Sur. April 11  
SAUNDERS, HENRY, Great Winchester-st. Pet. March 22. Reg. Peppas. Sur. April 11

## To surrender in the Country.

BAYLIS, WILLIAM THOMAS, victualler, Bromsgrove. Pet. March 22. Reg. Parry. Sur. April 12  
BURROUGHS, H. W., wine dealer, Lonsell. Pet. March 23. Reg. Cole. Sur. April 13  
BURN, FRANK, gasfitter, Woolston. Pet. March 27. Reg. Daw. Sur. April 18  
GREENWELL, RICHARD, grocer and provision merchant, Thornley. Pet. March 28. Reg. Marshall. Sur. April 18  
JENKINS, EDMUND COPE, grocer, Gravesend. Pet. March 28. Reg. Hayward. Sur. April 18  
MCMILLAN, ROBERT TODD CAMPBELL, draper, Newport. Pet. March 28. Reg. Davis. Sur. April 18  
ROBINSON, JOHN, accountant, Liverpool. Pet. March 28. Reg. Bellinger. Sur. April 18

TIPTAFT, SUSAN, and TIPTAFT, CHARLES, farmers, Tiptaft. Pet. March 24. Reg. Gaches. Sur. April 21  
TOMFARTY, WILLIAM HENRY, postmaster, Harrogate. Pet. March 28. Reg. Young. Sur. April 14  
WOOD, JOHN, late brewer, North Ormesby. Pet. March 2. Reg. Crosby. Sur. April 13

## Gazette, April 8.

## To surrender in the Country.

CARDOSO, WILLIAM PAGE, mine purchaser, Camborne. Pet. March 21. Reg. Chubb. Sur. April 18  
DE FIVAS, SIDNEY (otherwise Augustus Glover), theatrical performer, Upham Park-rd., Chiswick. Pet. March 28. Reg. Barton. Sur. April 18  
HAWKES, THOMAS, carrier, Hunslet, par. Leeds. Pet. March 2. Reg. March 28. Reg. Freeman. Sur. April 18  
MARLAND, JOHN, oilier proprietor, Hollinwood, near Manchester. Pet. March 23. Dep. Reg. Tweedale. Sur. April 18

## Bankruptcies Annulled.

## Gazette, March 27.

BARKER, WILLIAM, printer, Liverpool. Jan. 12, 1877  
FATON, WALTER, brewer, Liverpool. July 24, 1876  
PAYCE, ELIJAH, merchant, Liverpool, and Princess-park, near Liverpool. April 28, 1876  
SIDWELL, JOHN SIMKIN, pawnbroker, Citizen-rd., Holloway. Aug. 14, 1874  
STODDY, WILLIAM, gentleman, Hatchett's Hotel, Piccadilly. May 27, 1873

## Gazette, March 30.

WELCH (otherwise MEECHER), HARRIETT GILBERT, Bedford-rd., Clapham. March 28, 1873

## Liquidations by Arrangement.

## FIRST MEETINGS.

## Gazette, March 31.

ADAMS, GEORGE, commercial clerk, Addington-sq., Camberwell. Pet. March 27. April 21, at four, at offices of J. D. Good, Paterson, and Co., accountants, 1 and 2, Bucklersbury. Sols. Goss and Smith, Abchurch-lane  
ANDERSON, WALTER JOHN, tailor, Hull. Pet. March 28. April 16, at three, at the George Hotel, Hull. Sols. Jackson, Hull  
ANNING, JOHN, linen draper, Bridgewater. Pet. March 28. April 13, at three, at office of Sol. Chapman, Bridgewater  
BAGGALL, RICHARD, fishmonger, Kimberley. Pet. March 2. April 2, at three, at office of Sol. Black, Nottingham  
BARDLEY, THOMAS, flour dealer, Stockport. Pet. March 2. April 11, at three, at office of Sol. Vaughan-Jones, Manchester  
BARNES, JOSEPH, brewer, Cheltenham. Pet. March 2. April 9, at two, at office of T. Potter, Northfield House, North, Cheltenham. Sols. Smith  
BATEMAN, ALFRED, grocer, West Malling. Pet. March 21. April 11, at twelve, at the Victoria Hotel, Maidstone. Sols. Andrews and Chasle, Tunbridge Wells  
BEDFORD, WILLIAM MURRAY, farmer, Lechlade. Pet. March 28. April 13, at twelve, at the New Inn, Lechlade. Sols. Kinneir and Tombs, Swindon  
BEECH, MARTHA, confectioner, Burslem. Pet. March 21. April 9, at eleven, at offices of Sols. Tomkinson and Furness, Burslem  
BLAKENEY, JOHN WARE, compass adjuster, Hull. Pet. March 24. April 10, at twelve, at the Minerva Hotel, Hull  
BOLKANI, JOHN, jeweller, Winchester. Pet. March 27. April 11, at one, at office of Edmunds, Davis, and Clarke, 8, Old Jewry. Sols. Fair and Clark, Winchester  
BORRING, ALFRED CAMILLE, merchant, Fenchurch-st. Pet. March 28. April 11, at eleven, at office of Sol. Lawrence, Fines, and Baker, Old Jewry-chimney  
BOURNE, ALFRED, cooper, Ashington. Pet. March 2. April 11, at two, at the New Inn, Ashington. Sols. Roobes, and Bassey, Bideford  
BROOKS, THOMAS, builder, Lincoln. Pet. March 24. April 14, at eleven, at office of Sol. W. T. Page, jun., Lincoln  
BURDITT, WILLIAM, commercial traveller, Lymington. Pet. March 28. April 14, at eleven, at office of Sol. Wright, Lymington  
CAMERON, SOLOMON, clothier, Leeds. Pet. March 27. April 11, at three, at office of Sol. Pullan, Leeds  
CARR, WILLIAM VISE, grocer, Birmingham. Pet. March 2. April 10, at eleven, at office of C. E. Cowie, accountants, Birmingham. Sols. Water, Birmingham  
CARTER, WILLIAM JAMES, gasfitter, Bridge-rd., Stratford. Pet. March 24. April 13, at two, at office of J. Slater, 1, Galsburgh-chimney, Basinghall-st. Sol. Hand, Galsburgh-chimney, Basinghall-st.  
CHAMPION, JOSEPH BROAD, coal dealer, Newlyn East. Pet. March 28. April 11, at one, at office of Sols. Meares, Crymlyn, Truro  
CHATHURN, WALKER, dyer, Hebburn-bridge. Pet. March 2. April 13, at eleven, at office of Sol. Sandring, Rochdale  
CLOUGH, CHARLES, farmer, Northenden, and Manchester. Pet. March 27. April 24, at three, at offices of Sols. Meares, Meares, Manchester  
CODY, JOHN, cattle salesman, Bristol. Pet. March 28. April 11, at twelve, at office of P. Triggs, 29, Broad-st., Bristol. Sols. Meade-King and Biggs  
CONSTABLE, JOHN, victualler, Leatherhead. Pet. March 2. April 13, at four, at office of Sol. Young, Dorking  
COTTON, JOHN, general dealer, Lingfield. Pet. March 27. April 11, at twelve, at office of Sol. Standland, Galsburgh  
COWLEY, JOHN, grocer, Birmingham. Pet. March 28. April 11, at three, at office of Sol. Jacques, Birmingham  
CREERY, CHARLES, timber merchant, Portland-st., Wandsworth, and South Island-place, Lambeth. Pet. March 27. April 11, at twelve, at office of Sol. Silvester, Great Dover-st.  
CREWE, HENRY, agricultural implement maker, Liverpool. Pet. March 28. April 16, at one, at office of Sol. Brown, Liverpool  
CRILLY, ALFRED, book-keeper, Poulton. Pet. March 27. April 11, at three, at office of Sol. Quinn, Liverpool  
CROSBY, THOMAS SANDERS, gentleman, Stock Orchard-st. Pet. March 28. April 12, at two, at office of Sol. Attenborough, St. Paul's churchyard  
CROWTHER, WILLIAM, steel manufacturer, Darlaston. Pet. March 28. April 11, at twelve, at office of Sol. Mellor, Sheffield  
DIEBOLD, ROBERT FARMER, solicitor, Leeds. Pet. March 28. April 11, at three, at office of Sol. Snowden, Leeds  
DAWSON, GEORGE, milkman, Erdington. Pet. March 28. April 12, at eleven, at office of Sol. Stanbury, Birmingham  
DE CASTRO, HECTOR, general merchant Constantinople. Pet. March 16. April 14, at office of Sols. Pears and Harvey, Constantinople  
DICKSON, THOMAS CLARK, draper, Farson's-mead, Croydon. Pet. March 27. April 7, at eleven, at the King's Arms Hotel, Kettle-rise-st. Sol. Dennis, St. John's-grove, Croydon  
DITCHBURN, JOHN, victualler, Tynemouth, and another, South Shields. Pet. March 28. April 13, at three, at office of Sols. Duncan and Duncan, South Shields  
DRAPE, ROWEN, beerhouse, Bilton. Pet. March 28. April 11, at one, at office of Sol. Fellows, Bilton  
FARMER, JOSEPH, provision dealer, Ince-in-Makerfield. Pet. March 28. April 14, at ten, at office of Sol. Lees, Wigan  
FAWCETT, Rev. JOHN, clerk in holy orders, South Hill-st., Hampstead, and part owner of copper mines, Kewynn. Pet. March 28. April 11, at eleven, at office of Sols. Whitten, Russell, and Co., Little Trinity-lane  
FITTES, FREDERICK JOHN, brewer's traveller, North Shields. Pet. March 28. April 11, at two, at office of Sol. Standford, Newcastle  
FLETCHER, JOHN RATTAN, painter, Barnsley. Pet. March 2. April 13, at eleven, at office of Sols. Dibb and Riley, Barnsley  
GIBSON, JAMES, window blind manufacturer, Keston-rd. Pet. March 28. April 11, at two, at office of Sol. Ivimey, Salford, Holborn  
GRAY, WILLIAM THOMAS, brush manufacturer, Birmingham. Pet. March 28. April 11, at ten, at office of Sol. Dale, Birmingham  
GREGG, GEORGE CHRISTIE, baker, Hobburn. Pet. March 2. April 13, at eleven, at office of Sols. Keenleyside and Foster, Newcastle  
GRIFFITHS, DAVID, iron manufacturer, West Bromwich. Pet. March 28. April 13, at eleven, at the Union Hotel, Birmingham  
HANDLEY, JOHN, woolstapler, Rochdale. Pet. March 2. April 13, at three, at office of Sol. Sandring, Rochdale

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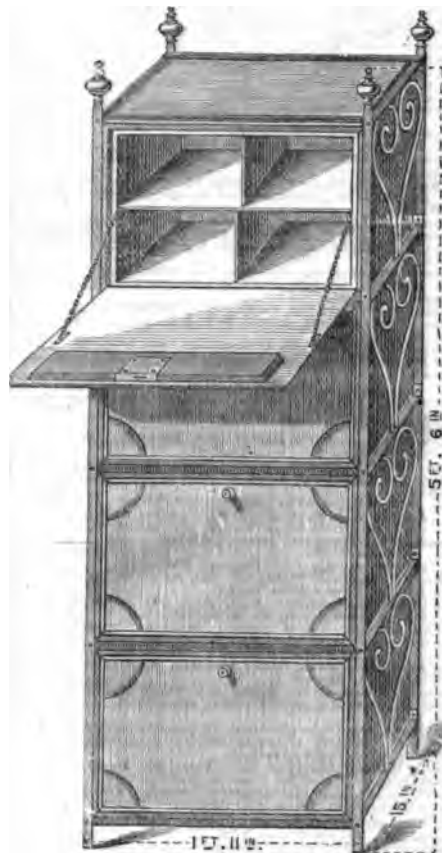
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the re-enactment of previous legislation dropped *per incuriam*, and an amendment of the law of evidence as part of judicial procedure. But the answer that the proposed law would be an exceptional law connected with an institution of vast influence, and in the main fairly worked, was fatal. That it has been found impossible to punish the greatest libeller of the present generation, is no reason for passing a penal law affecting all honest men who happen to occupy the same position of owners of newspapers.

DURING last year ninety-four members have joined the Barristers' Benevolent Association, and donations to the amount of £121 ls. were received or promised. The total amount of donations received is £3232 10s., the whole of which has been invested. The annual subscriptions during the past year amounted to £852 3s., being an excess of £169 over the subscriptions of 1875. The committee are apparently well satisfied, but the result is out of all proportion to the wealth of the Profession.

EITHER there was or was not an intelligible reason for allowing plaintiffs to lay their venues wherever they please, and this being recognised Masters and Judges ought to require a very strong case to be made in support of applications to change them. How much trouble and expense may be caused by letting the balance of convenience be adjusted on conflicting affidavits against the election of the plaintiff, is illustrated by *Provord v. Langton*, which came before the LORD CHIEF JUSTICE and Mr. Justice MELLOR in the Queen's Bench Division on Wednesday. The Master had refused to change the venue from Middlesex to Manchester. Baron CLEASBY rescinded this order and changed the venue. The Court has now reversed this order, and the venue remains where it was laid by the plaintiff. Mr. Justice MELLOR had considerable doubt; but surely, where there is doubt, the plaintiff's statute right ought to have great weight. This is a practical question of very great importance, for at the present time no small amount of ingenuity is required to select a venue where there is some chance of getting to trial. If this selection is roughly upset defendants may thereby get the advantage which legal maladministration gives them—the advantage of indefinite delay.

The decision of the Court of Appeal, on the 11th inst., in the case of *The Duke of Devonshire v. Barrow Haematite Company*, throws some light upon the Rating Act 1874 (37 & 38 Vict. c. 54). The plaintiff in the case was the lessor, and the defendants the lessees, of certain mines. In the lease the defendants covenanted to pay rent "free of all rates, taxes, &c." All mines, except coal mines, were free from rates at the date of the lease. Subsequently mines of all kinds were made subject to rates, but it was provided by the 8th section that when any local rates which, at the commencement of the Act, any lessee of a mine is exempt from being rated to in respect of mines, becomes payable by him during the continuance of his lease, he may, "unless he has specially contracted to pay such rate in the event of the abolition of the said exemption," deduct from any rent one half of the amount of rate. After the Act was passed the defendants deducted one half of the rates paid by them from the rent. It was urged on behalf of the plaintiffs that they were not justified in doing so, inasmuch as they had covenanted to pay the rent "free from rates," which amounted to such a specific contract to pay the new rate as was required by sect. 8 of the Rating Act 1874. The Queen's Bench Division gave judgment for the defendants, and that decision has been upheld in the Court of Appeal. If the words of the section and the covenant in the lease are placed side by side, the grounds upon which the decision was based are intelligible. The specific contract contemplated by the section must be made distinctly with the view to the happening of a certain event, namely, the abolition of an exemption. The words of the covenant are framed in a general way, and could only be taken to refer to circumstances existing at the time it was made.

The Common Pleas Division decided a question of some practical importance with reference to the lien of solicitors, in the *General Share Trust Company (Limited) v. Chapman* (36 L. T. Rep. N. S. 172). The plaintiffs claimed certain cheques from the defendant, a solicitor, who replied that he was entitled to retain them under a lien for costs. It appeared that the defendant was retained by a shareholder in a company to take proceedings in respect of certain shares. The share certificates were deposited with the former as security for costs. The plaintiff company afterwards bought the shares in question, and retained the defendant with notice of his lien. The defendant, in pursuance of his retainer, gave up the certificates to the liquidator of the company, and received cheques in exchange. The plaintiffs claimed these cheques, but the solicitor refused to deliver them up until the costs due from the shareholder, none of which had been paid, were received. The Court decided that the plaintiffs could not recover until the lien was satisfied. "The only interest," said

## The Law and the Lawyers.

THE design of Mr. WADDY'S Newspaper Registration Bill was undoubtedly good, but it is impossible to be blind to the dangers which may attend upon the imposition of severe penalties upon persons owning newspapers who might not comply with the stringent provisions of that measure. At present, in a civil action, it is possible by interrogatories to find out who is the proprietor of a newspaper. But Mr. WADDY says this is not enough—it is desirable, for the purposes of summary criminal proceedings, that the proprietor's name should be registered. He was careful to disarm criticism by stating that what he proposed was merely

Mr. Justice ARCHIBALD, who delivered the judgment of the court, "transferred to the plaintiffs was an interest subject to the lien already created upon the shares, of which it is admitted the plaintiffs had notice, and the fact that the defendant accepted from the plaintiffs a retainer as attorney to recover the amount for them, does not necessarily amount to an abandonment of his lien, or entitle the plaintiffs to have the amount recovered without first satisfying the defendant's claim." An express reservation of lien is not necessary.

THE decision of the House of Lords in *Fletcher v. Rylands* (L. Rep. 3 H. of L. Cas. 330) has been followed by a host of others, in which the attempt has been made, with more or less success, to render the defendant liable for consequences alleged to be due to the fact that he has brought upon his land materials from whose presence danger of some sort or another was to be expected. In the recent singular case of *Humphreys v. Cousins* (36 L. T. Rep. N. S. 180) the plaintiff and the defendant were occupiers of adjoining premises. A drain which passed under the plaintiff's house began under the defendant's, whence it passed under other houses, then came back to the defendant's premises and passed thence to those of the plaintiff. It got out of order under the defendant's premises, and a quantity of sewage and water escaped into the plaintiff's premises, doing the damage for which the action was brought. The defendant was ignorant that the drain returned to his premises, and that it was out of repair. At the trial before Mr. Justice Blackburn the jury found that the injuries were caused by water and sewage coming into the plaintiff's cellar from the defendant's premises. They also found that the defective state of the drain was not attributable to any negligence of the defendant. Such were the facts and findings, and upon them Mr. Justice Denman and Mr. Justice Lindley gave judgment for the plaintiff. The court first distinguished the case from those in which the water or other matter comes naturally from or through the defendant's land on to the plaintiff's premises. That distinction being established, it lay upon the defendant to show his right to allow the sewage and water brought on his land artificially to run off on to the premises of the plaintiff. "The *prima facie* right," said the court, "of every occupier of a piece of land, is to enjoy that land free from all invasion of filth or other matter coming from any artificial structure on land adjoining. He may be bound by prescription or otherwise to receive such matter, but the burden of showing that he is so bound rests on those who seek to impose an easement upon him." A reference was made to *Broder v. Saillard* (L. Rep. 2 Ch. Div. 692), in support of the plaintiff's right of action. There the occupier of a house was held liable, by the Master of the Rolls, for allowing the continuance on his premises of certain artificial works which caused a nuisance to his neighbour, although it had been put there before he took possession. The court also cited the statement of the law by Mr. Justice Blackburn in *Hodgkinson v. Ennor* (4 B. & S. 241), as containing the true doctrine. "I take the law," said his Lordship, "to be as stated in *Tenant v. Goldwin* (2 Ld. Raym. 1089), that you must not injure the property of your neighbour, and consequently if filth is created on any man's land, then, in the quaint language of the report in Salk. 361, 'he whose dirt it is, must keep it that it may not trespass.'" In the case decided by the Master of the Rolls, his Lordship said, with respect to inflowing water there complained of, "however it comes, if it comes through an artificial work which collects it, in the nature of a large artificial sponge, which absorbs it and keeps it together until it oozes out by reason of the nature of the sponge, it appears to me I have to say that an artificial work, a work made by man, is a work which if it cause a nuisance is a thing for which the owner of the land is responsible."

A COMPARISON of a recent American decision (*Webb v. Sachs*), upon the law of fraudulent preference, with our law upon the subject, is rather instructive. The case in question came before the United States District Court of Oregon. At the trial it appeared that a debtor whose assignee was plaintiff in the action, had been adjudged bankrupt on the 5th May 1876, upon the petition of certain creditors. On the 6th March 1876, and previously, the debtor kept a store, and was the owner of a farm. On the 9th Dec. 1875, he gave a promissory note to the defendants in payment of a large debt that had been due several years. The note was payable one day after date. Proceedings were taken against him upon the note, and he confessed judgment in March, on the 14th of which month the defendants issued execution, seized and sold the debtor's goods. At the date of the confession of judgment, the debtor was indebted to various creditors to a far greater amount than the value of his stock. The defendants were aware of this fact, and hence they urged the debtor to confess judgment, so that they might have security. The debtor's assignee brought the present action to recover the amount received by the defendants as the proceeds of the sale. The learned Judge directed the jury that to entitle the plaintiff to succeed he must prove that on the 6th March the debtor was insolvent, and "that he procured his property to be seized by the defendants with intent to prefer them over his other creditors," and that the

defendants had reasonable cause to believe the debtor was insolvent, and that they knew the seizure was made in fraud of the Bankrupt Act. The Judge's direction to the jury went to some length, but it will be sufficient to notice it briefly. The first point taken was the debtor's insolvency. He was insolvent if he was unable to pay all his debts in money as they became due in the ordinary course of business. In the second place, a confession of judgment by an insolvent debtor is an act which may, according to the circumstances of the case, amount to a fraudulent preference. Thirdly, an intention to prefer may be presumed when such debtor knows his insolvency. Every person must be taken to intend the necessary and natural consequences of his acts. The Judge then considered the rules relating to the belief and knowledge of the creditor. The assignee in bankruptcy cannot recover from a preferred creditor the property or its value obtained by means of such preference unless the creditor accepted the preference with a reasonable cause to believe the debtor to be insolvent. By reasonable cause of belief was meant knowledge of such facts and circumstances in regard to the matter in question as would put a prudent man upon inquiry. Assuming, however, that the defendants took the preference with such knowledge, they were not liable to the plaintiff unless they knew the confession of judgment was made in fraud of the Bankruptcy Act—that is, unless they knew that it was contrary to the provisions of that Act. Hence a payment by an insolvent person of one of his creditors in full, so far as such payment prevents an equal distribution of the insolvent debtor's property amongst his creditors, is necessarily an evasion of the Act, and therefore a fraud upon it. Further, if the act of the debtor was not in the usual and ordinary course of business, then there is *prima facie* evidence of fraud, and it is incumbent on the creditor to rebut that presumption. The jury found for the plaintiff. Space will not permit us to compare this case step by step with decisions of our own courts of law, but such of our readers as are fond of comparing and contrasting legal principles may take an interest in comparing the direction of the Judge in the above case with the principles laid down in *Butcher v. Stood* and similar decisions.

INTERROGATORIES for the examination of an opposite party may be delivered, as a matter of right, at any time not later than the close of the pleadings, and at any other time, by leave of the court or a Judge; so says Order XXXI., rule 1. But in *Mercier v. Cotton* (35 L. T. Rep. N. S. 79), and in *Disney v. Langbourne* (Ibid., p. 301), the Courts held that the words above, "at any time, &c.," mean, as a general rule, not until both parties have stated their cases in their own way by filing their statements of claim and defence. So much for the limitations imposed by the exponents of the New Rules upon discovery as a matter of right. In a motion before the Divisional Court of Common Pleas (*Ellis v. Ambler*), an attempt was made to impose a limitation upon discovery when sought after the close of the pleadings, "by leave of the court or a Judge." The facts of the case were these: An action was brought by a solicitor to recover his costs, and he sought to establish his employment by a middleman. By some clerical error, or omission, the plaintiff filed his statement of reply, and joined issue upon the defence, thereby closing the pleadings, without having delivered his interrogatories. Ten days later he applied to GROVE, J., in chambers for leave to deliver interrogatories. It was refused, because no sufficient reason was shown for the delay. On appeal the Court (DENMAN and LOPES, JJ.) considered that the Judge in chambers had a discretion in such cases, which had been rightly exercised in this instance. They refused to establish a practice that an application for leave to interrogate at the stage in question must be accompanied by an affidavit, or that the court or Judge will look at the questions desired to be put; and they refused to hear the case upon its merits. No doubt in the present case the decision was a just one. But we venture to think that this is exactly the sort of case in which equitable doctrines are of immense service. The doctrine applicable is this, that a party coming into court to ask for its intervention must begin by putting himself right. In this case, it might have been necessary to commence a fresh action in order to obtain the required discovery. That is a severe penalty to impose upon a suitor because his counsel has been too busy to draw interrogatories, or his solicitor has let the time for delivering them pass by. Such misconduct deserves some penalty, but not the penalty of a nonsuit, which a refusal to give discovery might amount to. We would suggest that in such a case the party should be permitted to put himself right by offering to pay the costs of the summons for leave to serve interrogatories, and that that is the real measure of damages to his opponent. Of course, if the court saw in the delay an attempt to gain time, it would know how to prevent such an abuse of its process. Perhaps the reason for this sort of inelasticity of the common law procedure is to be found in the fact that every cause comes before many different Judges in its passage through Westminster Hall, each one of whom feels himself bound to follow strictly the routine, whilst a Chancery Judge acts independently. With regard to the refusal in the case before us to allow interrogatories, we may quote



the shares to the person so named: (*Masted v. Paine*, second action, L. Rep. 6 Ex. 132.)

A jobber who has contracted to purchase shares may only assign his liability to a substitute on the implied condition that at the appointed time he pays the purchase-money, and gives the name of his substitute. If he fail to produce a name, according to the usage of the Stock Exchange, he becomes the ultimate purchaser, and must himself take the shares and register them in his own name: (*Grissell v. Bristowe*, L. Rep. 4 C. P. 49.)

The nominee of a jobber on the Stock Exchange must be a person open to no reasonable objection, subject to the objection being taken by the vendor within ten days from the account day: (*Masted v. Paine*, second action, L. Rep. 6 Ex. 132.)

The custom of the Stock Exchange relieves the jobber from all responsibility as to the solvency of the ultimate purchaser, whose name he passes, and throws the duty of making inquiries upon the transferor: (*Masted v. Paine*, second action, *ubi sup.*)

The name that the jobber passes must be that of a person capable of contracting, and the giving in the name of an infant as the ultimate purchaser of shares is not a fulfilment of the jobber's contract: (*Merry v. Nickalls*, L. Rep. 7 Ch. 733; 3 E. & L. 530.)

When a jobber on the Stock Exchange "takes in" shares for another who has contracted to purchase them, and the vendor's brokers allow him to hold over the name of the purchaser till demand, he assumes the obligation, independent of the custom of the Stock Exchange, of offering a name to the vendor to which no reasonable objection can be made; and if he does not fulfil that obligation, he must indemnify the vendor against calls: (*Allen v. Graves*, L. Rep. 5 Q. B. 478; 39 L. J. 157, Q. B.; 22 L. T. Rep. N. S. 677.)

That the person whose name has been passed by a jobber as the ultimate purchaser of shares is a foreigner resident abroad is *prima facie* a reasonable objection to him: (*Allen v. Graves*, *ubi sup.*; *Goldschmidt v. Jones*, 22 L. T. Rep. N. S. 220.)

A jobber who passes the name of a person as the ultimate purchaser of shares, who is not, at the time of its being passed, under any agreement to buy or to allow his name to be passed, will be liable to indemnify the vendor against calls paid by him through the non-completion of the transfer: (*Masted v. Paine*, first action, L. Rep. 4 Ex. 81; *Masted v. Morris*, 21 L. T. Rep. N. S. 535.)

When a bought note of shares expresses them to have been bought of a particular jobber, that is not evidence of a contract on the part of the jobber that the transfers shall be in his name, or that he has or will have any such shares, but only of a contract that he will procure a transfer of such shares to the purchaser: (*Taylor and another v. Stray*, 2 C. B., N. S., 175, 197; 26 L. J. 185, 287, C. P.)

#### AGENCY—RIGHT OF AGENT TO COMMISSION—WHEN HIS AUTHORITY HAS BEEN DULY EXECUTED. (a)

THE right of an agent to commission for his services depends upon a variety of circumstances which it will be necessary to examine in detail. This right may be derived from an express contract between the principal and agent, from a legal custom, or from an implied contract. It is part of the general law of contracts, that where there is an express contract between the parties neither can resort to an implied one inconsistent with the express one. *Expressum facit cessare tacitum* is the rule. Hence it follows that, as a general rule, where the contract between the principal and the agent is an entire contract, the latter can recover no remuneration upon a *quantum meruit*, but must recover the whole amount agreed upon or nothing: (See *Outter v. Powell*, 2 Sm. L. C. and cases cited in notes). The right to recover may also be similarly controlled by custom: (See *Read v. Rain*, *infra*).

Turning to the circumstances under which an agent may claim commission, it will be seen that the claims may be made under any of the following circumstances:—

- (1) The authority may be duly executed.
- (2) It may be only partially executed.
- (3) It may not be executed.
- (4) It may be so executed that the agents' services are useful to the principal.
- (5) The act authorised may be illegal.
- (6) The authority may be revoked before execution (a) By act of principal. (b) By death of principal.

The amount to which an agent is entitled will, in the absence of a contract or custom be fixed by a jury.

When the authority has been duly executed the agent is entitled to his commission unless the services performed are illegal.

The question whether the authority has or has not been executed is, of course, one which must be decided by a reference to the facts of each particular case. The test to be applied in such cases is supplied by asking whether the agent has performed all the services for which he was employed. If the agent has done everything he was bound to do, then it is immaterial, in the absence of a contract or custom to the contrary, so far as his right to commission is concerned, that his services have been

fruitless, whether this result is brought about by the conduct of his principal or by that of third parties. In the following cases the agent was held to be entitled to recover because he had performed all he had undertaken to do. These cases must not be confounded with the cases in which, by reason of the principal's interference, the agent is prevented from carrying out his authority.

In *Lockwood v. Levick* (8 C. B., N. S., 603), decided in 1860, the plaintiff, a commission agent, was employed by the defendant, a manufacturer, to procure orders for him upon the terms contained in a written proposition as follows: "We sell at your terms, and have no further interference with the account beyond forwarding the order and references. We give you all the information we possess, and you treat the order as coming direct from the buyer. We expect to receive our commission on all goods bought by houses whose accounts are opened through us." The plaintiff introduced to the defendant a dealer who gave an order for a large quantity of web. The defendant accepted the order, and undertook to execute, but for want of adequate machinery he was unable to complete, and the order was ultimately withdrawn. The plaintiff thereupon claimed the amount to which he would have been entitled if the order had been executed by defendant at the trial. There was conflicting evidence as to the right of the plaintiff to recover under the circumstances. The jury found that the commission was payable when the order was accepted, and that it did not depend upon whether it was executed or not. A rule was subsequently granted to enter the verdict for the defendant, if the court should be ultimately of opinion that the learned Judge at the trial had misconstrued the contract, or for a new trial. The rule was discharged.

Erle, C.J. said: "It is urged on the part of the defendant that it would be unreasonable that he should be held liable to the payment of a commission upon an order which yielded him no profit. But here he had an opportunity of making profit. The plaintiff performed all the service for which he was employed, and the defendant had the option of delivering the goods and so making a profit. But I do not agree that the profit to the manufacturers is to be the criterion of the agent's right to commission." This view of the law, that the agent's rights are not affected by the loss or gain to his principal upon any transaction is strictly in accordance with equity and justice. The principal must be taken to know his own business best, and if he makes a miscalculation he has no more right to visit it upon the agent than he has upon his butcher or baker.

*Lara v. Hill* (15 C. B., N. S., 45), decided in 1863, was an action for commission for sale of an advowson. The plaintiff was employed by the defendant to sell an advowson upon the terms mentioned in a circular in which it was stipulated that the commission should become due and payable upon the adjustment of terms between the contracting parties in every instance in which any information had been arrived at, or any particulars had been given by the plaintiff's office, notwithstanding the business might have been taken off the books subsequently. It was further stipulated that no accommodation that might be afforded as to time of payment or advance should retard the payment of commission. A contract of sale was arranged through the plaintiff's agency. It was duly executed and a deposit paid on the 14th Oct. 1862, the residue of the purchase money being payable on the 31st Dec. The court held that the plaintiff was entitled to his commission at all events on the 31st Dec. although the full purchase money had not been then paid.

*Green v. Lucas* (31 L. T. Rep. N. S. 733, affirmed 33 *ib.* 584), one of the most recent cases, was decided in 1876. The defendant authorised the plaintiffs who were mortgage agents to procure for him on loan the sum of £20,000 upon the security of certain leasehold property at 6 per cent interest, and undertook upon their obtaining that or any other amount agreed upon, to pay them a commission of £2 per cent. upon the amount so procured by them, and a survey fee of £105. Three days before this agreement was entered into, the defendant furnished the plaintiffs with two valuations of the property, each of them setting the value at about £37,000. One of them assumed that the lease "contained no arbitrary or restrictive clauses, but only the usual covenants." Relying upon these valuations, the plaintiffs applied to a society for a loan. The directors agreed to advance it, "subject to the title and all other questions proving to be satisfactory." When the lease was examined, it was discovered to contain a proviso which prevented the directors advancing the money. The plaintiffs thereupon brought their action, and the jury found in their favour. A rule to enter the verdict for the defendant or to enter a nonsuit was discharged by the Court of Common Pleas, whose judgment was upheld by the Court of Appeal. In the court below, Lord Coleridge based his opinion upon the authority of *Prickett v. Badger* (1 C. B., N. S., 296) and *Green v. Barlett* (32 L. J. 261, C. P.) holding that the defendant was liable to pay a reasonable remuneration, inasmuch as the plaintiffs had done all they were bound to do, but the negotiation had gone off in consequence of the defendants having concealed a material fact.

In the Court of Appeal the Lord Chancellor (Cairns) said: "It appears to me that the plaintiffs had done everything which

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

SEWELL (Anna F.), 16, Longton-grove, Sydenham, Kent. May 5; Wm. Moon, solicitor, 15, Lincoln's-inn-fields, London. May 9; V.C.H. at twelve o'clock.  
 WATTS (Jas.), 33, Old Kent-road, Surrey. May 5; T. Sinsmy, solicitor, 11, Benjaite's-inn, Fleet-street, London. May 9; V.C.H. at twelve o'clock.  
 WHITAKER (Rchd.), Wellingborough, Northampton, gentleman. May 11; Sharnam and Jackson, solicitors, Wellingborough. May 21; V.C.H. at twelve o'clock.

#### CREDITORS UNDER 22 & 23 VICT. c. 35.

*Last Day of Claim, and to whom Particulars to be sent.*

BRAINE (Samuel), formerly of 8, Upper Gloucester-place, St. John's Wood, Middlesex, but late of 25, Crossland-road, Haverstock-hill, Middlesex, house and estate agent. July 19; J. Goren, solicitor, 27, South Molton-street, Oxford-street, Middlesex.  
 BRICK (Jas. H.), George-street, Richmond, Surrey, draper. June 1; White, Renard, and Co., solicitors, 30, Little Trinity-lane, Queen Victoria-street, London.  
 BROWN (Jno.), Rosebank Villa, Stretford, Lancashire, gentleman. June 1; Hardings and Co., solicitors, 73, Princess-street, Manchester.  
 BROWN (Edwin), Burton-upon-Trent, bank manager. May 31; Edwin A. Brown, Burton, Uttoxeter, and Ashbourn Union Bank, Burton-upon-Trent.  
 BEDDARD (Edna E.), King-street, Dudley, widow. May 15; Coldicott and Canning, solicitors, 220, Castle-street, Dudley.  
 BELL (Xenophon), 20, Great Winchester-street, London, and of 31, Pembroke-gardens, Baywater, Middlesex, merchant. May 19; Hollams, Son, and Coward, solicitors, Minster-lane, London.  
 BAILEY (Ephraim), Billingham, Lincoln, farmer. April 21; Toynbee and Larkin, solicitors, Lincoln.  
 CLARKE (Geo. E.), Frampton, East Grinstead, Sussex, Esq. June 1; Druce and Co., solicitors, 10, Billiter-square, London, E.C.  
 CROWTHER (Jas.), Cleckheaton, York, painter and paper hanger. May 5; Henry Crowther, mechanic, Cleckheaton.  
 CAMPBELL (Captain Hugh), R.N., formerly of Cardigan House, Richmond, Surrey, afterwards of the Royal Naval College, Greenwich, Kent, but late Captain of H.M.S. Royal yacht Victoria and Albert. May 8; Wordsworth and Co., solicitors, Southsea House, Threadneedle-street, London.  
 DE LARA (David Laurent), 3, Torrington-square, Middlesex, art publisher and illuminator. May 14; A. J. Murray, solicitor, 11, Langham-street, Portland-place, London.  
 DAVIES (Henry), Ashfield, Nantmel, Radnor, gentleman. April 24; A. and E. H. Chesse, solicitors, Hay and Rhayader.  
 DAVENY (Eliza J.), Blofield, Norfolk, spinster. May 5; Blake, Keith, and Blake, solicitors, Norwich.  
 DENN (Michael), May 11; Eldridge and Stephenson, solicitors, 3, Cogan-chambers, Bowdley-lane, Hull.  
 ENTWILE (Jno.), Over Darwen, Lancaster. May 1; Fred Geo. Hindle, solicitor, Darwen.  
 EATON (Wm. P.), Dover, Esq. May 31; Jas. Stillwell, solicitor, Dover.  
 REMOND (Right Hon. Jane Countess of), Orchard Wyndham, Somerset, widow. May 31; Walker and Co., solicitors, 13, King's-road, Gray's-inn, Middlesex.  
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 GADD (Geo.), Heyshott, Sussex, gentleman. May 15; A. Addon, solicitor, 45, St. Thomas-street, Portsmouth.  
 GILES (Peter), 12, Cheapside, Birmingham, brassfounder. May 20; Wills and Newey, solicitors, 44, Ann-street, Birmingham.  
 GLEDHILL (Geo.), 79, Joseph-street, Leeds-road, Bradford, yeoman. May 15; Jas. G. Hutchinson, solicitor, Piccadilly-chambers, Bradford.  
 GARDAM (Thos.), 51, Charterhouse, Charterhouse-lane, Kingston-upon-Hull, builder. May 24; Eldridge and Stephenson, solicitors, 3, Cogan-chambers, Bowdley-lane, Kingston-upon-Hull.  
 H. L. (Thos.), Sheffield, beerhouse keeper. April 21; E. K. Higgs, solicitor, Fig Tree-chambers, Fig Tree-lane, Sheffield.  
 HUTTON (Wm.), Goxhill, Lincoln, tailor. May 1; Jno. Davey, shoekeeper, Goxhill.  
 HALLITT (Sarah M.), Rolle Cottage, Sidbury, Devon, widow. May 5; Winter, Williams, and Co., solicitors, 16, Bedford-row, London.  
 HARRISON (Wm. P.), Skirbeck, Lincoln, gentleman. April 30; Geo. Wise, solicitor, Boston.  
 HAWETT (Thos.), the younger, Wigan. May 11; Taylor and Howbottom, solicitors, Standishgate, Wigan.  
 ISAAC (Sarah), Dog Inn, Old Sodbury, Gloucester, inn-keeper and shopkeeper. May 12; J. Trenchard, solicitor, 4, Shipping Sodbury.  
 JONES (Henry Wm.), 8, Claremont-road, Clewer, New Windsor, Berks, Esq. May 31; B. C. Durant, solicitor, 3, Clarence-villas, Windsor.  
 LANG (Jas.), Curry Rivell, Somerset, miller, maltster, brewer, spirit merchant, and farmer. May 10; Jno. Louch, solicitor, Langport, Somerset.  
 MALLINSON (Thos. Jas.), Barnsley, York, maltster and corn-dresser. July 1; Dibb and Bailey, solicitors, 19, Regent-street, Barnsley.  
 MORRIS (Thos.), Longstanton, Cambridge, farmer. June 25; H. J. Whitehead, solicitor, 2, Post Office-terrace, Cambridge.  
 MACNAMARA (Anne), Caddington Hall, Hertford, and of Beaudesert, Cannes, France, widow. May 22; Cookson and Co., solicitors, 6, New-square, Lincoln's-inn, London.  
 MATTHEWS (Geo.), Ingham, Norfolk, farmer and miller. May 7; Blake, Keith, and Blake, solicitors, Norwich.  
 MALYON (Jas.), Truman's Cottages, Clapton, Hackney, Middlesex, lighterman. May 10; H. W. Cattlin, solicitor, 2, Gresham-buildings, Bealing-street, London.  
 NIMBIRT (Rchd. B.), Bath, Esq. May 31; H. R. Harmer, solicitor, Regent-street, Great Yarmouth.  
 ORTIN (Harriett), formerly of Birkland-villa, Workop, late of East Claydon, Bucks, widow. June 1; Willis and Willis, solicitors, Winalow, Bucks.  
 OTTER (Amelia), 11, The Cedars, Putney, Surrey, spinster. May 3; K. S. Parker, 13, Old-buildings, Lincoln's-inn, London.  
 POOLE (Jno.), Chesterfield, confectioner. May 12; Gratton and Co., solicitors, Chesterfield.  
 PRENTY (Edwin), Southend, Essex, refreshment house keeper. May 12; A. W. Sadgrove, solicitors, 64, Mark-lane, London.  
 ROBERTS (Anne), Birmingham, Worcester, spinster. June 3; Carlisle and Ordell, solicitors, 8, New-square, Lincoln's-inn, London.  
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 ROBERTS (Stephen S.), Nottingham, hosier. April 19; Wells and Hinde, solicitors, Nottingham.  
 ROYALD (Maria L.), 5, Manchester-square, Middlesex, widow. May 15; M. and F. Davidson and Burch, solicitors, 35, Spring-gardens, London.

SAYER (Thomas), Winton, Kirby Stephen, Westmoreland, blacksmith. May 7; Thos. H. Preston, solicitor, Kirby Stephen.  
 SHORTER (Wm.), 44, Clarence-street, Milton-next-Gravesend, Kent, baker. April 30; Alfred Tolhurst, solicitor, New-road, Gravesend.  
 SIMPSON (Jno.), Rugeley, Stafford, gentleman. May 5; Gardner and Sons, solicitors, Crossley Stone, Rugeley.  
 STABLES (Geo.), Lodge Farm, and Oulton, Stone, Staffordshire, farmer. May 13; Wm. Saben, solicitor, Stone.  
 SELMAN (Solomon), Carlton, Mablethorpe, farmer. June 1; Benj. Gardner, solicitor, Bewdley.  
 STRANGE (Jno.), Circus-mews, Bath, job master and livery stable keeper. May 8; Burne and Rooke, solicitors, 37, Gay-street, Bath.  
 SHARP (Emilia), Portland House, Tulse Hill, Surrey, widow. June 4; Wilde and Co., solicitors, 21, College-hill, London.  
 THOMAS (Wm.), Woodbridge, Suffolk, shipowner. May 31; Geo. Moor, solicitor, Woodbridge.  
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 WOOD (Lydia), Ailsea, Eglehayle, Cornwall, widow. May 15; Thos. Sloggett, Terrace House, St. Leonard, Exeter.  
 WOOD (Thos.), Camelford, Cornwall, miller. May 15; Force and Battisill, solicitors, Deanery-place, Exeter.  
 WATKINS (Jno.), Tuppley, Hampton Bishop, Hereford, farmer. June 1; James and Bodenham, solicitors, Hereford.  
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#### LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Societies, as to the several Examinations, as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

A LAW STUDENT calls our attention to the fact that the Master of the Rolls has decided, in reference to sect. 3 of 6 & 7 Vict. c. 73, that articles of clerkship are not assignable. This is certainly a startling announcement, for not only are assignments of common occurrence, but the Stamp Act of 1870 provides for "assignment of articles of clerkship," which requires a 10s. stamp. Moreover, in all suitable publications a form of assignment of articles will always be found. A careful reading of the section and other provisions in the Act, however, seem to warrant the decision of the Chancery Division in *Ex parte Adams* (10 L. Rep. Q. B. 227), which was followed by the Master of the Rolls in a more recent case. Sect. 5, however, contemplates an "assignment" under certain circumstances, but not so as to alter the construction of sect. 3, which, when read by the light of section 13, seems to make the view of Sir George Jessel not only intelligible, but the only one which can reasonably be adopted.

THE following lectures and classes in Common Law are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday class 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, Lecture, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

THE general rules and regulations as to the several examinations prior to admission on the roll of solicitors, and as to taking out and renewal of annual certificates, issued on the 2nd Nov. 1875, provide in effect "that if any solicitor of the Supreme Court, after having at any time taken out a stamped certificate, shall, for the space of a whole year from and after the expiration thereof, have neglected to renew the same for the following year, or has failed to obtain such a certificate within twelve months from the date of his admission on the Roll, the registrar shall not afterwards grant a certificate to such solicitor, except under an order of the Master of the Rolls, and for the purpose of obtaining such an order the applicant shall, six weeks before the application is intended to be made, give notice thereof as in the case of an original admission, and the affidavits in support of such application shall be filed at the Petty Bag Office, and a copy thereof shall at the same time be left with the clerk of the Petty Bag, to be delivered by him to the Registrar of Solicitors, and the order for such taking out or renewal, shall (if made) be drawn up on reading such affidavits, and an affidavit of such copies having been left and notices given. Upon an application to dispense with the required notice of intention to take out or renew a certificate, a summons must be served on the Registrar of Solicitors calling on him to shew cause within ten days why such taking out or renewal of certificate should not be allowed; and if no cause be shown to the satisfaction of the Master of the Rolls, he may make an order for allowing such certificate to be issued."

#### EASTER EXAMINATION, 1877.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT, held at Lincoln's Inn Hall, on the 22nd, 23rd, 24th, and 26th March, 1877.

The Council of Legal Education have awarded to the following Students certificates that they have satisfactorily passed a public examination: Bennett, F. A. Ker, Hon., Inner Temple; Blackburn, W., Inner Temple; Blackwell, P. T., Inner Temple; Brown, L. M., Inner Temple; Chamberlayne, W. C. I., Middle Temple; Cooper, C. J., Lincoln's Inn; Corbett, J. S., Middle Temple; Coward, J. C. L., Gray's Inn; Cripps, C. A., Middle Temple; Davids, T. W. E., Middle Temple; Farfan, J. F. A., Inner Temple; Fillan, T. T., Middle Temple; Flanagan, J. W., Lincoln's Inn; Gray, H. L., Lincoln's Inn; Green, E. G., Middle Temple; Green, F. T., Inner Temple; Hart, H. W., Inner Temple; Hemphill, S. C. J., Middle Temple; Hewlett, R. W. S., Lincoln's Inn; Howell, H. L., Lincoln's Inn; Huth, B. B., Inner Temple; Jackson, W. B., Inner Temple; Janion, R. G., Lincoln's Inn; Kekewich, T. H., Inner Temple; Lawe, J. D., Middle Temple; Lee, A. M., Lincoln's Inn; Le Breton, H. P., Inner Temple; Micholls, E. M., Inner Temple; McKean, C. P., Inner Temple; Musgrave, H. Y., Lincoln's Inn; Otter, J. L., Inner Temple; Peppys, W. C., Lincoln's Inn; Plumptre, C. C. M., Middle Temple; Pollock, H. C., Inner Temple; Prankerd, A. A., Lincoln's Inn; Preston, F. W., Lincoln's Inn; Quayle-Jones, W. H., Middle Temple; Robert, S., Inner Temple; Ruegg, A. H., Middle Temple; Saunders, F. T., Lincoln's Inn; Scarborough, J. L., Lincoln's Inn; Sircar, J. N., Middle Temple; Stephen, H. St. James, Middle Temple; Thorpe, W. G., Middle Temple; Wakeman, H. O., Inner Temple; Walton, J. L., Inner Temple; Wheeler, G. J., Lincoln's Inn; White, J. D., Lincoln's Inn; Williamson, A. J., Inner Temple; Wilson, D. B., Inner Temple; Wilson, R. W. R., Lincoln's Inn; and Witta, B. L., Lincoln's Inn.

The following students passed a satisfactory examination in Roman Law only: A. Arnold, C. M. Atkinson, A. W. Baird, J. E. Banks, E. A. Bartlett, H. A. Bentinck, J. Blackburn, J. D. Bouchier, H. D. Broughton, H. C. Brown, W. Brown, W. A. Burn, T. T. Buak, C. F. Cagney, A. Cass, D. Campbell, G. H. Cartland, R. Christian, E. H. Clutterbuck, Y. F. Edgeworth, A. W. Fawkes, J. Fort, A. Grey, E. W. S. Giddy, H. A. A. Gridley, W. F. Hamilton, W. E. Harbott, W. M. Hopley, R. H. B. Hotchin, P. J. Joaquin, J. B. Jones, H. G. Joseph, W. H. H. Kelke, R. M. Kennedy, R. E. C. Kettle, A. Kingdon, E. P. A. Law, J. A. Lees, A. H. F. Lefroy, E. K. Lopes, J. A. McCarthy, W. G. E. Macartney, W. H. Manning, G. H. Mellor, W. F. Mera, L. A. Montefiore, C. P. Moore, H. O. Moore, C. F. Morrell, C. H. Mounsey, M. Y. Nagaoka, E. Page, J. A. Patron, S. I. Phipson, E. Radford, A. Romilly, H. N. Rooper, G. B. Roher, H. Rowse, W. P. Smith, H. W. Simpkinson, W. H. Solomon, H. R. Spratt, W. Symon, J. Tanner, C. J. Tyas, G. F. Vernon, and S. H. Williamson.

#### DEWSBURY, WAKEFIELD, AND DISTRICT LAW STUDENTS' SOCIETY.

THE second ordinary meeting of this society was held on Thursday, the 29th of March last, at the Town Hall, Wakefield. Samuel Bruce, Esq., barrister-at-law, presided. The question for the evening's discussion was as follows: "Can a contract within the Statute of Frauds be wholly waived and abandoned before breach by a subsequent agreement not in writing?" Mr. Marks and Mr. L. R. Walker supported the affirmative, and Mr. Beaumont and Mr. Lister the negative. After a lengthy discussion the chairman summed up and put the question to the meeting, when it was, with the chairman's vote, decided in the affirmative. A hearty vote of thanks to the learned chairman terminated the proceedings.

#### THE LAW STUDENTS' DEBATING SOCIETY.

THE following is the quarterly report of the Hon. Sec., John Indermaur, Esq.:

In compliance with rule 15 of your society I beg to make the following statement of the society's proceedings during the past quarter.

The quarter has comprised twelve meetings, at which four legal and six general questions have been discussed. One of such evenings was devoted to the business of the society, and the other of such meetings was adjourned on account of the very small attendance, *vide infra*, seven.

Twelve members have been elected during the quarter, and five have resigned, and seven have been struck off the rolls for non-payment of fines and subscriptions under rule 8; and I have much regret in announcing the death of Mr. Kenrick (of the firm of Roote, Kenrick, and Co.), an old and valued member of the society, who in past years has held various offices in it. There are now on the rolls of the society 229 members.

The average number of members attending the meetings has been twenty, the highest number has been thirty-two, and the lowest seven. The average number of speakers has been ten, and of voters thirty-two, of which latter an average of eleven voted in person, and

## BANKRUPTCY LAW.

## BANKRUPTCY LEGISLATION AND BANKRUPTCY REFORM.

The following observations, by Mr. Motteram, Q.C., judge of county courts, and Mr. Sebastian Evans, Barrister-at-Law, have been recently issued:—

## DIFFICULTIES IN THE WAY OF BANKRUPTCY LEGISLATION.

These difficulties arise in a great measure from the temptation to fraud which besets so many of those interested in the property of an insolvent debtor. Only too frequently the debtor endeavours to appropriate to himself that which in justice belongs to his creditors, or to favour certain creditors at the expense of others; creditors endeavour to secure the payment of their own particular debts, regardless of the interests both of the debtor and the other creditors, while some of those professionally employed in realising the estate are by no means always above resorting to devices for increasing their own emoluments at the expense of debtor and creditor alike. Even where all concerned are honest, many difficulties remain. Men of business, to whom time is money, in many cases, as a more matter of economy, prefer writing off a bad debt to incurring the trouble and expense of securing a doubtful dividend. In many cases, also, they are anxious not to publish their losses to the world, and still more anxious not to publish the fact that such losses are of sufficient importance to themselves to induce them to take any great trouble to diminish them.

All of these difficulties must ever stand in the way of any bankruptcy legislation; but there are others, created by the present state of the administration of the law, which cannot be removed by any reform which does not involve, to some extent at least, an alteration if not a partial reconstitution of the tribunals as well as of the mode of procedure for adjudicating in bankruptcy cases, and administering the bankrupt's estate.

## DEFECTS OF THE PRESENT SYSTEM.

With regard to the defects in the present bankruptcy law and the mode of its administration, the report presented in July 1875, by the committee appointed by the Lord Chancellor to consider the question, and the supplementary report of Mr. Parkyns, the auditor general in bankruptcy, call especial attention to the abuse of the system of appointing proxies and the expense attendant on the proceedings under the Bankruptcy Act now in operation, but they lay less stress on the inadequacy of the provisions against fraud and preferential payments, and the absence of any really effectual provision for the proper audit of accounts, which are among the most signal defects of the Act of 1869. In fact, the reports altogether understate the evils of the present system and the vicious practices which have grown up under its protecting shadow. As matters at present stand, the expenses of administering a bankrupt's estate are greater, and as a necessary consequence, the dividends to creditors smaller than they ever were. No practically efficient check really exists either against the frauds of dishonest debtors or the rapacity of dishonest receivers and trustees. If any evidence were wanted to prove this, is it not to be found in the fact that the amount of unpaid dividends now in the hands of trustees, which if not in the pockets of the creditors ought to be multiplying in the hands of the State, may be counted by hundreds of thousands of pounds?

It is needless, however, to insist on the many and various evils of the present system. All, or nearly all, ultimately resolve themselves into a single one. Under the existing law the creditors are allowed to create for themselves an extra-legal officialism, which is not clothed with any adequate authority or responsibility, and is practically unchecked by any proper supervision. (a) The management of proceedings in bankruptcy or insolvency by these means becomes a lucrative employment in the hands of a newly-created class of extra-legal officials, whose interests are not those of the debtor, the creditors, or the State, but simply their own.

The results of the license thus allowed are to be read in the history of a vast number of cases, year by year becoming more numerous, in which the trustee and certain classes of creditors, sometimes assisted by the debtor himself, contrive to play into each other's hands at the expense of the more careless or more scrupulous creditors.

## PRACTICAL PRINCIPLES.

These being the difficulties in the way of bankruptcy legislation and the evils of the present system, what are the practical principles which should guide the efforts of the Legislature in the direction of bankruptcy reform?

(a) The report of the trustee and the present audit by the receiver of the court, and the subsequent audit by the auditor-general, is not satisfactory.

Too much officialism in dealing with bankrupt and insolvent estates has more than once already broken down as completely as too much licence allowed to the creditors.

A certain amount of officialism, we think, is necessary in the interest of the creditors themselves, in order to ascertain and secure their rights, which experience has shown they will not do for themselves. On the other hand, in the interest of the State, a certain amount of licence to creditors, combined with stronger inducements to look after their own interest than can at present be brought to bear on them, is also necessary in order to prevent Courts of Bankruptcy from being overburdened with an army of officials paid for by the State, at an expense out of all proportion to their utility. What is required, in fact, to bring the law into a state of stable equilibrium after its many oscillations, is so to adjust its provisions as not not to take the management of the creditors' affairs out of their own hands, but at the same time to introduce sufficient official supervision to secure certainty in the proceedings, honesty in the conduct of them, and authority to enforce decisions arrived at in conformity with the law; in short, a fusion of officialism with proper licence to creditors, in which neither will preponderate, but each assist and control the other.

The suggestions we desire to make to effect this object are not of a sweeping character. They are made with a view not by any means of repealing the Act of 1869, but of rendering it really effectual in its working, so that its provisions may operate fairly to the debtor and beneficially to the creditors.

In theory, indeed, the principle of the Act appears to us distinctly sound, although the carrying out of the principle in practice has resulted in a failure so gigantic that the worst system of officialism would be preferable.

## GENERAL OBSERVATIONS.

Before proceeding to consider the necessary alterations in the procedure under the Act to render the working of it effective, we wish to make a few general observations on the bankruptcy law as it now exists.

In the first place, we see no good reason why the distinction between traders and non-traders should be preserved; all who are insolvent and unable to pay their debts should, generally speaking, we think, be treated alike.

Secondly. The distinction between executions amounting to £50 and executions exceeding that amount might with advantage, we submit, be abolished. The course of procedure with regard to executions above £50 is, we apprehend, the one most consistent with the interest of the general body of an insolvent's creditors, as placing it in their power to bring back into the insolvent's estate the property seized under the execution, provided within a certain number of days from the date of the levy the execution debtor shall be adjudicated bankrupt.

Thirdly. We would recommend that all bills of sale should be invalid which are not registered and in respect of which the money is not advanced at the time of the execution of the instrument, and registration should not, in any case, be permitted after ten days from the date of execution.

The frauds that are committed on *bona fide* creditors by means of bills of sale, and the amount of money belonging to the bankrupt's estate that is wasted in contesting them, would be incredible to persons not intimately acquainted with these matters.

Fourthly. Preferential payments, again, present a most promising field for the exercise of legal ingenuity, and as a consequence, large sums, which ought in justice to be employed in paying dividends to creditors, are consumed in litigation.

With respect to this subject, the law, as declared of late years, has been singularly in favour of the preferred creditor, and against the body of the creditors generally; so much so, indeed, that it is difficult now to avoid any preferential payment when it has originated under the auspices of, and the operations with regard to it have been conducted by, persons possessing any legal experience in these matters.

Even if the tide of legal decision had not of late so strongly set in favour of the preferred creditors, we think it would, nevertheless, be to the interest of the general body of creditors that all payments made by an insolvent, otherwise than in the ordinary course, or in the way of his trade (if a trader), should be rendered void, provided the payments are made within a certain period of time—say a month—of bankruptcy.

Fifthly. The law with respect to "reputed ownership" is also in a very unsatisfactory state, and in its operation frequently works injustice upon innocent and unsuspecting persons. When it was first introduced into our law it was intended to prevent traders obtaining fictitious credit by surrounding themselves with property apparently, though not really, their own. Of whatever advantage this might have been at the time it first

became law, it can be but of slight, if, indeed, of any advantage now. At the present day nobody is really deceived, who does not choose to be so, by such appearances, and so many exceptions, since trade has been conducted on different principles, have been introduced and ingrafted upon the law, that it is questionable whether it would not be better to strike it out of the bankruptcy code altogether; our own opinion is that it would. How strange it seems to the non-legal mind, that a barge on the river Thames in the reputed ownership of a bankrupt, with the consent of the real owner of it will not pass to the trustee of the bankrupt's estate on the bankruptcy, whilst the furniture in the possession of the bankrupt of which he is the reputed owner, with the real owner's consent, will pass to the trustee. We know the reason alleged for this difference is that the custom to let barges on hire is notorious, whilst, it is said that the custom to let furniture on hire is not so notorious; but is this really the present day any valid reason why one person's property—whatever may be his profession or trade—should be taken to pay the debts of another, simply because he has allowed another to have them in his possession, on hire or on loan, at the time of his bankruptcy? It is not so in the case of a non-trader—why should it be so in the case of a trader?

Sixthly. We see no good reason why an insolvent should not be allowed to present a petition to the Court of Bankruptcy for an adjudication against himself, thereby seeking its protection for himself and his property, which, on the presentation of the petition, should become immediately vested in an officer of the court in the manner hereinafter pointed out.

Seventhly. All petitions for liquidation of every kind, as they now exist, should be finally abolished. It is, we think, essential that all proceedings in the Court of Bankruptcy should be simple, alike in character, and, as far as possible, carried on by the same machinery, and this whether the adjudication is obtained on the petition of the debtor himself or of the creditor, which of course should be allowed to continue as at present. Out of court, though under its sanction as hereafter proposed—but only for the purpose of giving to the proceedings validity, and all parties to them complete security, by judicially deciding at the outset upon the sufficiency of the instrument by which the composition is proposed to be carried out—we would allow arrangement by composition between the insolvent and his creditors. All arrangements between creditors and the insolvent would thus be reduced to bankruptcy on the insolvent's own petition, or on the petition of his creditors, or composition under the sanction of the court as above explained. No other form of arrangement should be permitted, except by letters of license, which might continue as at present; but in all cases where the property of the debtor is to be transferred from himself for the benefit of his creditors, the proceedings, so far as the custody of the estate and the funds to be derived from the realisation of it are concerned, should, we submit, be under the supervision of the court, although the mode of realisation and the management of the estate should be directed and governed by the creditors themselves.

On the presentation of a petition for adjudication by the insolvent himself, his property would become immediately vested in the court, but on a petition at the instance of a creditor praying for an adjudication against the insolvent, the property should vest only on adjudication.

## OFFICIAL TRUSTEE.

In order to carry out these important alterations, it would be necessary to create a new office at some of the County Court circuits or districts. The holder of this office might be called the "official trustee" of the court, and the appointment, we think, should rest with the County Court judge of the district. His duties should be performed at the County Court, and his remuneration, which should be in the shape of a salary, and not of fees, should be not less than £1000 or £1200 a year, which would, we think, be sufficient to attract candidates of ability, and to secure their integrity so far as an adequate salary can secure it.

In this officer should become vested the books, papers, and the whole of the insolvent's estate, at the time and in the manner before stated. He should in all cases be the receiver of the insolvent's estate, and under the direction and with the sanction of the court, should, as such receiver, take all steps necessary for the protection of the property until a meeting of the creditors is held, and the creditors have resolved in what way the insolvent shall be dealt with, and his property realised or made available for their benefit.

## PROCEDURE.

Under the proposed system, the course of proceeding would be according to the Act of 1869, except where the modes we propose would be inconsistent with it.



revolutionary experiments. It has been our aim to introduce the least possible alteration in the law consistent with rendering it thoroughly efficient, to simplify its provisions, and to adapt the methods of procedure to the needs of debtor and creditor alike of the trading and non-trading communities. Absolute finality is not to be looked for in legislation, more particularly in a department like that of bankruptcy law, which affects so many individuals continually on the watch to detect its flaws and to evade its provisions; but we venture to believe that the consolidation of the amendments we have suggested with those portions of the existing law which have been proved by experience to work satisfactorily in practice, would render any further change unnecessary for a far longer period than the lifetime of any previously-adopted system.

#### BANKRUPTCY DECISIONS IN THE YEAR 1876.

##### ACT OF BANKRUPTCY.

A TRADER applied to his brother, who had previously advanced him £890, for a further advance. The brother refused to make any advance without security, whereupon the trader promised to give him a bill of sale of all his property to secure both his past and fresh advances, if he would advance £150. The brother then advanced £150 at once, and on two subsequent occasions advanced two further sums of £50, but the bill of sale was not executed till the day when the third £50 was advanced. The bill of sale was expressed to be a security for the £950, and any further advance that might be made. Sums to the amount of £100 were subsequently advanced by the brother, and within a month after the execution of the bill of sale the trader was adjudicated a bankrupt.

Held (reversing the decision of Bacon, C.J.), that the £150 must be treated as a fresh advance, and that having regard to the substantiality of that advance, and to the *bona fide* intention to enable the debtor to continue his business, the bill of sale was not an act of bankruptcy.

Where a debtor assigns all his property to a creditor to secure a past debt as well as a fresh advance, the fresh advance, if a substantial one, prevents the assignment from being an act of bankruptcy, just as effectually as the omission of a substantial part of the debtor's property from the assignment would do. But it depends upon the circumstances of each case whether the advance is substantial or not: (*Ex parte King, re King*, 34 L. T. Rep. N. S. 466).

The jury having awarded £5000 damages against the co-respondent in a suit for divorce, the Divorce Court ordered the co-respondent to pay that sum to the husband, the latter undertaking that he would immediately on receipt thereof pay it into the registry of the court to abide the further orders of the court.

Held, that there was not a good debt to support a petition in bankruptcy by the husband against the co-respondent.

Per Cockburn, C.J.—The order does not create a sufficiently good petitioning creditor's debt. The award of damages by the jury with an order of the court giving effect to the verdict of the jury, would not of itself form a ground of action, or constitute a good petitioning creditor's debt. In order to constitute such a debt you must have that which may be the immediate subject of an action at law, or you must have a judgment capable of being enforced by execution: (*Ex parte Muirhead, re Muirhead*, 34 L. T. Rep. N. S. 303.)

##### ACTION BY TRUSTEE.

In an action brought by debtors before their insolvency and the filing of a petition for liquidation under the Bankruptcy Act 1869, the trustee appointed under the liquidation was called on to elect, under sect. 142 of the Common Law Procedure Act 1852, whether he would continue the action and give security for costs, and he declined to continue the action and give such security, and it was

Held, by the Exchequer Division, that the trustee was not thereby estopped from subsequently bringing a fresh action against the same defendants for the same cause of action.

Per Cleasby, B.—The debtors themselves would be barred from bringing another action, because the fact of the cause of this action having been the subject of a judgment would be a complete answer to any fresh or future action by the same parties for the same cause, but the trustee of an insolvent debtor does not simply represent the debtor: (*Bennett v. Gamgee*, 35 L. T. Rep. N. S. 764).

(To be continued.)

MR. B. SHAW, the junior counsel for the respondents in the Eidsdale appeal, died on Sunday, after a few days' illness.

THE names of Mr. Cotton, Q.C., Mr. Little, Q.C., and Mr. Butt, Q.C., are connected with the new judgeship.

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**DEFAULT SUMMONSES IN THE COUNTY COURTS.**—Your correspondent "Subscriber" objects very properly to the delay he points out in obtaining judgment. Unfortunately for the County Courts they have always been behind the Superior Courts. For example, the large improvements by the Common Law Procedure Act 1852, soon after their establishment, and directly after the present most important improvement of sect. 1, to give judgment after sixteen days, the Judicature Act gave the same in the High Court in eight days. The most desirable amendment, I submit, would be to reduce the County Court time also to eight days; but I cannot agree with your correspondent in seeking to require defendant's affidavit of defence just at present, nor, as I read the Act of 1875, and rules, does there appear much reason for such a serious change. The practice referred to by your correspondent, of the judge giving time at the so-called hearing of a default summons, is not, so far as I know, followed in any metropolitan court. I disputed the judge's power in one court last year, and I believe it now to be settled that a defendant who appears on the hearing, after giving notice of defence to a default summons, and then admits the debt, in part withdraws his defence, and the plaintiff has a right to the judgment forthwith, as directed by sect. 1, unless he thinks proper to consent to any other order. The costs to a defendant giving such notice of defence are certainly increased by the expenses of witnesses, solicitor, and perhaps counsel attending the court, although the court fee on an admitted debt is the same as judgment by default without notice of defence.

G. MANLEY WETHERFIELD.

2, Gresham Buildings, E.C., 5th April 1877.

**SOLICITORS' AGREEMENT UNDER 33 & 34 VICT. c. 28, s. 4.**—With reference to the specimen digest of the law relating to solicitors of the Supreme Court appearing in your journal, I wish to call attention to the second paragraph appearing in your issue of March 31, which says in effect, quoting 33 & 34 Vict. c. 28, s. 4, that wherever an attorney or solicitor has made an agreement in writing with his client respecting the amount and manner of payment for the whole, or any part of any past or future services, fees, charges, or disbursements, in respect of business done or to be done by such attorney or solicitor, whether as attorney or solicitor, or as an advocate or conveyancer, by a gross sum, &c., &c., the agreement is liable to taxation. Is this correct? The first part of sect. 4 of 33 & 34 Vict. c. 28, seems only to enact that the remuneration of attorneys and solicitors may be fixed by an agreement, and then there is a proviso that when any such agreement shall be made in respect of business done, or to be done, in any action at law or suit in equity, the amount payable under the agreement shall not be received by the attorney or solicitor until the agreement has been allowed by a taxing officer of a court having power to enforce the agreement. Is it to be understood from this that agreements for any sort of work done are liable to taxation, or only where an agreement is made with reference to work done, or to be done, in respect of an action? VIGORNIA.

[The true position was not precisely stated in the paragraph to which you refer. Sect. 4 provided as you suggest, but other sections, notably sects. 8, 9, and 10, appear to render almost nugatory the principal aim of this Act, and bear out the view stated in the digest.—ED.]

**DUCHY OF CORNWALL SALES.**—Complaints have from time to time been made in your columns of solicitors for vendors inserting in their conditions of sale that they will, for a certain charge, furnish the purchaser with a deed of conveyance. It is, no doubt, a reprehensible practice, and which is seriously at variance with the usual custom which has been from time immemorial in vogue that the purchaser's solicitor should prepare the conveyance. If it is objectionable among solicitors, I fail to see why the law clerk of the Duchy of Cornwall should be at liberty to adopt it, and should tout for practice and interfere with the rights and privileges of the purchaser's solicitor, and insist on a right to prepare the conveyance; and yet this is what is done at the Duchy sales, as you will see by the enclosed particulars. The condition, besides being objectionable, is misleading, as anyone would suppose that under the Act it was imperative the conveyance should be prepared as mentioned; whereas the Act contains nothing of the kind. At the sale in question it was asked if a gentleman prepares his own conveyance will he escape the payment of the fees? to which it was replied, "No." The matter is one

not worth making a fuss about, yet it is one which ought not to pass unnoticed. The conveyance, as eventually prepared, was nine folios in length, for which a solicitor's charge would have been £1 5s. for instructions, drawing, and engrossing, and yet the charge made was £12 12s., exclusive of stamps. QUEEN'S.

## NOTES AND QUERIES.

None are inserted unless the name and address of the writer are sent, not necessarily for publication, but as a guarantee for bona fides.

### Queries.

144. **COPYHOLD—SURRENDER.**—A., the owner of a copyhold estate of inheritance in fee simple, surrenders the same to B., by way of mortgage, to secure a principal sum and interest, and his wife joins to release her dower or freebench. The surrender contains a condition for redemption of the estate, on payment of principal and interest. According to the custom of the manor, where the husband is seized in fee of a copyhold estate during his intermarriage, his wife, after his death, is dowerable in a fourth part thereof. The mortgagee has sold the estate, and he and the mortgagee are about to surrender to the purchaser. The question is whether the wife of the mortgagor is a necessary party to the surrender. F. W. H.

145. **CORPORATION—LETTING LAND.**—It is a rule of law, that a corporation can only bind itself by deed, is an agreement for letting land under the seal of a local board, which is a corporate body, and in which the word "agree" instead of "covenant" is used, valid as a deed, and would such an agreement require a 10s. stamp, although the rent reserved is under £50, which, between ordinary parties, would only require a 5s. stamp? SUBSCRIBER.

146. **SECT. 15 OF BANKRUPTCY ACT.**—Can any of your readers refer me to any case explaining the word "tools" in sect. 15, sub sect. 2, of the Bankruptcy Act, 1869. Would it include in a liquidation, carts, carting, or trucks? ARTICLED CLERK.

147. **RIGHT TO SUE FOR PROPORTION OF TITHE RENT.**—A. B., an outgoing tenant, leaves his farm on the 25th March, the half year's tithe rent charge is due on the 1st April following, and is paid (under notice of distress) by C. D., the incoming tenant. Can any of your readers point me to a decision of one of the Superior Courts on the right of C. D. to sue A. B. for the proportion of tithe up to the 25th March? Can it be said that tithe was either legally or equitably due from A. B., on the 25th March, so as to come within the 14 & 15 Vict., c. 25, s. 4? S. T. E.

148. **BANKRUPTCY.**—I should be glad of the opinion of some of your readers on the following: Two debtors, in partnership, filed a petition under sects. 35 and 36 of the Bankruptcy Act 1869, and, at the first meeting of creditors held therein, the creditors then assembled resolved, by a special resolution, to wind up the affairs of the debtors by liquidation, and appointed a trustee, who realized the estate, paid the dividends, called a meeting of the creditors, and, by resolution, obtained his discharge, and closed the liquidation. The debtors not having their discharges, and being desirous of obtaining them, the question arises who is to call the meeting, and in case the meeting is called, and the discharges granted by resolutions, who is to make the report of the report of the proceedings to the court, as the trustee, whose place it is to do it, is released, and, therefore, I presume, anything done by him after his release would be of no avail. If the released trustee's report would not be sufficient, by what means can the debtors obtain their discharge, and, in the event of their not obtaining it, what would be the status of the debtors as regards any property of which they might become possessed? I presume the trustee, being released, could not claim it; nor the creditors, seeing that they have, by resolution at a meeting duly convened, closed the liquidation? J. J. H.

149. **COPY WRIT ANNEXED TO AFFIDAVIT OF SERVICE—SIGNING JUDGMENT.**—I observe in the last number of the LAW TIMES you say that it is not usual or necessary to annex a copy of the writ to affidavit of service. I can only say that in the district where I reside the district registrar positively refuses to enter up judgment unless copy of writ is annexed to the affidavit of service. I shall be glad if you or any of your numerous readers will inform me, through your columns, if the district registrar is justified in refusing to enter up judgment on the above grounds. APRIL 10, 1877.

**A MANAGING CLERK.** [So far as London practice is concerned, what we stated is certainly correct; it is not usual, nor is it necessary, to annex a copy of the writ of summons to the affidavit of service. It was necessary under the old practice, but now a copy of the writ is filed when process is first issued, and a second copy on the file would be a needless incumbrance. It is one of those many minor points on which the rules of the Supreme Courts are silent. We cannot say, therefore, that the registrar is wrong, but he requires that which is unnecessary. A new rule should be framed to meet the point. We presume you are charged the fee stamp for filing the copy writ.—ED. SOLS. DEPT.]

### Answers.

(Q. 143.) **BANKRUPTCY—MORTGAGEE.**—Under the General Order in Bankruptcy of the former Bankruptcy Laws, the assignees, and not the mortgagees, would conduct the sale (*Ex parte Cudron*, 3 M. D. and De G. 302, V. C. K. B.; *Ex parte McGregor*, 4 De G. and S. 603), and I conceive that the practice is the same under the present law. The General Order in Bankruptcy, however, did not apply to equitable mortgages (as distinguished from mortgages of equitable interests), *Ex parte Taylor*, 18 Ves., 434; but I think that the trustee's solicitor would now be entitled to prepare the conditions of sale in the case of an equitable, as well as of a legal mortgage. R. T. F.



Wagstaffe v. Price  
Williams v. Hathaway  
The Clitheroe Lime Com-  
pany v. Briggs  
Wood v. Van  
Gardom v. Thomas  
Salt v. Moorat  
Maxwell v. Herapath  
Owen v. Parry-Jones  
Re Swaffield's estate;  
Swaffield v. Nelson  
Austin v. Swinburne  
Allsopp v. Walker  
Pearson v. Brady  
Weare v. White  
Garratt v. Hargreaves  
Staford v. Coxon  
Coulson v. York  
Gilbert v. Frost  
Re Powell's Estate; Kelly  
v. Kelly  
Alfrey v. Powell  
Inchbold v. The Yorkshire  
Conservative Newspaper  
Company (Limited)  
The Plating Company  
(Limited) v. The Shef-  
field Nickel and Silver  
Plating Company (Lim.)  
Cave v. Mackenzie

(Before V.C. MALINS.)  
Causes.

Re Wight - Wight v.  
Carter  
Apey v. Apey  
Clark v. Price  
General Works Company  
(Limited) v. Great  
Western of Brazil Rail-  
way Company.  
Same v. Same  
Turner v. Tepper  
Widgery v. Tepper  
Rae v. Vivers  
Gibson v. Head  
Ernest v. Evans  
Gilbert v. Endean  
Ingils v. St. Giles' Vestry,  
Cambridge  
Durham Building Society  
v. Turnbull  
Ashbee v. Appleby  
Wilson v. Hodgson  
McQueen v. Anderson  
Morle v. Willment  
Dunning v. Berridge  
Kenney v. Kenney  
Sheehan v. Houghton  
International Contract Co.  
(Lim.) v. McHenry  
Clark v. Girdwood  
Beale v. Gwynne  
Hanham v. Lord Jersey  
Re Brown (deceased)-  
Brown v. Denton  
Dear v. Moffat  
Williams v. Thomas  
Paas v. Carr  
Thompson v. Rogers  
Pater v. Mewburn  
Baker v. Silvester  
Young v. Higgs  
Winkley v. Winkley  
Turner v. Hand  
Butler v. Butler  
Eyre v. Mercer  
Thrane v. Redman  
Moffat v. St. James's Bank  
(Limited)  
Dear v. Moffat  
Dance v. Dabbs  
Murrell v. Sandon  
Edwards v. Great Eastern  
Railway Company  
Bones v. Cook  
Wilks v. Dickinson  
Blouse v. Warrington, &c.,  
Company  
Maretzky v. Lucas  
Tout v. Tout  
Pearce v. Pearce  
Mills v. Mardon  
Morres v. Lloyd  
Back v. Hay, Bart.  
Toms v. Toms  
Frewen v. Hamilton  
Harrison v. Walshall  
Kitchen v. Kitchen  
Slegert v. Findlater  
Plews v. Lee  
Martin v. Wale  
Guille v. Fox - Re Fox (de-  
ceased) - Leonard v.  
Guille  
Reeve v. Reeve  
Fearnough v. Fennell  
Parker v. Reeve  
Crabtree v. Mellor  
Tams v. Riles  
Poller v. Pegg  
Lane v. Flower - Flower v.  
Flower  
Rolls v. Pearce  
Naylor v. Goodall  
Meek v. Devenish  
Hill v. Theakstone  
Clayton v. Tomlinson  
Homer v. Homer  
Washbourn v. Rogers  
Saunders v. Dunman  
Burgess v. Gage  
Heaward v. Heaward  
Yarrow v. Knightly  
Brooks v. Harris  
Rendell v. Gardin  
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Milligan v. The Hellin  
Sulphur Company  
Cummins v. Poole  
Anderson v. Chancellor  
Jones v. Griffith  
Re Bishop's Estate; Coult-  
hurst v. Bishop  
St. Bartholomew's Hospi-  
tal v. Phillips  
Re Dawson's Estate -  
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Murray v. Malmesbury  
Railway Company  
Brown v. Kerby  
Joseph v. Mallett  
Boulton v. Williams  
Nash v. Ray  
Thomas v. Buxton  
Re Blake, deceased - Soli-  
citor for the Treasury  
v. Attorney-General  
Newens v. Oliver  
Curtis v. Wormald  
Archer v. The Langham  
Skating Rink Company  
(Limited)  
Commissioners of Sewers  
v. Glasne  
Re Pryor's Estate - Wor-  
raker v. Pryor

Causes.

Parkinson v. Ingleby  
Green v. Chapman  
Attorney-General v. Moase  
and Redway  
Aston v. Mytton  
Mytton v. Aston  
Re Grundy - Aston v.  
Mytton  
Banco de Lima v. Anglo  
Peruvian Bank (Limited)  
Tidbury v. Nash  
Ames v. Taylor  
Wyatt v. De Salomos  
Lydell v. Martinson  
Alfrey v. Fisher  
Watson v. Rodwell  
Watson v. Rutherford  
Prosser v. Smart  
Rees v. Morris  
Maude v. Wisker  
Aldridge v. Evans  
Re Barnard (deceased) -  
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Re Parker (deceased) -  
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Cottrell v. Ward  
Beddeman v. Harris  
Pulgar v. Hope  
Dumas v. Rogers  
Taunton v. Synnot  
Griffiths v. Jones  
Bryd v. Nunn  
Evans v. Thomas  
Gray v. Paul  
Gomme v. Brown  
Malle v. Drayson  
Smith v. Crabtree  
Wilcock v. Clegg  
Knox v. Samson  
Baines v. Marshall and Co.  
Morrell v. Cowan  
Jacques v. Millar  
Smith v. Pratt  
London, &c., Insurance  
Company v. Davies  
Robotham v. Dunnett  
Stone v. Gibbins  
Chadwick v. Appleton  
Moyley v. Cowie  
Warren v. Dibb  
Crowe v. Barnicot  
Hartley v. Dilko  
Re Stunt - Barlee v. Stunt  
Byne v. Leadbitter  
Holmfild v. Hart  
Attorney-General v. Bi-  
phosphated Guano Co.  
Phipps v. Queen In-  
surance Company  
Hutchinson v. Hutchinson  
Dence v. Mason  
Willis v. Bearcroft  
Sankey v. Williams  
Goulding v. Schofield  
Bate v. Willats  
Huntley v. Sanderson  
Cooke v. Chilcott  
Williams v. Raggett  
Maryshurch v. Rodriguez  
Smith v. Boast  
Rawlinson v. Hatch  
Kernick v. Bamfield  
Huntingdon v. Thomson  
Daigman v. Storer  
Parker v. Parker  
Brumby v. Lamb  
Rogers v. Shaw  
Sworden v. Jackson  
Norton v. London and  
North Western Railway  
Company  
Cruse v. Smith  
Herman v. Doerks  
Jackson v. North-Eastern  
Railway Company  
Blake v. Alfrey  
Blake v. Mayor, &c., New-  
port  
Roberts v. Foulkes  
Chaddock v. Müller  
Cupper v. Cochrane  
son v. Thacker

Moffatt v. Farquhar  
Hall v. Lovelock  
Hargreaves v. Lewis  
Metzler v. Wood and Co.  
Elliott v. Evans  
Bonnewell v. Association  
Land & Financiers  
Ward v. Wyle  
Wilson v. Morley  
Beddington v. Beddington  
Fletcher v. Kelly  
Davis v. Nathan  
Gale v. Gale  
Shuttleworth v. Murray  
Morgan v. Thomas  
Lancashire, &c., Railway  
Company v. Higgins

(Before Bacon, V.C.)

Causes set down previous to Transfer.

Clark v. Bullows  
Andrews v. Davison  
Evans v. Harry  
Capper v. Chapman  
Holcombe v. Adams  
Digby v. Floating Swim-  
ming Baths Co. (Lim.)  
Bagnall v. Carlton  
Hart v. Cohen  
Shetler v. Hare  
Taylor v. Eckersley  
Lane v. Venables  
Moore v. Pooley

Transferred from the MASTER OF THE ROLLS, Vice-  
Chancellor MALINS, and Vice-Chancellor HALL, pur-  
uant to Order dated the 28th Nov. 1876.

Terry v. Davies  
Lavery v. Manero  
Davidson v. Chiboust  
Casson v. Dormoy  
Rolle v. McLaren  
Haniel v. Putz  
Buckle v. Weir  
Richardson v. Bramall  
Waterson v. Heaven  
Smith v. Brind  
Davis v. Morgan  
Longbourne v. Fisher  
Fowler v. Powell  
Re Samuel, deceased  
Davis v. Jacobs  
Thompson v. Mogg  
Morgan v. Minett  
Joseph v. Vivian  
The Provident Permanent  
Building Society v.  
Greenhill

Set down since Transfer.

Howatson v. Mason  
Neaf v. Davis  
Morris v. Yorke  
John v. Harding  
Miller v. Shetton  
Re Jones - Jones v. Jones  
Bradbury v. Lamb  
Evans v. White  
Blount v. Mann  
Tranter v. Goodman  
Re Ackroyd - Ackroyd v.  
Ackroyd  
Basham v. Hutchinson  
Byron v. Deacon  
Denison v. Holmes  
Wilson v. Furness Rail-  
way Co.  
West London Wharves,  
&c., Co. v. Lane  
Eustace v. Lloyd  
Lowe v. Lowe

(Before V.C. HALL.)

Causes.

Earl Cowper v. Bell  
English v. Taylor  
Republic of Peru v. Ruzo  
Gurney v. Daughla  
The General Insurance  
Company v. Kahner  
Macfarlane v. Lister  
Attorney-General v. Mayor  
&c., of Darlington  
Atkinson v. Mason  
Mawlam v. Busby  
Blackburn v. Carlton  
Bodbard v. Cooke  
Harrison v. Pearce  
Cory v. Ker  
Re Ross  
Cundall v. Ross  
Re Meynell - Meynell v.  
Wright  
Wadsworth v. Brown  
Stewart v. Hopper  
Ashton v. Stock  
Ede v. Vyse  
Gael v. Gibb  
British Dynamite Com-  
pany (Limited) v. Krebs  
Re Young - Young v. Dol-  
man  
Phipp v. Gifford  
Isaac v. Wall  
Heard v. Heard  
Dawson v. Dawson  
Re Walker's Estate -  
Church v. Tyacke  
Aldridge v. Aldridge  
Ellis v. Griffith  
Allen v. Bewsey  
Rose v. Rose  
Gossett v. Campbell  
Moses v. Gillespie  
Kemp v. Bird  
Hulbert v. Briggs  
Bacon v. Bacon

Re Bull - Bull v. Deverell  
Gions, &c., Company v.  
Dalgarno  
Darke v. Horwood  
Pitley v. Baylis  
Taber v. Brooks  
Ashworth v. Mann  
Fatchett v. Ibbotson  
Mathias v. Wilts, &c.  
Canal  
Miligan v. Harding  
Eldridge v. Burgess  
Bedford v. Filbrow  
Re Blakeway (deceased) -  
Simcox v. Blakeway  
Re Parker (deceased) -  
Theed v. Phillips

The Nanty-Glo and Blains  
Iron Works Co. (Lim.)  
v. Carlton  
Original Hartlepool Col-  
lieries Co. v. Moon  
Moon v. Original Hartle-  
pool Collieries Co.  
Harris v. West London,  
&c., Building Society  
London and St. Katharine  
Docks Co. v. Metropolitan  
Railway Co.  
Hall v. Eve

Boosey v. Fairlie  
Marriott v. Cooper  
Smart v. Frideaux  
Culling v. Snelling  
Heather v. Pardon  
Dray v. Ward  
Barns v. Wilts, &c., Canal  
Cooley v. Belshaw  
Wright v. Wright  
Ffrance v. Ffrance  
Whitehead v. Sandford  
Sutton v. Huggins  
Bell v. Cooper  
Evans v. Ball  
Yonge v. Luke  
Pyke v. Cooke  
Smith v. Truscott  
Skeet v. Local Board of  
Bishop's Stortford  
Swinburne v. Hall  
Dorling v. Evans

Mortimer v. Slater  
Hutchinson v. Basham  
Bunyard v. McNeill  
Bennett v. Houldsworth  
Field v. Seward  
Nusey v. Blackburn  
Jones v. Johnson and Co.  
Knight v. Pullinger  
Re Radford - Cartwright v.  
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Jones v. Heavens  
Hope v. International  
Financial Society  
Re Latimer, deceased -  
Atkinson v. Latimer  
Re Jenkins - Wilson v.  
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Re Penpitt - Chester v.  
Phillips  
Robey v. Flint

Re Hotley, deceased  
Green v. Campbell  
Lonsdale v. Lonsdale  
Attorney-General v. Tom-  
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Re Warren's Estate - War-  
ren v. Tucker  
Evans v. Williams  
Graham v. Prosser  
Smith v. Le Eiche  
Watney v. Trist  
Coles v. Serocold  
Canning v. Green  
Canning v. Green  
Boyle v. Millin  
Millin v. Boyle  
The Alliance Bank (Lim-  
ited) v. Carr  
Carr v. The Alliance Bank  
(Limited)  
Garrard v. Kelly  
Newby v. Sharpe  
Holliday v. Heston  
Fennington v. Brinsop Hall  
Coal Company (Limited)  
Simpson v. Balmain  
King v. Manley  
Ramsay v. Shutt  
McHenry v. Mackenzie  
Re Walmesley, deceased -  
Harris v. Ferry  
Roberts v. Foulkes  
Smith v. Vestry of St.  
Pancras

Preston v. Etherington  
Thorpe v. Chorley  
Doddson v. Richardson  
Johnson v. Dallas  
Shirley v. Simmins  
Re Liddell - Liddell v.  
Carmichael  
Re Lingo - Mocatta v.  
Lingo  
Good v. Denny  
Payne v. Williams  
Wroe v. Dimsdale  
Astley v. Brown  
Fielding v. Charlton  
The P. and O. Steam, &c.,  
Company v. Bain  
Re Bemish - Bemish v.  
Taylor  
Re Atkins - Isworth v.  
Lane  
Hatfield v. Minet  
Booth v. Durose  
Dearlove v. Beeton  
Pitley v. Hale  
Woodrick v. Harris  
Eales v. Goodchild  
Re Austin - Austin v.  
Mason  
Mainprice v. Pearson  
Glegg v. Rainkill  
Wrighton v. Stuckfield  
Jagger v. Horstall  
Mountney v. Hopkinson  
Re Philpot, deceased  
Philpot v. Watson  
Davies v. Jenkins  
Grave v. Ditchfield  
Hinton v. Staff  
Walker v. Bannister  
Barlow v. St. John  
Hall v. Wake  
Cartwright v. Burrell  
Stimmins v. Shirley  
Platt v. Kershaw

Wrexham Brewery v.  
Weaver  
Worth v. Worth  
Re Cox  
Parkes v. Cox  
Re Challinor  
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Ivy House, &c., Company  
v. Cox  
Pearce v. Simms  
Spotwood v. Walden  
Macdonnell v. Copstake  
Re Downes - Paulden v.  
Downes  
Turner v. Pugh  
Matthews v. Spindler  
De Senger v. Walker  
Hayne v. Laurie Milbank  
Company  
Cooch v. Walden  
Mellor v. Thompson  
Burn v. Bishop  
Re Cowley  
Jackson v. Cowley  
Johnston v. Gregson  
Free v. Bridge  
Thomson v. Foster  
Attorney-General v. Gas  
Light, &c., Company  
Hamilton v. Hamilton  
Downman v. Raphael  
Caddbury v. Scott  
Wainman v. Jenkins  
Matthews v. Fring  
Abercrombie v. Bishop  
Bank of Whitehaven v.  
Thompson  
Re Dyke - Dyke v. Dye  
Dadds v. Jefferys  
Lobley v. Talbot  
Tyrrell v. Winfield  
Broadhead v. Hutchinson  
Kirby v. Fell  
Garling v. Roys  
Re Hewitt - Graham v.  
Hewitt  
Budd v. Gregory  
Parsons v. Harris  
Lucraft v. Fritcham  
Jones v. Grizzell  
Fisher v. Grizzell  
Sim v. Millard  
Wright v. Ball  
Lound v. Jones  
Giles v. Edwards  
Wainman v. Jenkins  
Hensby v. Hensby  
Parsons v. Harris  
Butterwick v. Wyatt  
Re Allen - Wickins v. Pa-  
ker  
Godson v. Godson  
Price v. Sandilands  
Samuels v. Edmonds  
Re Ratcliffe - Wardle v.  
Atkinson  
Re Mungrave - Sanders v.  
Gourley  
Re Hall - Cudde v. Gough  
Leigh v. Brooks  
Harris v. Nohar  
Harris v. Baily  
Davenport v. Bell  
Re Humble, deceased -  
Humble v. Bowman  
Earl of Rosebery v. Hask-  
cote

## COMMON LAW CAUSE LIST FOR THE EASTER SITTINGS.

### Queen's Bench Division.

#### NEW TRIAL PAPER.

##### For Judgment.

Ward v. Hobbs

##### For Argument.

Trial during Michaelmas Sittings, 1875.

Stobbs v. The Weardale Iron and Coal Company.  
Motion for judgment

Tried Trinity Sittings, 1876.

MIDDLESEX - Badham v. Gillespie [L.C.B.]  
DEVONSHIRE - Linscombe v. Grills [Amphlett, B.]  
NEWCASTLE - Angus and Co. v. Dalton and another. [Lush, J.]  
To be argued with demurrer. [Brett, J.] - Mr J. J. Ford  
STAFFORD - Pearce v. The Proprietors of Stourbridge  
Navigation [Brett, J.] - Mr J. J. Ford  
NEWCASTLE - Angus and another v. Dalton and others.  
To be argued with demurrer. [Lush, J.]

Moved Michaelmas Sittings, 1876.

LEEDS - Broadhead v. The Lancashire and Yorkshire  
Railway Company [Lush, J.] - Mr D. Seymour  
BERKE - Rumbold v. Adams [Brett, J.] - Mr G. G. G.  
STAFFORD - Pearce v. The Proprietors of Stourbridge  
Navigation [Brett, J.] - Mr J. J. Ford  
SWANSEA - Wilkie v. Stevenson [Cleave, B.]  
SUFFOLK - Clark v. Molyneux [Huddleston, B.]  
Mr B. T. Williams  
Mr F. Jones  
Mr M. Howard

Tried during Sittings.

MIDDLESEX - The Real and Personal Advance Company  
v. Beetham [Manisty, J.] - Mr Murphy  
MIDDLESEX - Rayner v. Mackintosh [Manisty, J.]  
MIDDLESEX - Wainscott v. North Staffordshire Railway  
Company [Pollock, B.] - Mr J. J. Ford  
MIDDLESEX - Jones v. Great Western Railway Company  
[Pollock, B.] - Mr D. Seymour  
LONDON - Child v. Holland [Manisty, J.]  
LONDON - Munyard v. Lowry and another [L.C.B.]  
LONDON - Same v. Walker [L.C.B.] - Mr A. G. A.  
LONDON - Mason v. Cory and another [L.C.B.]  
Solicitor General

## HIGH COURT OF JUSTICE.

## EASTER SITTINGS AT WESTMINSTER.

*This list contains the names of all actions entered in the Common Law Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a Judge and jury, up to and including the 10th April inst., being the first day of the sittings. The several causes are in the order in which they appear in the official cause list.*

Kinsman v. Turner  
Lay v. The Cornwall Chemical Co., Limited  
Bagenal v. Lacey  
Davies v. Clark  
Bateson v. Jordan  
Keys v. The Metropolitan Railway Company  
Hall v. Gill  
Kernot v. Huggins and another  
Kernot v. Huggins and another  
Taylor v. Nevill and another  
Lucas v. Bramwell and another  
Heather and Son v. Webb  
Adams v. Joaling  
Slade and another v. Ross  
Mercer v. The Ceylon Company Limited  
Beeton v. Masen  
Brooks v. Sleight  
Cope v. Webster  
Smart v. Baker  
Girdlestone v. Lewis  
Stratford v. Davis  
Gauntlett v. Conlin  
Drewe v. Harris  
Yuill v. Hallam  
Meyer v. The Royal Mail Steam Packet Company  
Tallerman v. Irish Condensed Milk Company (Limited) and others  
Cain v. Kent  
Prestopino v. Capitanos  
Sequin v. Bonteher  
Reg. on the Prosecution of the Board of Works for the Wandsworth District v. The Alum and Ammonia Co. (Limited)  
Toynbee v. Reed  
Smith and another v. Pearson  
Dickson v. Reeves  
Phillips v. Browne  
West v. De la Warr  
Perry v. Edwards  
Foster v. Picard and Co.  
Chick v. Underwood  
Foster v. Brooks and Terrell, jun. v. Thorogood  
Richards v. Lord Lisburne  
Croxford v. Hadfield  
Noonan v. Woodhams  
Reg. v. Grayson and another  
Woolf v. Harris and Co.  
Lewis v. Brass  
Booth v. Briscoe  
Fell v. Barnett and another  
Young v. Harrison  
Sharpe v. Hanson  
Williams v. Wood  
Mathews v. Brown  
Hamand v. Leeman  
Gaine v. Fielding  
Vaughan v. Bruce  
Beverington and others v. Everett and another  
Glenie v. Ellis  
Doll v. Michell  
Baker v. Butler  
Rees v. Greenalade  
Patrick v. Harper and others  
Trotman v. Macnamara  
Scott v. London and North Western Railway Co.  
Fielder v. Horrocks and another  
Howarth v. Guattari  
Moros v. Hickie  
Barker v. Side  
Williams v. Halaham  
Hooper v. Cox  
Gibbon v. Wilkinson and another  
Devereux and another v. Lovering  
British Mutual Investment Co. (Limited) v. Hurst  
Stallion v. Crossman and others  
Bright v. Fryer  
Jones v. Flight  
Barkley v. Longridge  
Austin v. Truman  
Burrant v. Arney  
Tidmarsh and another v. Parker  
Morley v. Robinson  
Fallows v. Read  
Smith v. Foxley  
White v. Taylor  
Isaacs v. Bishop and others  
Mair v. Railway Passengers Assurance Company  
Langdon v. Papineau  
Buckingham v. Laing & Co.

Keiser v. Maccomas and Company  
Hampton v. Drapeau  
Carstairs v. Hopcraft  
Millborn v. Jefferies  
White v. George  
Pictor v. Williams  
Beat v. Murphy  
Levasseur v. The St. Louis Glass Company  
Pivernau v. The St. Louis Glass Company  
Bateson v. Lawley  
Kleppberg v. Wohlgemuth  
Needham v. Field  
Chappell v. Tinker and another  
Hooper and others v. Board  
Barton v. The Millford Docks Company  
Morrill v. Statham  
Crowhurst v. Marlin  
Gillies v. Hedgeland  
Palmer v. Mobbs  
Lane v. Strange  
Robson v. Tidmarsh  
Price v. Maynard  
Saunders v. Hickson  
Samuel v. Jacobs  
Edmonds v. Butler and Company  
Beat v. Huddleston and Son  
Fry v. Neumann  
Pettitt v. Matthews  
Brown v. Gilbert  
Shocibred and Company v. Carmichael  
Middleton v. Pooley and another  
Adams v. Odell  
Crump v. Mumford  
Moore v. Basingstoke Urban Sanitary Authority  
Davies v. Grant Bros.  
Bawles v. Moore  
Mackenzie v. Cameron and another  
Wyman and another v. Lewis  
Wallace v. Malcolm  
Druggan v. Jarvis  
Southwood v. Rudkin  
Crowther and another v. Skeet  
Brown v. The Hartley Bottle Company  
Wenman v. Knapp  
Hobbs v. Martineau  
Dimbleby v. Salvin  
Grassi v. Marioni  
McMahon v. Franks  
Bayley and another v. Greaves  
Hughes v. Mahoney  
Trower v. Jones  
Phillips v. Lehain  
Woodell v. Flanagan  
Watmough v. Wilson  
The British Mutual Investment Co. (Limited) v. Deacon  
The British Mutual Investment Co. (Limited) v. Woodward  
Wolland v. Beard and another  
Flint v. Gaine  
Girdlestone v. Brighton Aquarium Company  
Phillips v. The Mayor of Weymouth, &c.  
Wilders v. Gunter  
Cronk v. Bell  
Hussey v. Roberts and another  
Bullock v. Butcher  
Bowler v. Cross  
D'Arcy and another v. Hannah  
Saunders v. Deakin and another  
Girdlestone v. Parker  
Graham v. Rendall  
Hall v. Paine and another  
Redrup and others v. King  
Dutton and wife v. Ives  
Deevignes v. Horne  
Lawrence et Ux v. North Metropolitan Tramways Company  
Dubois v. Phillips and another  
and Wife v. Rider  
Sully v. Bidley  
Gay v. Watts and others  
Goddard v. Wright  
Tomlinson v. Price  
Bryett v. Margoliouth  
Turquand v. Barnett  
Hinks v. Hall  
Hopkins v. Shaw and another

McAlley v. McAlley  
Evans v. Moore  
Edwards v. Smith  
Barrow v. Martin  
Solomon v. Engel  
Campbell v. Fowler  
Richmond Cavendish Co. v. Pooley  
Baker v. Peirson  
Jackson v. Friddle  
Beaver v. Henman and another  
Hunt v. Stringer  
Driscoll v. Delahaye  
Bowley and others v. Lloyd and wife  
De Netterville v. London, Chatham, and Dover Railway Company  
Tyler v. Thomson  
Cobb v. Noages and Co.  
Johnson v. Lewis  
Howard v. Blakeley  
Slade and Wife v. Allen  
Vickress v. Robinson and others  
Cook v. Micoad  
Aston v. Thomas  
Partridge v. Naidley  
Smith, Birch, and Company v. Saurland, Hatch and Company  
Clark v. Harvey  
Phillips v. Henson  
White v. Baxter  
Pritchard v. Hanrott  
Watt v. Beat  
Oastler v. Henderson  
Watt v. Knight  
Oral v. Dicker  
Carr v. Watson  
Horton v. Morgan  
Andrews v. Taylor  
Batten v. Lownds  
Partwee v. Kettner  
Prior v. Gater  
Kew v. Shelford  
Winkle v. Archer  
Harris v. Reece  
Fairhurst v. Hall  
Hill and others v. Morrison  
Sladen v. Ruck and another  
Nicholson v. Gilbert  
Shorthouse v. Smith  
Frimby v. Cleaver and others  
Symons v. Knight and another  
Miller v. Fuller and another  
Leighton v. Browne  
Brown v. Tilling  
Bolanchi v. Jackson and another  
Bradshaw v. Brookelbank  
Bayley v. The West Kent Gas Company  
Sedd v. Burstall  
Vickers and another v. Bird and others  
Harris v. Tandy  
Petritzka v. Petroochino  
Hughes v. Bradshaw  
Robinson and others v. Hopewell  
Jaggard and Wife v. Whittingham  
Jenner and another v. Dean and Son  
Westwood and another v. Marchant  
Re Bradley's Settlement  
Trusts  
Farmer v. Ehrenbacher and another  
Wakeley, Bros., v. Langston  
Evans and another v. Hall  
Austin v. The Company of Free Fishers and Dredgers of Whitstable  
Walker v. Nuthall  
Taylor v. Hallas  
Remington Sewing Machine Co. v. Treasurer  
Strong v. Tomalin  
Parlam v. Talbot  
Wills v. Russell  
Varnam v. Quentin  
Thorne, P.O. v. Whitehurst  
Dawson v. Forbes  
McCarthy v. Simpson, P. and Company  
Aydon v. Wheeler  
Lewis and another v. White and another  
Bath v. Strangways  
Dennett and others v. Butters Bros.  
Godbolt v. Elliott  
McKechnie and Wife v. London General Omnibus Company  
Freecott v. The Continental Life Insurance Co. of New York  
Brookes v. Drysdale  
Southern v. Barnett  
Edney v. Temple  
Garrett v. Tinsley  
McLean and another v. Blackett  
Wood v. Heritage  
Aubin v. Mordecai

Spikett and another v. Crockett and another  
Smith v. Mudge  
Solomon v. Jones  
Blaine and another v. Colborne  
Jones v. Lowther  
Palmer v. Weston and Co.  
Christie v. Meadows  
Longborne and another v. Pitman  
Linney v. Steward  
Rarrington v. Pinnock  
Piggford v. The London and South Wales Coal Company (Limited)  
Hazel v. Eymill  
Guerin v. Blin  
Varley v. Schneidt  
Morgan and another v. Nornott  
Slade v. Lake  
Warne v. London Tramways Co. (Limited)  
Geeson v. Mothersill  
Beeson v. Parkhouse  
Gibbons v. Lee and others  
L'Hercux v. Levy and Co. (Limited)  
Davies v. West  
Bebbington v. Dicks  
May v. Mayor, &c., of Huddersfield  
Maples v. Walters  
The Dunraven Adare Coal and Iron Company (Limited) v. Bright  
Oxley and another v. Olive  
Smith v. The Great Eastern Railway Company  
Rust v. Hatch  
Shardlow v. London, Brighton, and South Coast Railway Company  
Herring v. Grant  
Hore v. Horrell  
Hamilton v. Medwin  
Eyre v. Moffatt and another  
Robinson v. Fereday  
Abitbol v. Moss  
Blood and another v. Snow  
Kimpton v. Padmore  
Waghorn v. The Wimbledon Local Board  
Stanley v. Chinery  
Bustard v. South Yorkshire Coal and Iron Company (Limited)  
Alderman v. Garnham  
Brown v. Lawes' Chemical Manure Co. (Limited)  
Shaw v. Holt  
Tyler v. Hills and others  
Atterbury v. Cadman  
Serff v. Chelsea Vestry  
Martin v. Bonfield  
Merritt and another v. Ruston  
Bays v. Quina  
Marling and another v. West  
Howard v. Hopewell  
Ludlow v. Richardson  
Westwood and another v. Watkins  
Tildesley v. Beasley  
Robbins v. Walton  
Tegetmeyer v. Kigg  
Tegetmeyer v. Palmer  
Van de Water and another v. Bayley  
Bainbridge v. Burton  
Sawyer v. Emery  
Humphris v. Bolton and another  
Tomkinson and another v. Jellyman  
Clitt v. Bugh  
Cavenagh and another v. Cook and another  
Dunlop v. Hancock and others  
Ashby Trading, &c., v. Wright  
Beach and another v. Davenport  
Allbutt v. Mulliner  
Wright v. Bradshaw  
Henwood v. Bonney  
Wray v. Foster  
Taylor v. Sterky  
Billinghurst v. Ledger  
Fatscheider v. Great Western Railway Co.  
The Christians Bank v. E. J. Lund and Co.  
Horne v. Thompson  
White v. Gammon  
Hendra v. Hurry  
Potter v. Huppert  
Carter and another v. Fryer and another  
Shackle v. Unwin  
Martin v. Villiers  
Mackenzie v. Bank of Montreal  
Hooking v. Greene and another  
Unwin v. London and Westminster Supply Association (Limited)  
Crobie v. Cuffin  
Roberts and Wife v. Smith  
Lazarus v. Dancor  
Paisson, &c., v. Bushell

Anstey Paper Mills Company (Limited) v. Turner and Co.  
Binney v. Harrison  
Green and another v. Cleaver  
Donnan v. Forbes and another  
Donnan v. Forbes and another  
Milverton and another v. Howe  
Tasell v. Whiteley  
Gibson v. Geering Bros.  
Hewett v. Daubney  
Bates, Trading, &c., v. Dawson and another  
Redly v. Hanson  
Sippell v. Bainbridge  
Carter v. Ricketts  
Boovan v. Silver  
Dawson v. the Mayor, &c., of Maidenhead  
Howell, James, and Co. v. Fellows  
Lamb v. Denton  
Hudson and another v. Brown  
Gibbs and others, Trading, &c., v. Kelly  
The St. James Bank (Lim.) v. Smith  
Whittingham v. Tomalin  
Ricketts v. Corbett  
Davies and Co. v. Smith and Co.  
Llewellyn and another v. Mignon  
Denford v. Campbell  
Chatterton v. Henkins and Co.  
Sheldon v. Catalani  
Bray v. Strong  
Shell v. Webster  
Powis v. Wyand  
Southwell v. Hasluck  
Fryer and another v. Carter  
Gale v. Marsh and another  
Parks v. Allen  
Litt v. Barker  
O'Hagan, Lewis and others  
Pringle v. Field  
Westaway v. Eldridge  
Older v. Gay  
Bromhead v. Ward  
Howell, James, and Co. v. Beattie  
Seago v. Watts  
Jackson v. The Australian and General Wine Agency Company  
Frankenberg v. Ball  
Partridge v. Day  
Hudson v. Lawrence  
James and Wife v. Forster  
Barnett v. Bennett  
Fitzgibbon v. Grant  
Howell v. Chapman and another  
Oppenheimer v. Jacoby and Co.  
Thornicroft v. Copeland  
Trott v. Brotherhood  
Breyssig v. Bohomborg  
Elliott v. Randall  
Bridges v. Hacker  
Jenkins v. Blewitt  
Stevens v. Pattinson  
Poole v. Church and Wife  
Vickers v. Holland  
Brewer v. Miller  
Royal Exchange Assurance Corporation v. Catlin  
Case v. Smijth  
Knight and Wife v. Calver  
Dingwall and others v. Turner  
Turner v. Gee  
Calder and another v. Mann  
Barrett v. Pott  
Horncastle v. Graham and Co.  
Sutton v. Lamprell  
Pickworth v. Thompson  
Searle v. Joyce  
Knight and others v. Stein  
Martin and another v. Benjamin  
Watts v. Pooley and another  
The Agricultural and Horticultural Association (Limited) v. Wallace and another  
Seward v. Gabriel  
Scotts v. Chaplin and another  
Sharman v. Walbrook  
Coulthard v. The Great Western Iron Co. (Lim.)  
Haynes v. Lynn and another  
Williamson v. Norman  
Tourret v. Barrett  
Neumann v. Bogle  
Arnold v. Matthews and others  
Murphy, Trading, &c., v. Bartle  
Fraser v. Hancock  
Javal and Wife v. Moore and another  
Smith v. Harnden  
Wolf v. Metropolitan Railway Company  
The Royal Polytechnic Institution (Limited) v. Robinson and others

Berkeley v. McDermott  
Robinson v. Hoare  
Patch v. Evans  
Patch v. Fide  
Burrage v. Fitzgerald  
Atfield v. Metropolitan Railway Company  
Reeve v. Rogers  
Venner v. Plesse and another  
Long and Wife v. Winterbottom  
Copey v. Richens  
The Carlton Permanent Benefit Building Society v. Jeffery  
Osborne v. Haybo  
Wilson v. Corveto  
Day v. Hughes  
Butcher v. Yorke  
Edmonds v. May  
Friend v. London, Chatham, and Dover Railway  
Pritchard v. Green  
George v. Harris  
Hammond v. Hamford  
The Margate Aquarium Company (Limited) v. The Margate Skating Rink, &c., Company  
Wilson v. Gleig  
Major v. Sturt and others  
Collins v. Lloyd  
The Val de Travers Asphalt, &c., Company v. Sawyer  
Shore v. Bernard  
Love and another v. Pyman, Bell, and Company  
Stevens and Son v. Gabriel  
The City and County Bank (Limited) v. Bernard  
Grace v. Millward  
Williams and others v. Croese and others  
Aronson v. Langham Hotel Company (Limited)  
Hannah and another v. Hansford  
Morgan v. Williams  
Robinson v. Thomas and others  
Smith and another v. Durrant and another  
Smith and another v. Neuberger and Co.  
Lovering v. Salt  
Waterman v. Elliott and others  
Smart v. Priestley  
Plozman v. Kingham  
Culler and another v. O'Connor  
Simmons v. Morris  
Theobald v. Blankensop  
Davy v. Vancollie  
Bolingbroke v. Margaret  
Boile v. Jacob and others  
Scargill v. Shoppes and another  
Pooley v. Barron  
Black v. Groe  
Goman v. Edmunds  
Cox v. Gunter  
Bathbone and another v. Poole  
The Union Bank of London v. Lenanton  
Seasel v. Hague  
Hatchman v. Ball  
Ford v. Ford  
Kent and another v. Pickering and wife  
Mosely v. Willan  
Silver v. Marshall  
The Mutual Loan Fund Association v. Baker and others  
Brakefield v. Brakefield and others  
Wilson v. Guedalla  
Parry v. Leeuw  
Card and another v. London Steamboat Company (Limited)  
Langley v. King  
Moses v. Rayden  
Vernal v. Godfrey  
Heath v. Cook  
Johnson v. The London Tramway Co. (Limited)  
Nash and another v. Walters  
Crowhurst v. Cane  
Newton, Chambers, and Co. v. Barclay  
The Nitro Phosphate and Odams' Chemical Manure Company (Limited) v. Scott and Co. (Chy.)  
Bastford v. Turner  
Hughes v. Weston  
Bernstein v. Gladson  
Stewart v. Engel  
Clark v. Hooking  
Saunders v. Harding  
Colley and another v. Jordan  
Barrell v. The London General Omnibus Co.  
Tulloch v. Birnie  
Thomas v. Brown  
Mathias v. Daniel and another  
West v. Funnell  
The Real and Personal Advance Co. (Limited) v. Tremayne

REIDWAVE, JAMES, cattle dealer, Little Stoneham. Pet. April 3, at three, at the Fox hotel, Stowmarket, No. 111 Ipswich.

ROBINSON, MANUEL, and SCHOFIELD JAMES, hat man, Watcres, Romilly. Pet. April 4. April 23, at twelve, at office of Sol. Jones.

SELWIS, WILLIAM, baker, St. Lawrence's. Pet. April 6. April 23, at three, at 108, High-st, Ramsgate. Sole, Sparkes and Moore.

SHORT, GEORGE, hounfounder, Chester-hill. Pet. April 4. April 23, at eleven, at the Star hotel, Chesterfield. S. & E. East Chester.

STANFIELD, JOSEPH HUDSON, linen draper, Rutherford. Pet. April 6. April 19, at the Chamber of Commerce, 143, Chancery-lane, London, in lieu of the place originally named.

ST. JOHN, GEORGE, Birmingham. Pet. April 7. April 23, at three, at office of Sol. Jones, at three, at 108, High-st, Birmingham.

SPENCER, JAMES, draper, Riscoe, near Newport, Mon. Pet. April 6. April 24, at one, at office of Messrs. Tribe, Clarke, and Co., public accountants, 39, High-st, Newport, Mon. Sole, William Jones, Newport.

SIMMONS, JOHN, grocer, Rudolph. Pet. April 5. April 23, at eleven, at office of Sol. Dole, jun., Truro.

STONE, SAMUEL HENRY, grocer, Kiddergrave and Alesgar. Pet. April 6. April 23, at three, at the Mason's Arms inn, Buzum.

ST. TOMLIN, Edmund, Birmingham. Pet. April 6. April 23, at three, at office of Sol. Belloch, Cardiff.

SANDEY, CHARLES, pork butcher, Cardiff. Pet. April 6. April 23, at three, at office of Sol. Belloch, Cardiff.

STANFIELD, JOSEPH HUDSON, and PLATT, HENRY, Esq. Huddersfield. Pet. April 6. April 23, at three, at the Chamber of Commerce, Chancery-lane, London. Sole, Jones, and Morrison, Huddersfield, and Laycock, Dizon, and Laycock, Huddersfield.

SELLE, THEODORE, wholesale cabinet maker, Kingston-upon-Thames. Pet. April 6. April 23, at three, at the George road, Kingston-upon-Hull. Sol. Leverick, Hull.

STEAD, JOSEPH, ale dealer, Halifax. Pet. April 6. April 23, at eleven, at office of Sol. Lamberton, Halifax.

TAYLOR, ALGER HUGH, merchant, clerk, Clyde-side, Nottingham. Pet. April 5. June 23, at eleven, at office of Sol. Miller, Clifford-lane.

THORPE, WILLIAM, and MANROOKS, MARY, millinery dealers, Macclesfield. Pet. April 6. April 23, at eleven, at office of Sol. Jones, Macclesfield.

WHITLOW, JOHN, farm manager, Foulke Stapleford. Pet. April 6. April 23, at two, at office of Sol. Cartright, Chester.

WILSON, JOSEPH, out of business, Brown-y. Pet. April 4. April 23, at eleven, at office of Sol. Chambers, Durham.

WHIT, JOHN, cloth printer, Stockton-on-Tees. Pet. April 18, at three, at office of Sol. Twissly, Stockton-on-Tees.

WILSON, ISAAC, shoemaker, Eriington. Pet. April 7. April 23, at three, at office of Sol. Fitter, Birmingham.

WILSON, FRANCIS, hay dealer, Cardiff. Pet. April 5. April 23, at three, at office of Sol. Cartright, Cardiff.

WILD, THOMAS, clerk, S. Mould. Pet. April 5. April 23, at eleven, at office of Sol. Wake, Sheffield.

WALTERS, EDWARD, boot and shoemaker, Wolverhampton. Pet. April 5. April 23, at eleven, at office of S. & J. Stratton and Richard, Wolverhampton.

WREKLER, THOMAS HENRY, gentleman, Heathfield, Wandsworth Common. Pet. April 7. April 23, at two, at office of Messrs. Spence, Turner and Pritchard, Lincoln's Inn-fields.

WILLIAMS, JOHN, Manchester. Pet. April 5. April 23, at three, at office of Sol. Sampson, Manchester.

WILLOUGHBY, JOHN, was wool merchant, No. 11 Wharf, City Road, London. Pet. April 5. April 23, at three, at office of Sol. Peckham, Maitland, and Peckham, Knightbridge-st, Dockers common.

WALKER, EDWARD, watchmaker, Oxford-st. Pet. April 4. April 23, at two, at office of Emkin, accountant, Coleman-st. Sole, Emkin.

**DEATHS.**  
**STOATE.**—On the 5th inst., at Southend, William Stoate, late of Allerford, Somerset, barrister-at-law.  
**SYMONDS.**—On the 8th inst., at St. Peter's parish, and St.

Arthur Symonds, of the Middle Temple, barrister-at-law.

he will be required. The object of the Chancellor should be to secure continuous sittings in London and Middlesex. To effect this, single judges should be sent the circuits assisted by commissioners, and relieved to a large extent by courts of quarter sessions. If this could be done, half the judges would be at liberty to sit during the circuits in London. We need hardly point out the probable effect which such sittings would have upon the cause lists. The proposal to substitute a single payment to the official referees, in lieu of the present exorbitant fees, is a good one, but the courts do not possess the confidence of the Profession, and will never be much resorted to. If the referees are directed to assist the Chancery masters the sphere of labour will be one for which they are peculiarly fitted.

It is singular that it should be so difficult to arrive at any agreement about legal education. The only explanation of this difficulty is to be found in a careful examination of the views of Lord SELBORNE and the Incorporated Law Society on the one hand, and Lord CAIRNS and the Inns of Court on the other. The former are not particularly anxious to deal tenderly with the Inns, and wish to see a School of Jurisprudence established, which would be open to everyone indiscriminately. Lord SELBORNE would make the study of law a matter of national importance, the Lord Chancellor and the Benchers think mainly of the Bar. Lord CAIRNS, without discussing the expediency of amalgamating the two branches, considers it desirable as matters stand that the education should not be in common. We are inclined to agree with him, not on sentimental but on practical grounds. There are now no glaring defects in the teaching or examination of the Incorporated Law Society or the Inns of Court. No man can now be called to the Bar without possessing a fair knowledge of Civil Law and English Law. The Universities give legal education to those of their members who desire it. The proposal to form a committee of thirty, composed of barristers, solicitors, and other persons, to control and supervise legal education, cannot be entertained. Either the matter must be altogether taken out of the hands of private societies, or they must be left to manage their own affairs. The great improvements which have recently taken place have deprived the question of much of its urgency, and the offer of Lord CAIRNS to take it into his own hands is a guarantee that no hasty or revolutionary measures will be attempted.

A CASE which was heard before the Queen's Bench Division, on appeal from the Justices of Breconshire (*Edwards v. Trew*), on the 18th inst., affords a very practical illustration of the powers of municipal corporations. This was a case stated by the above justices. From the facts stated it appeared that the appellant was the lessee of certain slaughter-houses under a local Act. He preferred an information against the respondent on Nov. 6, 1876, on the ground that the latter had slaughtered cattle in a slaughter-house other than that authorised by law. It is provided by sect. 19 of 10 & 11 Vict. c. 14, that no person shall slaughter any cattle for sale as human food in any place within the limits prescribed by the local Act other than a slaughter-house which was in use as such before and at the time of the passing of that local Act, and has so continued ever since, or the slaughter-house made in pursuance of the local Act. The 65th section of the local Act in question (25 & 26 Vict. c. 186), provides that "the company from time to time, if and when they think fit, and with but not without the consent of the corporation, testified by writing under the hand of the mayor or town clerk, may provide and maintain slaughter-houses, proper and sufficient or the slaughtering of cattle for the supply of the borough and its neighbourhood, upon such sites as they think expedient." In order to support the information, proof of such consent having been given was necessary. The only evidence offered was an unsigned resolution of the corporation, consenting to the erection of slaughter-houses by the company on a site mentioned, and a letter of the town clerk, dated May 15, 1863, containing a copy of the resolution addressed to the company's solicitor. The company afterwards, in 1871, removed the slaughter-house from the site mentioned to another place about a quarter of a mile distant. The question was thus raised, whether a sufficient consent had been given within sect. 65. This question again might be resolved into two, namely, the questions raised in the special case. First, was the copy minute a valid consent within the above section? Secondly, assuming that it was so, should the consent be considered an unlimited one, and would it extend to subsequent erections, and hence to the erection of 1871? The Court, consisting of Mr. Justice MELLOR and Mr. Justice FIELD, without calling upon the respondent's counsel, decided the case in favour of the defendant in the Court below. The ground upon which the learned judges went was, that a fresh consent of the corporation was necessary for the erection of any new buildings. Mr. Justice FIELD was clear that the corporation required to exercise its powers under sect. 65 judicially, and that such as that contended for would be valid.

judicial power. This is a cardinal rule in the law of delegation of authority. The corporation, as a sanitary body, had a duty to perform with respect to each and every slaughter-house built. If it assumed to grant an "unlimited consent," there would be an attempt to delegate a discretion entrusted by the Legislature. Such an attempt would be *ultra vires*. The Court having taken this view, there was no necessity to consider the first question raised in the case. We venture to think that, had that question been discussed, it would have been decided in favour of the respondent. The words of the section are conclusive. There must be a signature. Maxwell on the Interpretation of Statutes says, p. 334, "Where a statute confers a privilege or power, the regulative provisions which it imposes on its acquisition or exercise are essential and imperative." Thus, when an Act gave to the designers of prints the sole right of printing them for fourteen years after the date of publication, adding "which (days) shall be truly engraved with the name of the proprietor on each plate," it was held that the neglect to comply with this provision was fatal to the copyright (*Newton v. Cowie*, 4 Bing. 234). Again, on the authority of the Municipal Corporation Evidence Act 1870, s. 3, the unsigned resolution was not receivable in evidence without further proof. The utmost effect of the unsigned resolution would be this, that in the event of any question arising between the corporation and the appellant, or his lessor, the corporation would be estopped from denying the granting of a consent. In the present appeal the corporation was no party.

THERE are not wanting indications that the reforms introduced by the Judicature Acts will be advanced yet further in several directions. At the last meeting of the Law Amendment Society, Mr. GANFORD BRUCE introduced some proposals in which he advocated the extension of the jurisdiction which the registrar of the Admiralty Division of the High Court of Justice, acting with the assistance of merchants, now exercises in maritime causes, to similar actions brought in other divisions of the High Court. The reasons upon which the proposals were based may be briefly summed up. In the Admiralty Division all matters of detail relating to the assessment of damages, or questions of account, are referred to the registrar and his assessors. In the common law divisions, where references were conducted before an arbitrator, there was, owing to the different practice, much delay in the progress of the business. The system adopted by the Admiralty had been, the speaker said, found to work better than that which he wished to see supplanted. The dispatch of business before the registrar and his assessors, it was urged, contrasted most favourably with the tediousness of an ordinary common law reference, although, as a rule, the amounts involved were less than those in cases before the registrar of the Admiralty Division. There seemed to the speaker to be no reason why suitors in maritime cases instituted in other divisions should not have the same advantages as suitors in such cases instituted in the Admiralty Division. Trial by jury, the speaker thought, although in general the surest and best method of arriving at the truth, was not always the best method for the determination of a particular case. So of the official referees; whatever might be their qualities, the present organised staff of the Admiralty Division should be the best for carrying on the work. In the discussion which followed the main question appears to have been, not whether any change was or was not desirable, but whether the changes should take the form indicated above, or whether they should be more radical, and transfer all maritime causes whatever to the Admiralty Division.

THE Judge of the Uxbridge County Court decided a case (*Meeking v. Great Western Railway Company*) of some interest on the 17th inst., with reference to the liability of railway companies for damage caused by fire issuing from their locomotives. The action was brought to recover £16 for damage to a crop of standing barley. From the evidence it appeared that on the evening of the 9th Aug. last, some dry grass and hedge trimmings on one of the defendant company's embankments was discovered to be on fire, soon after a train had passed. The flames quickly spread to the plaintiff's barley field, where damage was done to the amount claimed. It was alleged that the fire was caused by the emission of sparks from the engine as it passed. It was urged for the defence that, inasmuch as the railway company was properly incorporated, it could not be held liable for the damage unless actual negligence was proved. The Judge, who sat without a jury, found as a matter of fact that there was negligence in the company or its servants, which amounted to the same thing, and consequently gave judgment for the plaintiff with costs. The law is clear that the mere use of a locomotive engine authorised by the Legislature cannot be treated as a nuisance (*R. v. Pearce*, 4 B. & Ad. 30); nor will an action lie for injury done by the sparks, where there has been no actual negligence in the use or management of the engine. The mere use of the engine, it is said, is lawful, although such use is, in some respects, dangerous to the public or to neighbours. Hence damage by it is not necessarily actionable: (*Vaughan v. Taff Vale Railway Company*, 29 L. J. 247, Ex.) The negligence proved in the present case does not appear



can set up a first charge against a second of which he had notice at the time of the purchase is thus a question of intention, and that intention would seem to depend mainly on the further question whether there was an express or implied obligation to indemnify the vendor, such implied obligation, or the absence of it, as in *Adams v. Angell*, being inferred from a consideration of the whole transaction and all the circumstances of the case.

#### IMPROPER CONVERSION OF TRUST PROPERTY— RIGHT TO FOLLOW PROPERTY.

THE recent decision of the Court of Appeal in *Ex parte Cooke, re Strachan* (L. Rep. 4 Ch. Div. 123) raises some questions of the highest importance to trustees as well as to persons in the position of trustees, who are intrusted with property for a specific purpose. The case is also interesting as throwing light upon certain dicta of Lord Ellenborough in *Taylor v. Plumer* (3 M. & S. 562).

It is a well-established principle that, wherever the property of a party has been wrongfully misapplied, or a trust fund has been wrongfully converted into another species of property, if its identity can be traced, it will be held in its new form, liable to the rights of the original owner or *cestui que trust*: (Story Eq. Jur., § 1258).

Lord Holt ruled in 1708, in *L'Apostre v. Plaistrier* (cited 1 P. Wms. 318), that trust property in the possession of a factor empowered to dispose of it for his principal, did not pass to his assignees upon his becoming a bankrupt. A few days afterwards Lord Cowper came to the same decision: (*Copeman v. Gallant*, 1 P. Wms. 320.) The doctrine was extended in *Whitecombe v. Jacob* (Salk. 160), which was decided in 1711. In that case a factor entrusted with the disposal of merchandise for his principal sold it, and received the money, and instead of paying the money to his principal vested the produce in other goods, and died indebted in debts of a higher nature, such as specialty debts. The Court of Chancery held that those goods should be taken as the merchant's estate, and not the factor's. The authority of this case at law was acknowledged by Willes, C.J. in *Scott v. Surman* (Wilks 400). In *Ryall v. Roll* (1 Alk. 172), the two latter cases are quoted, and Lee, C.J., accepts the principle that "things arising from the sale of other things follow the nature of the goods themselves." Again, Lord Mansfield decided (*Howard v. Jemmett*, 3 Burr. 1369) in 1763, that if an executor becomes bankrupt, the commissioners could not seize the specific effects of his testator, not even in money, which could be specifically distinguished and ascertained to belong to the testator, and not to the bankrupt. So in the case of specific remittances. The representatives can be in no better position than the person whom they represent would have been: (*Ex parte Chion*, 3 P. Wms. 187, and *Hassall v. Smithers*, 12 Ves. 119.) With respect to money which has been converted into land the same principles apply, the only difficulty being that of proof: (Per Lord Hardwick in *Lane v. Dighton*, Amb. 409; See *Lench v. Lench*, 10 Ves. 517.)

The judgment of Lord Ellenborough in *Taylor v. Plumer* (3 M. & S. 562), 1815, contains an able exposition of this branch of law. This was an action in trover brought by the assignees of one Walsh, a stockbroker, to recover certain valuable securities from the defendant. The facts stated were that the defendant entrusted the broker with money for the purchase of Exchequer bills. This money the broker had misapplied by buying American stock and bullion. He afterwards absconded, but having been taken before he had left England, he gave up to the defendant the securities for the stock and the bullion. The broker became bankrupt on the day on which he misapplied plaintiff's money. The Court held in a considered judgment that the plaintiff was entitled to retain the proceeds of the securities as against the plaintiffs.

Lord Ellenborough, who delivered the judgment of the Court, said: "Upon a view of the authorities and consideration of the arguments, it should seem that if the property in its original state and form was conveyed with a trust in favour of the plaintiff, no change of that state and form can divest it of such trust, or give the factor, or those who represent him in right any other more valid claim in respect to it than they respectively had before such change. An abuse of trust can confer no right on the party abusing it, nor on those who claim in priority with him." His Lordship went on to say that the defendant's counsel was obliged to contend that if A. is trusted by B. with money to purchase a horse for him and he purchases a carriage with that money, B. is entitled to the carriage, and continued, "If he be not so entitled, the case on the part of the defendant appears to be hardly sustainable in argument. It makes no difference in reason or law into what other form different from the original the change may have been made, whether it be into that of promissory notes for the security of the money which was produced by the sale of the goods of the plaintiff, as in *Scott v. Surman* (Wilks, 400), or into other merchandise, as in *Whitecomb v. Jacob* (Salk. 160), for the product of or substitute for the original thing still follows the thing itself, as long as it can be ascertained to be the thing itself, as when the means of ascertainment of the thing itself ceases, the case when the subject is turned into money, is founded in a

general mass of the same description. The difficulty which arises in such a case is a difficulty of fact and not of law, and the dictum that money has no ear-mark must be understood in the same way, i.e., as predicated only of an undivided and undistinguishable mass of current money. But money in a bag, or otherwise kept apart from other money, guineas, or other coin marked (if the fact were so), for the purpose of being distinguished, are so far earmarked as to fall within the rule on this subject, which applies to every other description of personal property whilst it remains (as the property in question did) in the hands of the factor or his general representatives."

This case was the subject of much discussion in the Court of Appeal in 1876, in *Ex parte Cooke, re Strachan* (*supra*). There a trustee employed a broker to sell trust stock and invest the proceeds in railway shares on behalf of the trust estate. The broker had full notice that the stock in question was trust stock. He sold for cash and bought the railway shares to the same amount for the settling day. The price of the trust stock was received in a cheque, which the broker paid in to his account at his bankers. Before the arrival of the settling day he stopped payment and went into liquidation, and the trustee claimed so much of the broker's balance at his bankers as arose from the proceeds of the trust stock. The claim was disallowed by the registrar on the ground that the relation between broker and customer was similar to that between banker and customer. This decision was reversed on appeal by Lord Justice James, Sir Richard Baggallay, and Sir Geo. Bramwell. *Taylor v. Plumer* (*sup.*) was relied on for the appellant. All the learned judges agreed that this case was an authority to be acted upon in the case before the court, but Sir Richard Baggallay would express no opinion how the latter case would have stood if the money had not been trust money, or if the broker had received it without any notice of the fact. The other two learned judges, however, were clear that, apart from the question of trust, the position of a broker was that of an agent into whose hands money is put to be applied in a peculiar way. "The money arising from the sale," said Lord Justice James, "is trust money, and by no bargain between A. (the plaintiff) and the broker, nor by any rule of the Stock Exchange, can it be made anything but trust money liable to be followed as such. Even had there been no such trust it appears to me that the case must have been decided in favour of the appellant, for I cannot find any distinction between this case and *Taylor v. Plumer*." The fact that the payment was made by cheque did not prevent the property being followed.

It is clear that the judgment of the Court of Appeal in *Ex parte Cooke* does not rest upon the same *ratio decidendi* as that in *Taylor v. Plumer*, and the question may be raised at a future time whether the statement of the law by Lord Ellenborough should be accepted in its entirety. With the strong dicta of Lord Justice James and Sir Geo. Bramwell in its support, it will probably be accepted. In *Ex parte Cooke* there was a double trust. The person who employed the broker was himself a trustee of the property in question. But irrespective of this consideration, the duties devolving upon the broker were, from the very nature of his employment, analogous to those of a trustee with respect to that property. It is submitted that the first consideration is immaterial. Referring to the case of *Taylor v. Plumer* (*sup.*), it was pointed out by Sir Geo. Bramwell that the bonds were not the property of Plumer by reason of his having ordered them to be purchased, and they could only be held to belong to him because they were bought with his money; hence the conclusion that if the broker had been caught with the money upon him, the defendant could have claimed it. He could have claimed it "because the money was paid to the broker, not as a trustee in the strict sense of the word, so that no action at law could be maintained against him, and he would only be liable to have a bill filed against him, but was handed to him in a fiduciary character, so as not to create the mere relation of debtor and creditor between him and his principal." This was not necessary to be stated for the decision of *Ex parte Cooke*. It goes, however, fully to an affirmation of *Taylor v. Plumer*.

#### AGENCY—RIGHT OF AGENT TO RECOVER COMMISSION.(a)

THE rules which provide that an agent is not entitled to commission either where his authority is revoked before execution or where the services performed are not those authorised, are both illustrated by the case of *Toppin v. Healey* (11 W. R. 466), decided by the Common Pleas in 1863. In that case the plaintiff was employed by the defendant to negotiate a loan on the terms that he was to be paid commission if he procured the loan, but none if he did not. Before the plaintiff had done anything in the matter the defendant wrote to him varying the terms on which he would accept the loan. The plaintiff tried to obtain it on the latter terms. He could not succeed, but he had the offer of a loan on the terms of the first authority. This the defendant refused to accept. The court held that the plaintiff could not claim any commission, as the first authority was revoked, and as he did not procure the loan under the substituted terms.

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

LEGISLATION AND JURIS-  
PRUDENCE.

## HOUSE OF LORDS.

Friday, April 13.

## JUSTICES' CLERKS BILL.

On the motion for going into Committee on this Bill.

Viscount MIDLETON suggested that the measure should be extended to the office of Clerk of the Peace; that words in the Bill which would prevent the appointment of any member of the Bar to the office of justices' clerk should be annulled; and that power should be given to justices to grant retiring pensions to their clerks.

Earl BEAUCHAMP said the second of the noble Viscount's suggestions was now made for the first time. It ought to have been put forward earlier. As to the two other suggestions he could hold out no promise that the Government would accede to them. The noble Earl then moved that the Bill be committed *pro forma*, in order that he might introduce certain amendments and have the Bill reprinted. Their Lordships then went into Committee *pro forma*, and on the motion of Earl Beauchamp certain amendments were introduced. The Bill, as amended, was subsequently reported to the House.

## SUPREME COURT OF JUDICATURE BILL.

The LORD CHANCELLOR, in moving the second reading of this Bill, said the object of the measure was to provide an additional judge for the Chancery Division of the High Court of Justice. The circumstances which rendered this proposal necessary would involve a consideration of the state of business in the various courts; and as this was a subject which excited very much interest out of doors, he would ask their lordships to occupy them for a short time while he stated why, in the opinion of the Government, the proposal in this Bill had become necessary. At the beginning of the present year his attention was called to the increase in the Chancery Division of the High Court of Justice. He received among other communications a letter from the Incorporated Law Society, which he would lay on the table that evening, because he proposed to allude to certain statements which it contained. Those statements were deserving of notice because of the intelligence and importance of the body from whom they emanated, and because they were made with great care and great accuracy. The representations of the Incorporated Law Society had reference—first, to the causes and matters before the judges; secondly, to the business in the chambers of the chief clerks; and, lastly, to the business in the registrar's office. It appeared that, going back to Hilary Term, 1875, which was before the Judicature Act came into operation, there stood on the 11th of January in that year for hearing before the four Primary Judges of the Court of Chancery 301 causes, and that at the beginning of the Hilary Sittings in the following year there were within thirteen of the same number; but at the beginning of Hilary Sittings of the present year there were no fewer than 566. He might add that on the first day of Easter Term, which was within the present week, the number standing for hearing was 602. It would be a mistake of their Lordships to suppose that those 602 cases included those which stood for hearing at the beginning of the Hilary Sittings of the present year; because he found that during those sittings, which extended over sixty-six days, 592 cases were heard and disposed of, so that the whole of those standing for hearing at the beginning of the sittings, and some new ones in addition, were heard and disposed of before the sittings closed. The question arose, what was the cause of the great increase? He believed there were two causes. In the first place, there was no doubt that, under the new system, the hearing of Chancery causes occupied a much longer time than it did under the old one. Formerly the evidence was taken in writing before the hearing of the cause commenced. That, no doubt, was a very unsatisfactory way of arriving at the truth, but certainly it facilitated the hearing of the cause, because the parties came into court with the whole of the evidence on either side ready to be referred to, and counsel were from the first in a position to direct their attention to that portion of it which was really important. Now that the witnesses were examined *voir dire*, he believed the truth was better arrived at, but it was arrived at with a consumption of much greater time than was formerly necessary for the hearing of causes. That was one reason of the great increase. The next was the very considerable influx of business to the Chancery Division of the High Court which had followed the passing of the Judicature Act. In the letter of the Incorporated Law Society some particulars were given as to that point. On an inspection of some returns of the number of actions, including informations, special cases, and administration summonses, commenced in the Court of

Chancery from 1864 to 1874, the council of the society found that the average was 2500 a year. In the year 1875, probably in anticipation of the Judicature Act, the number was 3992; but in the year ending the 1st Nov. 1876, the number was 5111, showing that the number in 1876 had risen to double what the number was up to 1874. He believed this was largely accounted for by the natural increase of business throughout the country; but there could be no doubt that, to a considerable extent, it was accounted for by the fact that a large number of cases which formerly were tried by what were called the common law courts, were now brought to the Chancery Division of the High Court of Justice. Suitors had now a choice in the matter, and a great number of them preferred to have their cases tried by the Chancery Division. Now, in noticing the time necessary for the disposal of cases, it must be borne in mind that in respect of business ordinarily brought before the Court of Chancery, it was not finally disposed of when the cause was decided by the judge. Generally some further proceedings in regard to account or inquiry had to be taken in chamber. It was not so in respect of cases ordinarily tried in the common law courts, because such cases generally ended with the hearing in court. As to the 602 causes now standing for hearing, he had no doubt that owing to the assiduity of the judges they would all be disposed of within a reasonably short time; but he was bound to say that, having regard to the pressure on the time of the judges arising from petitions and motions, he was afraid that all those causes, with the additional ones which would come on during the sittings, could not be disposed of before the long vacation, and therefore he was of opinion that the Incorporated Law Society were warranted in saying that the judicial power of the Chancery Division and the High Court of Justice was inadequate. In those circumstances Her Majesty's Government felt it to be their duty to propose to Parliament the addition of one judge to the ordinary judges of the High Court of Justice. The Bill provided for the appointment of the additional judge, and it proposed that, in the first instance, the additional judge should be assigned to the Chancery Division. Of course, like all other judges appointed since the passing of the Judicature Act, he would be liable to be transferred to any other division than the one to which he was first appointed in the event of the business in the latter being such as that his services were no longer required in it. The Incorporated Law Society referred not merely to the state of business in Chambers and in the Registrars' Office. The judges of the Chancery Division had at present three chief clerks and a considerable number of ordinary clerks. The Government did not propose that the judge to be appointed under this Bill should have any chamber clerks or should be charged with the conduct of business in chambers. He would explain the reason why. The Incorporated Law Society, speaking of the business in chambers, expressed themselves in this way:

"In reference to the chief clerks' office, the council would only desire to say that they frequently receive complaints of the difficulty and delay in getting inquiries prosecuted in chambers; of the assiduity of the chief clerks there can be no question, but they, like the judges, cannot keep pace with the increase and accumulation of business, and the fact is that it is not practicable in most of the chambers to obtain any appointment for a sufficient length of time to make any real progress in an inquiry except at intervals of a month, and often more. It is manifest that the only practicable mode of relieving the pressure on the chief clerks is by relieving the pressure on the judges."

The Government proposed that the judge to be appointed under this Bill should hear those cases which before the passing of the Judicature Act would probably have been brought in the Common Law Courts and which did not require to be dealt with in chambers; but if he found that from the pressure of business in the chambers of the other judges additional assistance there would be required, it would be his duty to propose it. He was bound, however to say that, after careful inquiries, he could not see any block or any serious delay in the chambers of the Chancery judges. He had referred to the learned judges themselves, and he would read for their lordships one of the reports made to him from each of the chief clerks of those learned judges. From one of the chief clerks of Vice-Chancellor Bacon he had this statement:—

"There is no block in the business of these chambers. It can be worked through expeditiously if solicitors are desirous of doing so. If an appointment of two or three hours is required, the longest time solicitors have to wait is a fortnight, but generally such appointments can be given within a much shorter time. Short appointments (that is, not exceeding half an hour) can always be given within three or four days of the application. In pressing matters arrangements are

always made for the immediate disposal of them, whether a long or a short appointment is required. The time allotted to each appointment is sufficient to dispose of as much evidence as the solicitors are prepared to produce."

By one of the Chief Clerks of Hall, V.C., this report was given:—

"Notwithstanding the additional work thus created, there is no 'block,' as it is termed, here. An appointment to proceed for one or two hours on any special inquiry or account could be given, after the Easter recess, for a day as early as the 25th April, and similar appointments could be procured after that day. Special appointments at a quarter-past ten in the morning for three-quarters of an hour could also be given for as early a date as the 19th April."

From the chamber of Malins, V.C., there was this statement:—

"Before the Chief Clerk.—Half-hour appointment.—Before eleven on April 12th, and at and after one on April 18th. One hour appointment.—Before eleven on April 14th, and at and after one on April 18th. Two hours appointments.—On April 20th. Before the Junior Clerks.—One hour and upwards on April 16th. From the above dates the books are clear."

"It is the practice to divide the day into two nearly equal parts, and to devote the first part to summonses, and the second to appointments, varying from ten minutes to two hours in length. As regards the accounts and inquiries, I do not think that any additional delay has arisen. As regards summonses the case is different. The usual return for a summons is the third day from that of its date, and until recently it was found practicable, with rare exceptions, to make all summonses returnable on the third day. It is still practicable to do this with the simpler kind of summonses, such as those for time, for production of documents, for payment into court of purchase money, and the like; but for special summonses it has been found necessary to make the return longer, and they are now commonly made returnable at ten, and sometimes at fourteen days, and this is still a growing evil. The above is the result of my experience in my own division, but I have reason to know that it corresponds in the main with the experience of my colleagues."

He had been anxious that their lordships should know the information he had received as to the state of business in the chambers of the judges. He had not the least objection if a case was made out for it to advise Parliament to strengthen the staff in the Judges' Chambers, but he had a great objection to make any such proposition unless there was a clear case of emergency, and he was not satisfied that there was any such case. Without appointing an additional staff, care would be taken to lighten the business in chambers. Under the Judicature Act power was given for the appointment of official referees, but he found that the business referred to those officers had not been sufficient to occupy their time. It was said that this was owing to the scale of fees payable in the case of reference to the official referees. He thought there was ground for the allegation, and a change would be made in that respect by which in proceedings before the official referees only one single fee would be taken. The judges in the Court of Chancery were prepared to assign to the official referees business which would much lighten that now discharged in chambers. The third point to which the Incorporated Law Society directed attention was that relating to the registrars' office. In their letter there was this statement:

"In regard to the registrars' office, as to the delay in which there have been so many complaints in the public papers, the Council have made inquiries and learn that those complaints are only too well founded, and the reason is not far to seek. It appears that in 1866 the number of orders drawn up was 13,400, in 1875 the number was about 12,000, but in the year ending the 1st Nov. 1876, the number had suddenly risen to 18,400, showing again the enormous increase following the operation of the Judicature Act. And it should be stated that this large increase of business has had to be borne by an actually decreased staff of registrars, a vacancy there not having been filled up."

He believed that the decreased staff might have had something to do with the pressure. He had purposely refrained from filling up the vacancy in the registrar's office after the passing of the Judicature Act, in order to see whether it would be really necessary to fill it up, but after an experience of two years he had found from the increase of business that it would be necessary, and the vacancy had been filled up. He thought he would be wrong if he sat down without stating to their lordships what was the state of business in the other divisions of the court. The Court of Appeal had been sitting in two divisions, and he found that at the beginning of the Hilary Sittings of the present year, there were 142 appeals waiting to be disposed of, and that at the end of those

## LEGAL EDUCATION.

Lord SELBORNE having moved the second reading of the Inns of Court Bill,

The LORD CHANCELLOR remarked that this Bill, and also the General School of Law Bill which followed it on the paper, had been two or three times before the House in as many different sessions. He had on all those occasions been most ready to express his respect for the motives which had led his noble and learned friend to introduce those Bills, and his desire to render any assistance in his power towards carrying out the object which his noble and learned friend had in view. When the Bills were before the House last session he expressed his hope that in some form or other he should be able to obtain the concurrence of the Inns of Court to dealing with the subject to which these Bills were directed. Since then he had been in communication with the Inns of Court, and he was aware that they expressed their decided objection to the measures of his noble and learned friend. Before stating more fully what were the views of the Inns of Court, he would endeavour to explain his own views as to the principle on which legislation on the subject of legal education and legal discipline ought to proceed. We were accustomed to hear different language held as regarded the Inns of Court. Some persons maintained that those inns were simply private bodies intrusted with property which was their own, and that no legislation should take cognizance of or interfere with them. On the other hand, there were those who held that the Inns of Court were public bodies and executed a public trust, and that their property, which was in no respect like private property, ought to be subject to legislation. His own view was this—that there was a certain amount of truth in both those views, though they seemed to be antagonistic. In his mind the Inns of Court were private societies in this respect, that they regulated their own government; they chose their own members and their own governing body, laid down the terms of the subscriptions which must be contributed by their own members, and the property they possessed they possessed as a private society, such as a club. But, on the other hand, the Inns of Court had a public trust of a very important description. To the Inns of Court was assigned the power of determining what persons should be entitled to audience in Her Majesty's courts of law, and they had the power of regulating the discipline of the Bar. Audience in Her Majesty's courts of law was a very high privilege and honour, and it emanated from the Crown in the same way as a University degree did. In his opinion it was not within the province of legislation to interfere with the private regulations or private property of the Inns of Court; but, on the other hand, it was within the province of the Legislature to see that the public trust which was delegated to the Inns of Court should be performed in a manner satisfactory to the Legislature, and, if necessary, to take securities for its being so performed. There were three points in respect of which it interested the public and interested Parliament to see that the trusts and duties delegated to the Inns of Court should be properly performed. The first of these was the education of those who were to be called to the Bar. The second was admission to the Bar—that the terms and conditions of that admission were satisfactory, that the standard of examination were sufficiently high, and that, on the other hand (which he thought of as much importance), that it was not too high. The third was the administration of the discipline of the Bar, so that the interests of the public were consulted, while justice was secured for every member of the Profession. Now as to the objections of the Inns of Court. These societies found that one of the Bills of his noble and learned friend provided for the appointment of commissioners who after a certain specified time would have the power of making regulations for education, if they themselves did not make them. The Inns of Court objected that they did not require legislation enabling them to make ordinances. They were unfettered by any statutory rules, and they were free themselves to make any ordinances which the necessity of the case might require. They pointed to what they had already done in the matter of education for the Bar and admission to the Bar; and he was bound to say that the Inns of Court deserved credit for their liberality in that respect. The sum annually spent by them jointly for this object amounted to £7850. Deducting from this £2435 received in fees, there remained £5415. To this had to be added £3102, made up of separate expenditure on education by each of the four Inns, and the total for the four came to £8517 a year. There was a committee of the four Inns, for the superintendence of education, and a member of that committee had assured him that it never had suggested any expenditure for education that was not voted by the Inns as a matter of course. He would, however, take the liberty of pointing out a matter of which the present position of

was decidedly unsatisfactory, and in respect of which he was unable to see any remedy without legislation. The general committee for superintending education was a voluntary one. Any one of the Inns of Court could withdraw from it. There was a time some years ago when different views on the subject of education were held by different Inns, and the consequence was that they acted in antagonism rather than in harmony. Then it was utterly impossible under the existing system that there could be a united regulation in regard of discipline. Discipline must at present be exercised by each in respect of its own members. Again, when inquiry was to be made with the view of exercising discipline, there was the want of power on the part of the Inns of Court to compel the attendance of witnesses. He understood that the Inns of Court were willing to consent to legislation in respect of the matters to which he had just referred. They were willing that a council should be appointed to act for the four Inns; that the Council should be composed of thirty members—six to be appointed by the Crown and six each by the four Inns; and that provision should be made for a change, so that the same persons should not remain too long on the Council. The Inns of Court were willing that the Council of thirty should have the power of making rules for controlling legal education and admission to the Bar, and that it should have the administration and discipline, with the power of investigation and of requiring the attendance of witnesses. The mode in which the Council was to be supplied with funds was matter of detail. He did not want to raise any issue on the Bill of his noble and learned friend, but he made this statement in order that his noble and learned friend might take it into consideration. He thought his noble and learned friend would agree with him that with a view to succeeding in passing his measures through Parliament and rendering them generally acceptable, it was desirable that he should have the co-operation of the Inns of Court; and therefore he would suggest that in Committee on one of his Bills his noble and learned friend might introduce amendments which would embody the plan to which the Inns of Court were willing to consent. He must point out that such a scheme would not meet one point in the proposal of his noble and learned friend—namely, the united education of barristers and solicitors, in the scheme which he had had the honour of pointing out no provision was made for the education of solicitors; but although the Incorporated Society had expressed its approval of the proposal for such united education, he had some doubt as to the extent of approval which it would receive from the solicitors generally. One of the things for which the solicitors were anxious was an alteration in the present rules relating to the admission of a solicitor to the Bar or of a barrister to the rank of solicitor in cases where the members of either of the legal professions wished to change to the other. The Incorporated Society would desire to have the examination of solicitors more under their control than it was at present, and there was much to be said in favour of that desire. He did not wish to go into the question whether the separation of the profession of barrister from that of solicitor ought to be maintained. That was foreign to the question before their Lordships; but what he did say was, that so long as the two professions remained separate, he had the greatest doubt as to the expediency of trying to establish a combined plan for the education and discipline of both. If such a scheme was formed the controlling body should be composed of a certain number of barristers and a certain number of solicitors, and he believed that very considerable inconvenience would arise from solicitors exercising discipline over barristers or barristers exercising discipline over solicitors. He was certain there would be a great objection to it on the part of the Bar. He asked the consideration of his noble and learned friend for the suggestion he had ventured to make with reference to the plan of the Inns of Court.

Lord SELBORNE thanked his noble and learned friend for the great consideration he had always manifested towards him. He, however, felt much disappointed at what had just been said by his noble and learned friend, remembering that last year his noble and learned friend told their Lordships that he hoped to be able, with the concurrence of the Inns of Court, to introduce a measure dealing with legal education. In the measure shadowed out by his noble and learned friend on that occasion, an external body was one of the elements. In the plan sketched by him that evening that element was omitted. He regretted that his noble and learned friend did not take the matter in hand himself with all the authority of his high position.

The LORD CHANCELLOR begged to say that the suggestion to his noble and learned friend arose from his desire not to take the subject out of his hands; but he was perfectly prepared to deal with it himself by a separate Bill or by amend-

ments in one of the Bills of his noble and learned friend.

Lord SELBORNE had no personal feeling in the matter. He must say that he thought his noble and learned friend conceded more than he ought to what was called the private character of the Inns of Court. He confessed that the only single circumstance he could see which could be looked on as giving them the appearance of being private societies was that they were not incorporated. But he declined to look upon incorporation as a test in the matter. Looking back through the history of the four Inns of Court, he did not find a single fact which went to establish that they were private societies. He believed that not one of them had ever applied one shilling of the society's funds to its own private use. He was sure that the Inn to which he had the honour of belonging—Lincoln's Inn—had never done so. By law there was no access to the profession of the Bar except by these societies, and the law compelled all students to pay their fees and subscriptions to these societies. This was the indispensable preliminary to the entrance to one of the greatest professions, and the Inns of Court had the sole regulation and conduct of legal education. It seemed to him that, as the position and functions of the Inns of Court were thus defined by law, and as every shilling they possessed was legally the result of fees received, no element of a private character could be recognised in them. He quite endorsed the terms of praise in which his noble and learned friend had spoken of the exertions of the Inns of Court in the case of legal education; he was, however, bound to express his belief that the pressure put upon them towards that direction had at least acted as a wholesome stimulus. They had not met with unvaried success. He had always thought that the exclusiveness of the system, which would not open its doors to anybody except its own members and students, was the greatest obstacle to the success of any plan of education they might adopt, because the fewer the students and the more limited their objects the less emulation there would be, and everything would be narrow instead of broad. For that reason he advocated as large a system of legal education in all branches as possible, and it should be open to all Her Majesty's subjects, all of whom would be much benefited by a knowledge of the law; and he had always wished to lay the foundations of such a system. It would certainly be useful to the country in general, and especially to magistrates and to the owners of property. At present, however, the general public had no means of getting such knowledge, the benefits of the existing system being divided between future barristers on the one hand and future solicitors on the other. He had always felt this objection to the present system, which he thought tended very decidedly to prevent the enlargement and expansion of legal education. He was, therefore, most anxious to see some such institution established as the one proposed, which should enable the whole country to know where to find a really good school of jurisprudence without any premature anticipation of the professional differences and distinctions which would afterwards arise. To found such a school had been one of his most cherished wishes, and he was sure that there existed in the country a disposition to support some similar scheme. Fresh evidence of this disposition had been given only last year. The widow of a recently deceased barrister had given £4500 for the purpose of legal education, and the late Mr. Justice Quain had, by his will, left in trust the sum of £10,000 for the same object, but with the proviso that the legal Profession should not share exclusively in the benefits of the bequest, and that the education given should be open to all. He could not but consider this support very encouraging while the subject was as yet only struggling into notice. He hoped the Inns of Court would not follow the precedents of Doctors' Commons and Serjeants'-inn, which had acted on the notion that they were private societies, and, carrying the idea to its final results, had sold their property and divided it among their members. In taking up this subject he had only strictly public interests in view. He had no feeling of a personal kind about it from beginning to end. Indeed, all feelings of that kind would have rather inclined him to do what was pleasant to the Inns of Court, especially his own inn, of which friends of his were conspicuous members. He was aware that effect could not be given to his proposals unless they received a certain amount of support both from the Bar and the solicitors, and also the acquiescence of the general body of the judges. He had received communications from the latter, some of whom sent valuable information, while others did not give encouragement to the scheme. He had likewise done his best to obtain support from the Bar, but in this respect he had not received the support he had hoped for. The solicitors, however, had uniformly supported the scheme, and he did not think they would do otherwise now. After the present stage of the Bill he would not press them



case in which we consider that the name should not have been made public. The money, the subject of the two charges, has been paid in each case, so that nothing but professional considerations remained.

MASTER BENETT's report in the matter of Mr. James Walker, a solicitor—referred to elsewhere—is before us, and consists of eighty-three folios. We here refer to it for the purpose of calling attention to the following passage in the report, which was read in court on Wednesday last: "The matter then rested till towards the end of March 1870, when — instructed Mr. —, who though, according to Mr. — evidence, then still his clerk, did business usually transacted by solicitors on his own account, to apply for the money." Solicitors should never overlook the importance of not allowing their clerks (those who may be so disposed) to drift into the position of what we will call law agents, who act for themselves in certain legal work, and introduce business, and are otherwise more or less independent of their principal.

ATTENTION should be paid to the wording of notices of motion upon motions for judgment under Order XL., rule 2. In a case which came before the Exchequer Division on motion for judgment, the Court refused to hear the application, on the ground that the grounds of the motion were not stated, in the notice served on the other side, as required by that rule. The motion did not, however, fall through altogether, but was postponed by the Court in order that a fresh notice might be served, but the party serving the insufficient notice was ordered to pay the costs of the day.

WE are informed of an order having been made at the Common Law Judges' Chambers by Master Walton, during the present week, under the following circumstances: The plaintiff having brought an action claiming (*inter alia*) payment of compound interest, the defendant appeared, and the action was not further proceeded with. The defendant, after some delay, issued a summons calling upon the plaintiff to show cause why the action should not be dismissed for want of prosecution. Such application was made under Order XXIX., rule 1. An order was made unless the plaintiff should deliver a statement of claim within a fixed number of days. The plaintiff so delivered his statement of claim, and the nature of the action being such that the defendant was unable to deliver his statement of defence without better particulars in the action, the defendant's solicitor took out a summons for such particulars, and the usual order was made thereon, with a stay of proceedings until the delivery thereof. The concluding words of the order were, "that unless such particulars be delivered in — days, all further proceedings in the cause be stayed until the delivery thereof." The plaintiff failed to deliver the particulars as ordered, with the avowed object of putting a stop to the action, which he desired to abandon, but without paying the defendant's costs, and it was to secure this latter end that the defendant was driving plaintiff on. After the order for particulars, the defendant issued a summons for further time to deliver statement of defence, and an order was made thereon. After further delay, the defendant not receiving the particulars ordered to be delivered, issued a second summons asking that the action may be dismissed for want of prosecution, upon which Master Walton made the order, although there seems no expressed warrant for it in the Judicature Acts and rules, while we can hardly doubt that the justice of the case required that such an order should be made. We understand that the plaintiff's solicitor contended that in face of the previous order staying proceedings in the action, such an application could not be entertained, while the defendant's solicitor replied, that the stay of proceedings must be taken to refer only to proceedings which might be taken by the plaintiff; and further, that assuming the contention of the plaintiff to be right, he had waived the point by consenting to an order on the defendant's summons for time to deliver defence, such order being made after the order staying proceedings.

A "WEST-END MANAGING CLERK" calls our attention—by a letter which will be found in another column—to another matter in which the Common Law Masters put an entirely different construction upon certain provisions in the schedule to the order of the 28th Oct. 1875, relating to "court fees" under the Judicature Acts, to that put upon the same by the Clerks of Records and Writs in the Chancery Division. It is really most unfortunate that these differences in practice should be rather increasing than diminishing. Every lawyer knows how great ~~was~~ the divergence between the office and ~~the~~ of the old common law courts w

that of the Court of Chancery. Then came the Judicature Acts and Rules, which aimed at uniformity of practice in the several divisions of the High Court; and, this being so, we venture to ask whether there has been a single meeting since November 1875 of representatives of the Chancery chief clerks, the common law masters, the record and writ clerks, the Chancery registrars, and the chief officials in the several law offices, especially from the Writ and Appearance offices? If there has been any such meeting for the purpose of assimilating the practice of all the divisions, as far as circumstances will allow, we can only say we have never heard of it, and if it has been held it has certainly been in the last degree profitless and barren of good results. The particular point with which our correspondent deals is that of the fee payable for copies made by a solicitor in an action, which copies are to be marked at the law offices as an office copy. The proper fee in such a case is 2d. a folio, and while this amount is properly charged in the Chancery Division, the sum of 6d. a folio—being the amount chargeable if the copy is an office copy—is usually charged in the common law divisions for all copies which are merely marked as office copies. The point is of some importance to solicitors, who are the best, indeed the sole judges of whether or not pressure of time requires that they should make copies of documents to be marked as office copies. The present view of the masters results in clients having to pay for such copies twice over.

REFERRING to our recent comment as to the proposed freer interchange between the two branches of the Profession, a correspondent (a solicitor) says: "I read the report of the last meeting of the committee of the Legal Practitioners' Society in the LAW TIMES. I see the clause relating to the interchange between the two branches of the legal profession has been settled. I should like to point out the view I take of it, which is, that it is an unsatisfactory, if not objectionable, alteration. It is, I think, an objectionable amendment, because, whilst partially remedying an evil, it may draw away observation from it and postpone more indefinitely than at present the time when it will be fully abolished. If the question, whether a barrister or solicitor should be allowed to pass from one branch of the profession to the other uninterruptedly on passing the prescribed examinations, is dealt with at all it should be dealt with fairly, and no half measures should be resorted to. If there is no ground for continuing the present obstacle of three years, I want to know what ground there is for substituting one of two years. If the only ground is—and I know of no other—that solicitors ought to be placed under quarantine for a limited time, let it be advanced, and if it can be, as I think it can, let it be met. At any rate, do not let solicitors be a party to their own condemnation by perpetuating any longer the obstacle to a barrister's becoming a solicitor. Let them say 'We will not cast a stigma of the kind over our professional brethren, and whilst we remove the hindrance on our side we are prepared to wait till a due sense of what is fair and generous induces a reciprocity of action on their side.' If therefore the three years cannot be swept away, I should vote for confining the proposed enactments to removing the present hindrance to barristers wishing to change their sphere of action. The other amelioration will come in good time." There is much to agree with in these views, but they cannot be practically applied. The reform must be accomplished by degrees, so far as solicitors are concerned. We must be thankful for small concessions at the outset, the rest will follow in due time. We quite agree that solicitors should at once remove all obstacles to a barrister becoming a solicitor; in short, sect. 3 of 23 & 24 Vict. c. 127 should be repealed and a new enactment secured, offering an easy entrance by barristers into the ranks of the solicitor's profession.

ALTHOUGH ample provision is made in the Judicature Acts and rules for ascertaining the christian and surnames of partners in a firm which has been sued, such Acts and rules also providing that service on one partner alone is necessary in order to entitle the plaintiff to proceed in an action against all the defendant partners (see Order XVI., rule 10; Order XII., rule 12; and Order IX., rule 6); yet in regard to process intended to be issued in the Mayor's Court London, or in the City of London Court, an intending plaintiff is unable to issue his process against a debtor or debtors, trading as "Thompson and Co.," without first furnishing to the officials of those courts the christian and surname of the person or persons trading under such a style. It is hardly necessary to say that this often greatly delays the issue of process, such delay being injurious to the interests of the intending plaintiff. A correspondent has

recently pointed out in our columns that much of the practice of the High Court of Justice ought, without delay, to be extended to the inferior tribunals of the country; probably no one will disagree with this view, but the question is, who will be at the trouble of framing the necessary measure. The fact is that those country and London solicitors who are directly interested in improving the practice of local courts should have recognised bodies of their own, who should be especially entrusted with the duty of framing Bills to meet the more urgently called for reforms in connection with the practice and procedure of the courts referred to. This work can hardly be expected of the Council of the Incorporated Law Society, seeing that there is probably not a single member of that body who ever practises in county courts. County court practitioners must look after their own interests and their own convenience in regard to subjects such as those we have considered above.

OUR contemporary, the *Globe*, in discussing the question of apologies to the House of Commons by members of the House, calls attention to certain instances in point, and proceeds: "There is a tradition of an honourable member having had to go down upon his knees before the august assembly of St. Stephen's and tender an apology in that humble posture. True, he had given expression to insulting language, not merely to an individual member, but to the entire British House of Commons, by speaking of it as a 'dirty House.' It was for this he was condemned to go down upon his knees and humbly apologise, which he did, and then, as he rose from the floor, and ostentatiously brushed the dust from his knees, he remarked to those about him, but in a tone loud enough to be very generally audible, 'It is a dirty house though, for all that.' So the story goes; but another story somewhat similar, but a good deal more probable, is to be found in Oldfield's History, respecting an attorney who had been summoned to the bar of the House, and commanded to kneel and be reprimanded for having taken a prominent part in the election riot." Times have changed, and liberty is a more common commodity. We do not often hear of election riots, but solicitors in these days have more to do with the management and government of parliamentary elections than probably any other body of men in the country.

#### COMMON PLEAS DIVISION. (Before GROVE and LINDLEY, JJ.) Re A SOLICITOR.

Murray.—I have to move, my lord, on behalf of the Law Society that the master's report be now read in this case. It was referred to the master to inquire into the matter, and he has made a report.

Master Benett read his report, which is unnecessary to publish in our columns.]

GROVE, J.—Who appears in this case?

Murray.—I appear, my lord, for the Incorporated Law Society, and I am informed that Mr. Walker is not to be represented on this occasion. He appeared by counsel on inquiry before the master, and I am in the hands of the court as to the course that ought to be taken. My Lords, this rule was obtained by the Law Society upon what appeared to them to be two very serious charges, shortly, this—it is a case of receiving a legacy of nineteen guineas for this lady, Miss Williams, and, in fact, putting it into his own pocket. The facts of the evidence coming out strong, he thought fit to pay the money to Miss Williams. I need hardly say the Law Society have nothing to do with a compromise, nor does it affect the matter in the slightest degree; it affects it no more than if in a case of embezzlement the party was to pay the money after an indictment had been preferred; therefore the first is a case of misappropriating nineteen guineas to the detriment of this legatee. Well, my Lords, the second is a case of a different sort. He has £160 in his hands, and is told distinctly that must be paid into the Bank of England. Now, I am about to submit, according to the evidence, he did all he could to deprive Mr. Roberts of this money. He kept the conveyances for a year and a half, and it was only after these proceedings were taken, and nine months after the rule was obtained, and during the inquiry before the Master, that in this case he was advised or felt himself bound to pay the £160 to Mr. Roberts.

GROVE, J.—Since I have been a judge of this court, the court has frequently said, in looking to the conduct of the solicitor, they cannot pay any regard to the payment of the money. An immediate payment, when first asked, may be something upon which to appeal to the consideration of the court; but merely raising money at the last moment, when being struck off the rolls is imminent, does not alter the question. I am of opinion the rule should be made absolute for striking Mr. James Walker off the rolls of the



GREENSTREE (Doveton D.), Moray House, Sarbiton, Surrey, and of Gen House, St. James's Park, Middlesex, Esq., a Brevet Major in H. M. Army. May 23; Fladgate and Co., solicitors, 40, Craven-street, Strand, Middlesex.

HALL (Susannah), St. Mary's-street, Ely, Cambridge, widow. May 24; Geo. S. Hall, solicitor, Market-place, Ely.

HALL (Thos.), formerly of 9, Albion-villas, College Park, Lewisham, Kent, afterwards The Globe, Royal Hill, Greenwich, Kent, afterwards of 5, Lambard-cottages, Greenwich, but late of Cumberland House, Eastbourne, Sussex, gentleman. May 11; T. D. Francis, solicitor, 4, Monument-yard, London.

HARDING (Henry), Kingscote, Gloucester, carpenter and wheelwright. May 28; H. J. Francillon, solicitor, Dursley.

HARRISON (Skill B.), Kingston-upon-Hull, ship chandler's foreman. July 1; Henry Lamb, joiner, Kingston-upon-Hull, and Henry H. Russell, ship chandler's clerk, Kingston-upon-Hull.

HART (Mary), 35, Rue de la Popinière, Brussels, widow. May 10; J. R. Bailey, solicitor, 8, Tokenhouse-yard, London.

HEARN (Wm. Thos.), Cambridge Hotel, Woolwich, Kent, licensed victualler. May 31; Farnfield and Sampson, solicitors, 19 and 21, Queen Victoria-street, London.

HEATH (Wm.), Dogcroft House, Wolstanton, Stafford, gentleman. April 29; W. J. W. Heath, solicitor, 14, Cheapside, Hanley.

HIGGINS (Richard), Pontefract, hosier. June 1; Howard Horner, solicitor, Wood-street, Wakefield.

HORSFALL (Eliza D.), formerly of 14, Shiel-road, Fairfield, Liverpool, lately of 6, Shiel-road, Liverpool, spinster. May 16; Worthington, Evans, and Cook, solicitors, 34, Eastcheap, London.

HORTON (Fredk.), 59, High-street, Whitechapel, and 572, Mile End-road, Middlesex, wholesale jeweller. June 1; C. Gatliff, solicitor, 8, Finsbury-circus, London.

HUNT (Mary Ann), formerly of the Royal Naval School, and late of 74, Church-terrace, Camberwell, Surrey, spinster. May 1; Schultz and Son, solicitors, 12, South-street, Gray's Inn, Middlesex.

JENKINS (John), Kidderminster, gentleman. May 14; W. H. Talbot, solicitor, Kidderminster.

KAY (Rev. John L.), Greatworth, Northampton. July 13; Rawson and Co., solicitors, 2, Park-row, Leeds.

KENDALL (Wm.), Bourton-on-the-Water, Gloucester, gentleman. June 1; Edmund Kendall, Bourton-on-the-Water.

KIMPTON (Hannah), 4, Ram-yard, Bridge-street, Cambridge, widow. May 26; Fitch and Jarrold, solicitors, 53, St. Andrew's-street, Cambridge.

KING (Dorothy), Dalton-rose, Barrow-in-Furness, widow. May 8; F. Taylor, solicitor, 15, Strand, Barrow-in-Furness.

KNOX (Anne E.), 48, Great Cumberland-place, Portman-square, Middlesex, spinster. May 8; C. E. Withall, solicitor, 18, Bedford-row, Holborn, Middlesex.

LAVIS (Colonel Tudor), 25, Colville-square, Bayswater, Middlesex. June 1; Rogers and Co., solicitors, 23, Queen Anne's Gate, Westminster, S.W.

LEWIN (Alexander P.), formerly of Winfield House, Borough Green, near Sevenoaks, Kent, then of 88, Albion-road, Stoke Newington, then of 18, Adolphus-terrace, St. Ann's-road, Stamford-hill, and late of 22, Nesbit-street, Homerton, all in Middlesex, gentleman. June 1; Monckton, Long, and Co., solicitors, 17, Lincoln's Inn-fields, London.

LONDON (Jeremiah), Gipsy Hill, Norwood, Surrey, and Russell-street, Bermondsey, hair and glue merchant. April 30; Satterly and Hayley, solicitors, 191, Tooley-street, London-bridge, London.

LUNN (Henry), Gregwell, and of Tunworth, Southampton, yeoman. May 16; S. Chandler, solicitor, Basingstoke, Hants.

MARLEY (Jno. P.), Marske by-the-Sea, North Riding, York, tailor and draper. May 4; H. Staniland, solicitor, 29, Linthorpe-road, Middlesbrough.

MCGRAWSON (Lucy C.), 39, Ampthill-square, St. Pancras, Middlesex, widow. June 15; Collyer-Bristowe and Co., solicitors, 4, Bedford-row, Middlesex.

MORGAN (Robt. B.), 27, Cambridge-road, Brighton, Esq. May 14; Leman and Co., solicitors, 51, Lincoln's Inn-fields, London.

MYATT (Solomon), formerly of Birch Cross, Hanbury, and late of Abbots Bromley, Stafford, blacksmith. May 14; Gardner and Sons, solicitors, Crossley Stone, Rugeley, Stafford.

OWEN (Wm.), Norris Green, West Derby, Lancaster, farmer. June 6; Wm. Radcliffe and Smith, Solicitors, 19, Sweeting-street, Liverpool.

PARDOE (Frank), Atterley, Much Wenlock, Salop, farmer. May 7; Gordon and Nicholls, solicitors, Bridgnorth, Shropshire.

PHILLIPSON (Jno.), Louth, Lincoln, gentleman. June 1; Jno. H. Bell, solicitor, Townhall, Louth.

PINK (Elizabeth A.), Overton, Southampton, spinster. May 16; S. Chandler, solicitor, Basingstoke, Hants.

RANKINE (Ann), 44, Porchester-terrace, Hyde Park, Middlesex, widow. June 1; Pike and Son, solicitors, 26, Old Burlington-street, Middlesex, W.

READ (Thos.), Nether Whitacre, Warwick, gentleman. June 9; Jos. Read, 85, Bloomsbury, Birmingham.

REYNOLDS (Jos. Wm.), formerly of St. Martin's-lane, Middlesex, but late of 11, Gloucester-street, Westminster, gentleman. June 4; J. C. F. W. Rogers, solicitor, 9, Victoria Chambers, Victoria-street, Westminster.

RICHARDS (Geo. H.), 207, Piccadilly, Middlesex, distiller. June 1; Capson and Co., solicitors, Savile-place, London.

RIDGWAY (Mark Wm.), Lime Tree Cottage, Sydenham, Kent, wine merchant. May 31; Kingsford and Co., solicitors, 23, Essex-street, Strand, London.

RISDALE (Ellen), Bullock-street, Higher Hillgate, Stockport, widow. May 11; Frase Newton, solicitor, Bank Chambers, Market-place, Stockport.

ROBERTS (Edw.), formerly of Parliament-street, Westminster, late of 36, Blomfield-road, Faddington, Middlesex, and of 9, Victoria-chambers, Victoria-street, Westminster, architect. May 16; Merriman and Co., solicitors, 25, Austinfriars, London.

ROUSE (Jno.), Machen Bank, Sheffield, gentleman. June 25; Fretson and Son, solicitors, Bank-street, Sheffield.

ROMSEY (Andrew B.), 154, Whittington-place, Highgate-hill, Upper Holloway, Middlesex. May 16; Emmet and Son, solicitors, 14 Bloomsbury square, Middlesex.

BETTER (Chas.), Rose and Crown Inn, Kew Green, Surrey, licensed victualler. May 30; Berkeley and Calcott, solicitors, 52, Lincoln's Inn-fields, London.

SANDERS (Geo. W.), Holyrood-place, Plymouth. May 21; Randall and Angier, solicitors, 3, Gray's Inn-place, Gray's Inn, London.

SAXON (Geo.), 50, Lime-street, London, and Surbiton, Surrey. May 31; Arries and Rawlins, solicitors, 55, Gracechurch-street, London.

SEWELL (Jno.), Halstead, Essex, Esq. May 12; Sewell and Edwards, solicitors, Gresham House, Old Broad-street, London.

SEWELL (Thos.), 4, Claremont-terrace, Buckland, Dover, gentleman. May 9; W. M. Baker, solicitor, 50, Bedford-row, London.

SHORT (Jno. S.), Saddle Hotel, Dale-street, Liverpool, licensed victualler. May 11; Brabner and Court, solicitors, 40, North John-street, Liverpool.

SMITH (Richd.), 194, Ladywood-road, Edgbaston, Warwick, gentleman. May 31; R. M. Wood and Son, solicitors, 25, Waterloo-street, Birmingham.

SNEWIN (Alfred Geo.), 1, York-place, Portman-square, and 11 and 12, Back-hill, Hatton Garden, Middlesex, timber merchant. May 31; Jas. T. Snell, 35, Cheapside, London.

STACE (Jos.), Southampton, surgeon. May 22; T. Goate, solicitor, 6, Portland-terrace, Southampton.

STEVENSON (Jane), Dartmouth-place, Blackheath, Kent, widow. June 1; Pitman and Lane, solicitors, 27, Nicholas-lane, London.

STUBBS (Geo.), Lodge Farm and Dutton Cross, Stone, Staffordshire, farmer. May 13; Wm. Saben, solicitor, Stone.

SWITZERBANK (Sarah), Mirfield, York, spinster. May 10; Jno. Wm. Turner, solicitor, Mirfield.

TASNER (Edwin), 33 and 34, Webb-street, Stapleton-road, Bristol, commercial traveller. June 1; Jno. Miller, solicitor, Whitson Chambers, Nicholas-street, Bristol.

TAYLOR (Elizabeth), Ashelworth, Gloucester, widow. May 31; Brotherton and Son, solicitors, Gloucester.

TAYLOR (Jas. E.), Whitworth, near Rochdale, surgeon. May 31; Earle, Son, and Co., solicitors, 44, Brown-street, Manchester.

TAYLOR (Jane), Whitworth, widow. May 31; Earle and Co., solicitors, 44, Brown-street, Manchester.

TAYLOR (Wm.), Ashelworth, Gloucester, gentleman. May 31; Brotherton and Son, solicitors, Gloucester.

TYAS (Jos.), Flax Parade, Sheffield, debt collector. May 9; E. K. Binns, solicitor, Fig Tree Chambers, Sheffield.

WARDE (Lieut.-Col. Geo.), Squerries-court, Westerham, Kent. June 1; Bosworth and Brown, solicitors, Westerham, Kent.

WARREN (Jos.), Isworth, Suffolk, gentleman. May 14; Thomas M. Golding, solicitor, Walsham-le-Willows, Isworth.

WERE (Wm.), St. Mary Church, Devon, gentleman. June 17; Were and Peatchcott, solicitors, Kinterbury-street, Plymouth.

WHITE (Henry), 6, New Cavendish-street, Portland-place, Middlesex, builder. May 7; H. Irvine, solicitor, 8, Staple-inn, Holborn, London.

WHITFIELD (Lieut.-Col. Henry Ware), formerly of 2, Inverness-place, Bayswater, afterwards of 20, Queen's-road, Bayswater, Middlesex, but late of 13, Sargate-street, Dover, Kent. June 1; Robins and Peters, solicitors, 24, Guildhall-chambers, 23, Basinghall-street, London.

WHITFORD (Elizabeth), Moreton-in-Marsh, Gloucester, widow. June 1; G. H. Saunders, solicitor, Chipping Norton.

WILKINSON (Joe), Lindley, near Huddersfield, shopkeeper. May 14; Thos. Drake, solicitor, John William-street, Huddersfield.

WINGFIELD (Adriana, L.), 4, Chepstow-villas, Bayswater, Middlesex, spinster. May 21; W. A. Willoughby, solicitor, 4, Lancaster-place, Strand, London.

WOLFE (Thos.), 13, Wilnot-street, Brunswick-square and Woburn-square, Middlesex, job master. June 21; D. Keane, solicitor, 25, Lincoln's Inn-fields, London.

WORMIN (Thos.), Prittlewell, Essex, farmer. June 25; Postans and Landan, solicitors, 12, South-square, Gray's Inn, London.

## REPORTS OF SALES.

Wednesday, March 28.  
By Messrs. HASLAM and SON, at Reading.  
Swallowfield, near Reading.—Freehold farm, containing 21a. 0r. 7p.—sold for £1225.  
Two enclosures of land, 4a. 3r. 34p.—sold for £305.

Friday, April 6.  
By Mr. HENRY EYE, at Barnstable.  
North Devon, Stove Rivers.—Freehold farm of 125a. 3r. 23p., and the manor—sold for £5000.  
Stoke Mill and 14a. 0r. 27p.—sold for £720.

Friday, April 13.  
By Mr. F. LOMAX, at the Mart.  
Edgware-road.—Nos. 18, 20, and 22, Maid-a-vale, term 32 years—sold for £1670.

By Messrs. NORTON, THURTELL, WATKINS, and Co., at the Mart.  
Farringdon-street, E.C.—The Crown and Anchor public-house, and 17, 18, and 19, Bear-alley, freehold—sold for £6000.  
No. 29, Farringdon-street, and 16, Bear-alley, freehold—sold for £4100.  
Thornston Heath, freehold residence, Linden-lodge—sold for £1110.  
Clarendon-lodge, adjoining—sold for £1200.

By Messrs. BAKER and SON, at the Mart.  
Bromleybury.—No. 4, Cavendish-road East, term 91 years—sold for £800.

Monday, April 16.  
By Mr. G. MADDOX, at the Mart.  
St. John's-wood.—No. 42, Springfield-road, term 60 years—sold for £740.

By Mr. F. R. HAYES, at the Mart.  
Shepherd's-bush, No. 2, Frithville-gardens, term 96 years—sold for £350.  
Hammersmith.—Nos. 4 to 12, and 16 to 22 (even numbers), Southerton-road, term 90 years—sold for £3005.

By Messrs. DAVIES and CONQUEST, at the Mart.  
Upper Holloway.—No. 11, Bedford-terrace, term 88 years—sold for £325.  
Nos. 56 and 58, Alsen-road, same term—sold for £345.  
Mile-end.—No. 365, Mile-end-road, term 4 years—sold for £105.  
Aldersgate-street.—No. 9, Carthusian-street, term 4 years—sold for £100.

By Messrs. SMITH and READ, at Mason's Tavern.  
Pimlico.—The lease of the Belgrave, term 22 years—sold for £9100.

By Mr. J. J. HILL, at Mason's Tavern.  
Dalston.—The lease of the Spurstone Arms, term 84 years—sold for £1910.  
Tottenham court-road.—The lease of the New Inn, term 11 years—sold for £1720.

Tuesday, April 17.  
By Mr. S. B. CLARK, at the Mart.  
Portman-square, near.—An improved rent of £55 per annum, term 21 years—sold for £577.

By Mr. W. THOMPSON, at the Mart.  
Lower Edmonstone.—Nos. 13 to 16, Hyde Side-terrace, term 80 years—sold for £1180.  
Tottenham.—Nos. 2 and 3, Waverley-terrace, same term—sold for £265.

By Messrs. C. and H. WHITE, at the Mart.  
Lower Merton.—No. 21, Fairlawn-villas, freehold—sold for £640.  
Mitcham-common.—A copyhold residence, with stabling—sold for £430.  
Lower Tooting.—A plot of land—sold for £45.

By Messrs. HENRIK and SON, at the Mart.  
New Malden, Coombe-road.—The Railway Tavern, and a plot of land, freehold—sold for £238.  
Two plots of building land—sold for £245.

By Mr. J. P. SELF, at the Mason's Tavern.  
Hackney.—The lease of the Frampton Arms, term 40 years—sold for £6700.

By Messrs. FAREBROTHER, ELLIS, CLARK, and Co., at the Mart.  
Hampstead New End.—Vine-house and five cottages, freehold—sold for £875.

By Mr. W. H. MOORE, at the Mart.  
Peckham.—Nos. 12 to 15, Langdale-road, term 67 years—sold for £1000.  
Euston-square.—No. 47, Drummond-street—sold for £600.  
Nos. 32, 34, and 35, Drummond-street—sold for £1215.

By Messrs. FOSTER, at the Mart.  
St. Pancras.—The Mitre Tavern, freehold—terrace, freehold—sold for £27,000.

Wednesday, April 18.  
By Messrs. WITHERALL and GREEN, at the Mart.  
Kennington.—No. 123, Lower Kennington-lane, and two policies for £200 and £100, life aged 41 years—sold for £44.  
Yorkshire, Babwith.—The reversion to one-fifth share of freehold property, life aged 65 years—sold for £255.  
The Reversion to one-fifth share of stocks, amounting to £1602 10s., on same life—sold for £210.

By Mr. G. C. EDWARDS, at the Mart.  
Peckham.—Freehold ground rent of £15 per annum—sold for £234.  
Croydon.—Freehold ground rent of £14 per annum—sold for £285.

By Messrs. J. BAKER and SON, at the Mart.  
Old Kent-road.—Nos. 21 and 23, Pomeroy-street, freehold—sold for £700.  
A plot of land—sold for £410.

By Messrs. COOPER and GOULDING, at the Mart.  
Dalston.—No. 24, St. Philip's-road, term 73 years—sold for £286.

By Messrs. EDWIN FOX and BOYCEFIELD, at the Mart.  
Bermondsey.—Freehold ground rent of £100 per annum—sold for £2500.  
City of London.—No. 3, Bucklersbury, freehold—sold for £2100.

Bgham.—Manor-lodge, with stabling and pleasure grounds, freehold—sold for £1000.  
Highbury.—Nos. 21, 21, 25, and 28, Aberdeen-park, term 5 years—sold for £2670.

By Messrs. BUSHWORTH, ARBOTT, and BUSHWORTH, at the Mart.  
Balham-hill.—Nos. 1 and 2, Arundel-villas, term 55 years—sold for £1800.  
Lee.—Nos. 15 and 19, Alexandra-villas, term 32 years—sold for £2534.

The Reversion to £180, invested in a rent charge, Stock C. 4 1/2 per cent., life aged 83 years—sold for £1550.  
The Reversion to £150, invested in a rent charge, Stock C. 4 per cent.—sold for £1040.

## LAW STUDENTS' JOURNAL.

*Inquiries, as to Students' Societies, as to the several Examinations, as to Admission on the Roll of the Supreme Court, as to being called to the Bar, and as to taking out and renewal of annual certificates, should be addressed to the Editor (Students' Department).*

REFERRING to the leading paragraph in this column of our last issue, we have received another letter upon the subject of whether the Solicitors' Acts are complied with by an assignment of articles, or whether fresh articles are necessary instead of an assignment. This letter we publish among Law Student's Notes and Queries. The questions involved in the decision of the Court in *Es parte Adams* are of sufficient importance to warrant the issue by the Incorporated Law Society of some special directions upon the subject to articulated students. As we have already pointed out the use of the word "assigned" in sect. 5 of 6 & 7 Vict. c. 73, does not affect the question, and it should be noticed that the schedule to the Stamp Act 1870 deals with the stamp duty to be paid upon articles where a clerk is "bound fresh for the same purpose."

ARTICLES of clerkship (whether original or supplemental), dated on any day during April, must be enrolled and registered at the Petty Bag Office, Chancery-lane, on or before the same day in the month of October next, and when articles are enrolled and registered on any day during the month of April, they must be produced and entered at the Law Institution on or before the same day in the month of July next. See 6 & 7 Vict. c. 73, s. 8 and 9, and 23 & 24 Vict. c. 127, s. 7. Failure to comply with these statutory requirements often entails a loss of time upon articulated students.

WHERE articles expire between 10th Jan. and 15th April, candidates may be examined in January. If between 14th April and 23rd May, candidates may be examined in April; if between 21st May and 2nd Nov., in June, and if between 1st Nov. and 11th Jan., in November: or, of course, at any subsequent examination. Six weeks' notice at least is necessary for these examinations, the same to be calculated up to the first day of the month of examination. See the regulations of Nov. 1875.

AN examination certificate is only available for admission on the roll of the Supreme Court within six months from its date, and must otherwise be specially enlarged by an order of the Master of the Rolls, which should be applied for at the Petty Bag Office. See regulations as to examinations and admissions of Nov. 1875.

THE following lectures and classes in Common Law are appointed to be delivered and held in the Hall of the Incorporated Law Society, Chancery-lane, during the ensuing week: Monday class 4.30 to 6 o'clock p.m.; Tuesday, ditto; Wednesday, ditto; Thursday, Lecture, 6 to 7 o'clock p.m. Subscribers are not admitted to the hall after lectures have commenced.

THE hon. librarian of the United Law Students Society (Mr. F. B. Moyle) has received further subscriptions from eminent members of the Profession, among whom are the following:

486) referring to the fact that by a recent decision the Master of the Rolls has declared all assignments of articles of clerkship to be invalid. The matter being of considerable moment to myself, will you give me the reference to the case in which the Master of the Rolls has given this decision. FRED. DUTTON.  
[The case is not reported, but it followed *Ex parte Adams*, L. Rep. 10 Q.B. 227, which see.—Ed.]

PRELIMINARY EXAMINATION.—I have passed the preliminary: is there any and what limit to the time within which I can be articulated without again passing? JAS. H. DALLAS.

[There is no limit whatever.—Ed.]

## REAL PROPERTY AND CONVEYANCING.

### NOTES OF NEW DECISIONS.

**WILL—CONSTRUCTION**—"LEGAL OR NEXT OF KIN."—Testator bequeathed property to his wife for life, with remainder to his sons and daughters, the share of the daughters "to be vested in the bank in their own name, and the interest for life to be received by them to remain as a jointure for their use in case of their marrying untouchable by their husbands, but to descend to their legal or nearest of kin." Held, that a daughter, whether marrying or not, took only a life interest, with remainder to her next of kin: (*Harris v. Newton*, 36 L. T. Rep. N. S. 173. V.C.M.)

**DAMAGES TO ADJOINING PREMISES BY ESCAPE OF SEWAGE—OWNER'S LIABILITY**.—An occupier of land can recover against an adjoining occupier for damage caused by noxious substances coming on to his premises, in a way in which he is not bound to receive them, from any artificial structure on the adjoining premises, although the adjoining occupier is ignorant of the facts which cause the injury, and there is no negligence. Plaintiff and defendant occupied adjoining premises. An old drain commenced on defendant's premises, passed under the houses, came back through defendant's premises, and then passed under plaintiff's. The drain got out of repair under defendant's premises, whereby sewage and water escaped into plaintiff's premises, and caused damage. Defendant did not know that the drain turned back through his premises and under plaintiff's, or that it was out of repair, and was not guilty of negligence. Held, on motion for judgment, that plaintiff was entitled to recover: (*Humphreys v. Connas*, 36 L. T. Rep. N. S. 180. C.P.)

## MAGISTRATES' LAW.

### LAMBETH POLICE COURT.

(Before Mr. CHANCE.)

**THE SCHOOL BOARD FOR LONDON v. CRAFTER.**  
*Compensation—Tenant—Evidence.*

This was a case under the 121st section of the Lands Clauses Consolidation Act.

The claim was in respect of the premises, No. 219, Beresford-street, Walworth, in the occupation of Mr. George Cramer, a builder and decorator, at a rental of £23 per annum.

Woolf appeared for Mr. Cramer.

Freeman for the School Board.

The board called the landlord, Mr. Warren, in support of their contention that the claimant was only a monthly tenant and not a quarterly one, but the magistrate held, from the evidence given and the quarterly receipts produced, that Mr. Cramer was now really a yearly tenant, though when he first occupied the premises his rent was paid monthly.

The claimant was called, and stated that he had been served with a notice to quit by the board, but that under Mr. Fuller's advice he had taken no heed of it, and that subsequently the board served him with a notice to treat. He further stated that his net profits amounted to about £23 or £24 a week, and that he generally had four or five men at work for him, and that the compulsory removal might prove a serious loss to him.

Mr. Edmond F. Fuller, of the firm of Fuller and Fuller, surveyors, of Bucklersbury, gave evidence on behalf of Mr. Cramer, and he stated in his evidence that no formal claim had been sent in, as Mr. Young, the board's surveyor, would not entertain the matter, and declined to make any offer whatever, as he considered he had no legal right to compensation, being under a proper notice

to quit; but it now being considered otherwise by the magistrate.

Mr. Fuller stated that the claimant was entitled to a year's profits at least, or £200, in addition to some £10 or £12 for removal, and £26 4s. 6d., the value of his trade fixtures and fittings; and that he had had considerable experience in matters of this kind, and had arranged over a hundred claims last year on a similar basis, and that had the business been one of a cash trade over the counter the amount would have been greater, as the claimant would then be entitled to eighteen months' profits, which was his unexpired interest in the premises in question.

In answer to Mr. Chance, Woolf stated that the total estimate would be about £248.

Mr. Charles J. Barker, a surveyor of King William-street, was called on behalf of the board, and stated that £228 would be a fair compensation, as the claimant had no shop, and the premises were small.

Mr. CHANCE remarked on the extraordinary and wide difference between the surveyors, and after asking Mr. Fuller a few more questions, he awarded the claimant £200 as compensation, and £32 7s. for costs, including £10 10s., Mr. Fuller's charges.

### NOTES OF NEW DECISIONS.

**STOLEN PROPERTY—ACTION AGAINST CONSTABLE FOR DETINUE**.—The plaintiff was committed for trial, tried, and acquitted, on a charge of stealing a diamond pin and ring, which were found in his possession. The defendant, a superintendent of police, into whose possession the pin and ring had lawfully come in the course of the criminal proceedings, did not deliver them to the plaintiff on his acquittal; but within a reasonable time afterwards applied to a magistrate under sect. 29 of the 2 & 3 Vict. c. 71, for an order "for the delivery of the said goods to the party who should appear to the magistrate to be the rightful owner thereof, or such other order as to the magistrate should seem meet." The magistrate, on the application being made, heard evidence which was tendered both for the plaintiff and the defendant, and adjourned the further hearing to a distant day. Before the expiration of that day the plaintiff brought his action against the defendant for the detention of the goods. The defendant set out the above facts in his statement of defence, and that no order had yet been made by the magistrate. The plaintiff demurred. Held (affirming the decision of Cleasby, B. in the Exchequer Division below) that, no order having been made by the magistrate under sect. 29, the plaintiff's action was not maintainable: (*Bullock v. Dunlop*, 36 L. T. Rep. N. S. 194. Ct. of App.)

**TURNPIKE—TOLL—EXEMPTION—CARRIAGE EMPLOYED IN HER MAJESTY'S SERVICE UNDER THE MUTINY ACT**.—By sect. 86 of the Mutiny Act (39 Vict. c. 8) a toll collector is made liable to a penalty if he shall demand and receive toll (*inter alia*) "for any carriages or horses belonging to Her Majesty, or employed in her service, under the provisions of this Act." By sect. 68, for the regular provision of carriages for Her Majesty's forces and their baggage in their marches, power is given to constables, upon warrants issued by justices within their several jurisdictions, to provide carriages and horses for employment in Her Majesty's service; and, the section proceeds to enact how and under what circumstances this can be done. The respondent, an officer in Her Majesty's service, in pursuance of an order to proceed from his official residence at one place to another in the Isle of Wight, made a part of the journey in uniform in his own dog-cart, drawn by his own horse, and upon arrival at the appellant's toll bar was charged a toll in respect of his carriage, which he paid under protest. It was necessary that the respondent should have a carriage to take several official books and things he was directed by order to take to his destination, and if he had hired a carriage the cost of hiring would have been allowed to him. The appellant having been convicted by justices under sect. 86 of 39 Vict. c. 8, for taking this toll: Held, on appeal that sect. 86 only exempted carriages employed under and by virtue of sect. 68 of the Act; that the carriage in question was therefore not employed in Her Majesty's service under the provisions of the Act, and that the conviction was accordingly wrong: (*Hinds v. Parry*, 36 L. T. Rep. N. S. 216. Ex.)

## LEGAL NEWS.

A PARLOUR car is a novel place to hold court, but a Special Term of the United States Circuit Court was held a short time ago in one. A hearing of a motion for the appointment of a receiver for a railroad began in Milwaukee, and as Judge Drummond, before whom it was made, desired to go to Chicago, the argument was continued aboard a parlour car, en route, and concluded in the court room in Chicago.

**MEASURE OF DAMAGES FOR INFRINGEMENT OF PATENT**.—The case of *Birdsall v. Coolidge*, recently decided by the Supreme Court of the United States, was for the infringement of a patent. The principal question was in relation to the measure of damages. The court below charged the jury in substance and effect, "that when a person, without license, appropriates the patented invention of another, the measure of damages, if a royalty has been established, is the regular royalty paid by purchasers and licensees; that if the jury find for the plaintiff the damages will be the royalty which the plaintiff established for that part of the invention used by the defendant." The Supreme Court in reversing the decision of the court below, after stating the rule under a prior patent Act not now in force, say: "Courts could not, under that Act, augment the allowance made by the final decree as in the case of the verdict of a jury, but the present patent Act provides that the court shall have the same powers to increase the decree, in its discretion, that are given by the Act to increase the damages found by verdicts in actions at law. Such difficulties could never arise in an action at law, nor can it now, as both the prior and the present patent act authorises the court to enter judgment on the verdict of the jury for any sum above the verdict, not exceeding three times that amount. No discretion is vested in the jury, but they are required to find the actual damages, under proper instructions from the court. Still, it is obvious that there cannot be any one rule of damages prescribed which will apply in all cases, even where it is conceded that the finding must be limited to actual damages. Frequent cases arise where proof of an established royalty furnishes a pretty safe guide both for the instructions of the court and the finding of the jury. Reported cases of undoubted authority may be referred to which support that proposition, and yet it is believed to be good law that the rule cannot be applied without qualification, where the patented improvement has been used only to a limited extent and for a short time, that in such case the jury should find less than the amount of the license fee; and it is admitted in several cases that the circumstances may be such that the finding should be larger than the royalty: (*Seymour v. McCormick*, 16 How. 490; *Curtis on P.*, 4th ed., 459; *Livingston v. Woodward*, 15 How. 569; *Dean v. Mason*, 20 id. 203.) Evidence of an established royalty will undoubtedly furnish the true measure of damages in an action at law, where the unlawful acts consist in making and selling the patented improvement or in the extensive and protracted use of the same, without palliation or excuse, but where the use is a limited one and for a brief period, as in the case before the court, it is error to apply that rule arbitrarily and without any qualification: (*Packet Co. v. Sikes*, 19 Wall. 617; *Russell v. Demig*, 2 Otto; *Suffolk Co. v. Hayden* 3 Wall. 320.) Actual damage is the statute rule, and whenever the royalty plainly exceeds the rule prescribed by the patent act, the finding should be reduced to the statute rule.—*Albany Law Journal*.

**THE BANKRUPTCY BILL**.—Mr. Welton, of the firm of Quilter, Ball, and Co., accountants, offers some remarks upon the Bankruptcy Bill:—"The 104th and 106th clauses of this Bill," he says, "are those which define 'fraudulent pretences,' and it may be well to point out that the wording of clause 106 very clearly recites the legal doctrine which, since the decision in *Butcher v. Stead*, has prevailed. Upon that decision Mr. W. T. S. Daniel, Q.C., Judge of County Courts, in a paper read before the Social Science Association last autumn, remarked as follows:—"Its effect is to establish that fraudulent preferences are for all practical purposes so far legalised that debtors may commit the frauds with impunity, and creditors may retain the fruits of such frauds with safety, provided (if they have not applied for their debts, in which case pressure alone would suffice to legalise the fraud) that they have been mere passive recipients of their debts, and were ignorant of the debtor's insolvent condition and fraudulent motive in making the payments. Sanctioned by the supreme authority of *Butcher v. Stead*, a trader knowing himself to be insolvent may now even prepay such creditors as he pleases, taking a rebate for such prepayment, and then having perpetrated this flagrant injustice upon his other creditors, may file a petition, &c." If, for instance a merchant learns that he has been ruined by the failure of a correspondent abroad, nothing hinders him from at once

### BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Berwick-on-Tweed	Friday, June 29.....	Wm. T. Greenhow, Esq. ....	5 days .....	S. Sanderson.
Folkestone	Tuesday, April 24.....	James John Lonsdale, Esq. ....	8 days .....	W. G. S. Harrison.
New Windsor	Tuesday, May 8.....	A. M. Skinner, Esq., Q.C. ....	10 days .....	Henry Davill.
Salisbury	Thursday, May 3.....	J. D. Chambers, Esq. ....	10 days .....	Francis Hoddging.
Stamford	Saturday, April 21.....	The Hon. E. C. Leigh .....	10 days .....	John Torkington.
Sudbury	Wednesday, April 25.....	Thomas H. Naylor, Esq. ....	14 days .....	Robert Ransom.
Wigan	Monday, April 23.....	Joseph Catterall, Esq. ....		Thomas Heald.

may fairly be classed amongst the contingencies of railway travelling for which a company is not responsible, and do not come within the category of wilful delay or restless loitering, which, according to Lord Justice James, are the true tests whether a company has duly performed its contract as carriers of passengers. If it were otherwise it might happen, as was suggested by his Lordship in *Re Blanche's case*, that a passenger delayed by reason of a stoppage occurring a hundred miles away, and upon a distinct portion of the railway, might call in question the conduct of the entire staff of the company throughout their whole system. This would obviously be most unreasonable, and bearing in mind the necessity which exists in the interests of the public safety for implicit obedience to signals, and the consequences, both to passengers and to companies, which might follow the disregard of them, I think that the exceptional delay which occurred in this instance, however inconvenient to the plaintiff, does not amount to a breach of the company's contract with him, which, it must be remembered, is not a contract guaranteeing the arrival of their train at the stated time named in the printed bills, but simply to use all reasonable efforts to ensure its arrival at that time. Under these circumstances I feel it my duty to find a verdict for the defendants. The learned judge refused to grant any costs beyond costs of witnesses, because the plaintiff before coming into court had applied to the company for an explanation of the delay, which explanation had not been furnished.

## BANKRUPTCY LAW.

### BANKRUPTCY DECISIONS IN THE YEAR 1876.

(Continued from page 430.)

#### ADJUDICATION.

The plaintiff, as the person in whom the estate of J. W., a bankrupt, was, on the adjudication being annulled, vested by order of the court under sect. 81 of the Bankruptcy Act 1869, sued the defendant under the common counts for a debt due from him to J. W. for work done by J. W. before the bankruptcy; to which the defendant pleaded a set-off by way of mutual credit at the time of the adjudication, for debts due before the bankruptcy from J. W. to the defendant, and for damages provable in bankruptcy, and which would have been provable against the estate of J. W. had he still continued to be a bankrupt; and on demurrer.

Held, that the plea was good, inasmuch as since under sect. 81 of the Bankruptcy Act 1869, the bankrupt's property vested in the plaintiff, subject to the right to set-off debts provable in bankruptcy, the defendant had the same right of set-off against the plaintiff suing as such assignee, as he would have had against the trustee in bankruptcy had the bankruptcy not been annulled.

Sect. 28 enacts that "the approval of the court shall be conclusive as to the validity of any such composition or scheme, and it shall be binding on all the creditors so far as relates to any debts due to them and provable under the bankruptcy."

In the interpretation clause the words "debt provable in bankruptcy" include "any debt or liability provable in bankruptcy."

By sect. 28 it is further provided that "the provisions of any composition or general scheme made in pursuance of the Act may be enforced by the court on a motion made in a summary manner by any person interested, and any disobedience of the order of the court made on such motion shall be deemed to be a contempt of court."

Per Cleasby, B.—These provisions clearly show that the arrangement or scheme of settlement still remains under the control of the court, and it is subject, therefore, to the ordinary rules of bankruptcy with respect to the right of set-off: (*West v. Baker*, 34 L. T. Rep. N. S. 102.)

#### AFTER ACQUIRED PROPERTY.

After an order closing a bankruptcy has been made the bankrupt, although he has not obtained his certificate of discharge, is entitled to the property which he subsequently acquires: (*Re Pettit's Trusts*, 34 L. T. Rep. N. S. 51.)

#### ASSIGNMENT OF CHOSE IN ACTION.

By a deed made between the debtors of the first part, trustees of the second part, and the several persons joint and separate creditors of the debtors who names and seals are hereunto set and affixed, of the third part, after reciting that the parties of the first part stood indebted on their joint account to the several persons and in the several sums set opposite their respective names in the schedules thereunder, and were also severally indebted to certain other persons, and that, being unable to pay their joint and separate creditors the whole of their demands, they had agreed to convey all their joint and separate estate to the parties of the second part in trust for themselves and the rest of the creditors rateably and in such proportion as the same joint and separate estate would

be distributable under a fiat of bankruptcy, and that the parties of the second and third parts had agreed to release the said debtors; the parties of the first part, "by and with the consent of the said creditors parties hereto," conveyed all their estate, &c., to the parties of the second part, upon trust to convey the same and "to pay and apply so much of the said trust moneys as should arise from the conversion of the said partnership property of the said debtors, in and towards payment and discharge of the several debts due and owing to the several joint creditors of the said debtors parties hereto of the second and third parts, or so much of the said debts as the said trust moneys will extend to pay rateably and in proportion, but so as the same shall be paid and applied in the same way as would be done in bankruptcy," and to pay and apply so much of the said trust moneys as arose from the conversion of the separate estate of the debtors respectively in payment of their separate debts. The deed contained also a covenant by the trustees to make a faithful distribution of the moneys "unto and amongst the several joint and separate creditors of the said debtors according to their respective rights and interests, and the true intent and meaning of those presents;" a release of the debtors by the parties of the second and third parts, and a declaration that the trustees should take all possible steps for making the said deed "binding upon all creditors of the joint and separate estates of the debtors, whether parties to the deed or not."

It was admitted that the deed, which was duly registered, was executed by all the joint creditors, but no sums or amounts were set opposite their names, and it was not suggested that there was any creditor who had not taken his benefit under it.

In an action by the plaintiffs suing in their own name, as trustees under the deed, for a debt, accruing due from the defendant to the debtors before the date of the deed, it was

Held by the Court of Exchequer, making absolute a rule to enter a verdict for the plaintiffs, that the evident intention on the face of the deed being that it should be a good deed under the Bankruptcy Act 1861, and one by which all the creditors would be entitled to benefit, the words appended to the description of the parties of the third part, apparently limiting its operation to the creditors "whose names and seals are hereunder set and affixed," might be rejected as a *falsa demonstratio*, and that they did not control or overrule the general intention of the deed that all the creditors, and not a portion of them only, were to be benefited. But that, at all events, the deed as against the defendant, who was not a party to it, was good to pass a *chose in action*, and the trustees might sue in their own names: (*Durant v. Robinson*, 34 L. T. Rep. N. S. 617.)

(To be continued.)

## CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the *LAW TIMES* being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**RULES OF THE SUPREME COURT—CONSTRUED DIFFERENTLY BY THE RECORD AND WRIT CLERKS AND THE COMMON LAW MASTERS—COPIES MARKED AS OFFICE COPIES.**—How is it that in the Common Law Divisions one has to pay 6d. per folio for office copies of judgments, although the copies are almost invariably made by solicitors, while at the Record and Writ Clerks Office, if the copy is made by the solicitor, only 2d. per folio is charged? How is it also that solicitors are allowed the costs (if proper to be made) of making the copy, while the Common Law Masters not only decline to allow the cost of copying, but also charge the same fees as if the copies were made in the masters' office? These inconsistencies ought not to exist, and I venture to submit the masters are wrong. The schedule to the order of 28th Oct. 1875 sets out what fees are to be taken in the various offices, and amongst others the following: For examining a written or printed copy and marking same as an office copy, for each folio, 2d.; for making a copy and marking same as an office copy, for each folio, 6d. The Common Law Masters seem to decline to allow solicitors the privilege of making their own copies, but I hope they will alter a rule which appears to me to be misconceived and unfair.

A WEST END MANAGING CLERK.

**THE COUNTY COURTS ACT 1875.**—I fail to see that "A Subscriber" has made out any case for altering sect. 1 of the County Courts Act 1875. The suggestion that every defendant should be compelled to disclose his defence by affidavit before obtaining leave to defend, cannot be entertained for a moment, having regard to the class of suitors who resort to the County Courts, and the frequency of the sittings of these courts.

Many of the defendants are very poor and illiterate persons, and could not frame such an affidavit, nor ought they be required to do so. If a defendant gives a notice of intention to defend when he has no defence, he does so at the peril of being up the costs against himself, for he would then be liable for the further expenses incurred by the plaintiff, i.e., the advocate's fee and costs of witnesses. Now it often happens that a plaintiff requires the debt to be paid forthwith, or at a much earlier date than the defendant is able, consequently the latter is driven to give a notice of defence as the only mode of obtaining reasonable terms for payment. In our County Court, if a defendant in such a case admits the debt, and only wants time, the registrar disposes of the matter; so that it is not the fact that the plaintiff is put to the "inconvenience of having to appear before the judge instead of the registrar." Your correspondent appears to think it a great grievance that "at the hearing the judge has power, notwithstanding there is no defence, to determine when the debt shall be paid, and whether in one sum or by instalments." Surely it is most proper that the judge should have this power, and it is difficult to see on what grounds he ought to be deprived of it. I cannot understand why the Profession and the President of the Legal Practitioners' Society should be invited to move for an alteration in the Act on such slender grounds as those disclosed in the letter of "A Correspondent."

W. H. P.

**JUDGMENTS—UNIFORMITY.**—In the *LAW TIMES* of the 3rd Feb., a form of judgment was given which is used in the Queen's Bench Division after the trial of an action sent from the High Court to the County Court, pursuant to 19 & 20 Vict. c. 108, s. 26. If this were followed up by other approved forms of judgments, and other proceedings, it would be of great service to the seventy-three district registries throughout the kingdom, and would be an effectual means of bringing about that uniformity in forms the absence of which has caused much inconvenience to practitioners, and has frequently been pointed out in the columns of the *LAW TIMES*. Under the sixty-three orders appended to the Judicature Acts, a great variety of judgments, more than twenty in number, may become necessary according to the peculiar circumstances attending each action, and yet in the appendix of forms not more than eight or nine forms are given for the guidance of the solicitor. The consequence is, that in some registries a complete medley of incongruous forms would be introduced were it not for the supervision of the officials. A clerk is sent with a blank sheet of paper to sign judgment, and is left to his own intelligence, or to the officials, for the correct form to be adopted. "Chitty's Forms" may be of some little help as a guide, but under the altered practice they are, in most cases, comparatively useless. Now that we have one Supreme Court of Judicature in England, we ought to have one uniform system in all common forms of proceedings, and as no book has yet been published as a guide containing them, the *LAW TIMES* could, by acting on the above suggestion, be an efficient means of bringing uniformity into existence, and of rendering very material aid to those whose duty it is to prepare the requisite forms. Judgments of the High Court are now models of conciseness and brevity, and are important documents, have frequently to be produced in other courts, and ought to be similar in form both in London and the district registries. Forms of the different judgments required under Orders XIII. and XXII., rules 8, interlocutory as well as final, would be very useful, especially in those cases where the action is for recovery of land, and there is also a special indorsement for rent and a claim for mesne profits on the writ. Judgments under these rules are less frequently signed than those under other rules, and therefore, if the authorised London forms were given, they would be adopted in the country in place of the crude specimens sometimes presented in district registries, originating, apparently, in the inexperienced brain of an office boy.

A COUNTRY CLERK.

[We agree with you as to the necessity for uniformity in forms used in the High Court. We have already given several forms, and we have frequently directed attention to the many unnecessary differences in such forms as used in the Common Law Divisions in London alone.—*EN. SOLS. DEPT.*]

**A FREER INTERCHANGE BETWEEN THE TWO BRANCHES OF THE PROFESSION.**—In a recent issue, when discussing the question of passing from one branch of the Profession to the other, after setting out the clause relating to stamp duty, in the Legal Practitioners' Society's Bill, you go on to say that "while solicitors contribute £105 to the public exchange, besides certificate duty," barristers only contribute £75." If I remember rightly, your correspondent "Lex," in his letter



LISTER, THOMAS, Marlborough-hill, Saint John's Wood, Pic. Pet. April 12. May 3, at half-past one, at the Bell hotel, Leicester. Sol. Webb, stock, and But. Arxley, W.

LOWE, MARY ANN, glass dealer, Birmingham. Pet. April 6. Pet. April 27, at three, at office 1. Sol. Frier, Birmingham.

MILKIN, HENRY, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. Pet. April 10. April 25, at twelve, at office of Sol. Webb, Leadenhall-st.

MORAN, MARY, egg dealer, Birmingham. Pet. April 11. April 25, at eleven, at office of Sol. Salmon, 4, Birmingham.

MAHER, HENRY, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 25, at three, at office of Barber and Garland, public accountants, Arxley-chambs, Colmore-row, Birmingham. Sol. Walter, Birmingham.

MAST, HENRY PAUL, gentleman, Chester. Pet. March 2. April 25, at three, at the Chamber of Commerce, 145, Cheap-side, London. Sol. Holmes, Fenchurch-st.

MACNOLTY, JOHN, brewer, Water, Walsall. Pet. April 14. May 1. Sol. Newton, at office of Sol. Glover, Walsall.

MCNEVIN, HENRY, 4, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 12. April 25, at two, at office of Sol. Robinson, Margate.

MAINWARING, HARRY EDWARD, stationer, Athol-street, Nelson Green-rd. Pet. April 12. April 20, at three, at office of Sol. Thomas, 10, Newington, Bristol, Gloucester, Bath-st. P. 11.

NEWMAN, THOMAS LEWIS, stonemason, Darlington. Pet. April 11. May 1, at three, at the Fleece hotel, Darlington. Sol. Bannister, Middleborough.

NELSON, RICHARD, plumber, Coventry. Pet. April 11. May 2. Sol. Bannister, Middleborough.

NICKSON, WILLIAM, draper, Manchester, and Bradford, near Manchester. Pet. April 14. April 20, at three, at office of Sol. Neesham, Parkington, and Black, Manchester.

OSBORNE, GEORGE, farmer, Moulton. Pet. April 13. May 1, at twelve, at the Swan hotel, Newport Pagnell. Sol. Bell, Newport Pagnell.

OZZARD, WILLIAM HUDSON, a retired paymaster from Her Majesty's Royal Navy, Freemason. Pet. April 10. April 25, at eleven, at office of Sol. Stiles, Coventry.

O'REILLY, WILLIAM, glass dealer, Liverpool. Pet. April 11. May 1, at three, at office of Sol. Harris, Liverpool.

PADLEY, JONAH, fahmowner, Warrana. Pet. April 14. April 27, at eleven, at office of Sol. Field, Swansea.

PRICE, ROBERT, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 13. April 30, at three, at office of Messrs. T. G. Clarke, and Co., public accountants, 4, Crookshank-st., Cardiff. Sol. Heard, Cardiff.

REID, JAMES, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 13. April 25, at eleven, at the Ram public room, Cirencester. Sol. Munro, Cirencester, and Co., Cirencester.

PEABSON, CHARLES, frizette maker, Birmingham. Pet. April 14. April 24, at half-past ten, at office of Dugmore, at the Field, 14, Brompton-hill, Birmingham. Sol. Water, Birmingham.

PARRY, PETER, coroner for the county of Flint. Pet. April 11. April 27, at twelve, at office of Sol. Charlton, Chester.

PALMER, JOHN, out of business, Eddington. Pet. April 12. April 24, at twelve, at office of Sol. Ward and Cook, Brick water.

POTTS, ADOLPHUS, basket manufacturer, Forest, Edmonton. Pet. April 12. May 3 at three, at office of Holloway, Sol. Stiles, Coventry.

QUINLEY, WILLIAM, carrier, Whitehaven. Pet. April 14. May 2, at eleven, at office of Sol. Moon, Whitehaven.

ROBBINS, JOHN, ROBBINS, WILLIAM, and AMERPHED GEORGE, butchers, Cardiff. Pet. April 13. May 1, at eleven, at the White Horse, Cardiff. Sol. Stiles, Coventry.

ROBSON, WILLIAM, wholesale confectioner, Newcastle-upon-Tyne. Pet. April 13. April 25, at one, at office of Sol. Pugh, Newcastle-upon-Tyne.

ROBERTS, JAMES, drinker, Tynemouth. Pet. April 12. April 25, at two, at office of Sol. Sewell, Newcastle-upon-Tyne.

ROGERS, THOMAS, out of business, Bliston. Pet. April 13. April 30, at eleven, at office of Sol. Bowen, Bliston.

ROME, JAMES, boot maker, Hloth. Pet. April 11. April 25, at eleven, at office of Sol. Stiles, Coventry.

STEWART, JAMES HENRY ALFORD, no occupation, Buckham Palace-park. Pet. March 2. April 25, at two, at 30, 4. Cork-st, Burlington-gardens. Sol. E. F. and B. Davis.

SHENKED, EDWARD, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 13. April 25, at three, at office of Messrs. T. G. Clarke, and Co., public accountants, 4, Crookshank-st., Cardiff.

SHIRLEY, JAMES, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 13. April 25, at three, at office of Sol. Blyman and Barker, Manchester.

STANLEY, JAMES, grocer, Swansea. Pet. April 11. April 25, at eleven, at office of Sol. Stiles, Coventry.

SANT, JOHN, plaster manufacturer, Stoke-upon-Trent. Pet. April 13. April 25, at eleven, at office of Sol. Tennant, Haxby.

SINGLAIN, JOHN, lodging house keeper, Bourne-mouth. Pet. April 11. April 25, at three, at the Board Room of the Town-hall, Bourne-mouth. Sol. Webb.

SHIRLEY, JOHN, grocer, 4, Hield. Pet. April 14. April 27, at half-past two, at the Cutlers' Hall, Church-st, Sheffield. Sol. Brownhead, Wychman, and Moore, Sheffield.

SIMMONDS, EDWARD, 10, Newington, Bristol, Gloucester, Bath-st. P. 11. Pet. April 13. April 25, at four, at office of O. E. Gee, 23, Fig Tree-lane, Sheffield. Sol. Binn, Sheffield.

SAUL, JAMES, contractor, Sheffield and Chesterfield. Pet. April 13. April 25, at eleven, at the Cutlers' Hall, Church-st, Sheffield.

SCHLEIBERBERG, JOHN FREDERICK, pork butcher, Bradford. Pet. April 12. April 20, at half-past three, at office of Sol. Fell, Bradford.

THOMAS, BOWER, clerk to a commission agent, Liverpool. Pet. April 13. May 2, at three, at office of Gibson and Bolland, Liverpool, accountants, Sol. Williams, Liverpool.

URQUHART, ANNE, provision dealer, Sunderland. Pet. April 2. April 30, at half-past twelve, at office of Sol. Longdon, Sunderland.

WILLIAMS, JOHN, grocer, Pontymyrr. Pet. April 13. April 25, at twelve, at office of Sol. Gibbs, Newport, Mon.

WYEN, ROBERT, cordwainer, Torquay. Pet. April 13. May 2, at eleven, at office of Messrs. T. G. Clarke, and Co., public accountants, 4, Crookshank-st., Cardiff.

WYTHBURN, ROBERT, fahmowner, Bury. Pet. April 14. May 2, at three, at office of Sol. Anderson, Bury.

WESTBROOK, WILLIAM, and BULL, JOSEPH THOMAS, (under the name of Chaffer and Co.), stone merchants, Liverpool and Pemberton. Pet. April 14. April 20, at two, at office of Sol. Lepton, Liverpool.

CARTER.—On the 11th inst., at Douglas House, Tollington-place the wife of Felix Carter, solicitor, of a son.

FRANCIS.—On the 17th inst., at 21, Highgate-village, Holloway, the wife of Swinford Francis, Esq., solicitor, of a daughter.

GREEN.—On the 17th inst., at 4, St. Edmund's-square, Regent's Park, the wife of George Sangster Green, barrister-at-law, of a son.

POWELL.—On the 17th inst., at 11, The Walgreens, Croydon, the wife of George Thompson Powell, of 11, Pancras-lane, London, solicitor, of a daughter.



illustration of this it was urged that if one of the persons concerned in homicide were taken, tried for murder, and convicted of manslaughter, and the harbourer was simultaneously convicted or acquitted of being accessory, then, in the event of another of the principals being afterwards caught, tried, and convicted of murder could the accessory, it was asked, plead *autrefois acquit* or *convict* to a second charge of harbouring the perpetrators of the homicide? The Court, however, found no difficulty in solving the question in the affirmative. Lord Chief Justice COCKBURN observed that the difficulty as to what a man could plead if put a second time on his trial with respect to the same transaction could be met. The harbouring of each of divers principals—if a man harboured more than one—was a distinct and separate offence, although their act had been joint, because each principal was severally guilty of the particular offence, notwithstanding the fact that they might be jointly indicted. With respect to the case before the Court his Lordship remarked that, inasmuch as a man indicted for murder could be found guilty of manslaughter—since the crime of murder involved an act of homicide, it might be manslaughter—so an accessory put upon his trial as accessory before or after a murder could be found guilty of the minor offence. This settles definitely a rather novel point of law.

#### THE SUPREME COURT OF JUDICATURE (ADDITIONAL JUDGE) BILL.

THE Act which bears the above title has virtually become law, and in a few days' time we may hope to see the new Judge installed at Lincoln's-inn, and assisting the MASTER of the ROLLS and the VICE-CHANCELLORS in working off the rather formidable arrears which confessedly at the present time exist in the Chancery Division of the High Court of Justice. We took occasion some few weeks ago to call attention to the fact that the arrears at Lincoln's-inn were very different to those at Westminster, and suggested that whereas the services of an additional Judge were evidently required at the former place, the present staff might probably prove sufficient to dispatch the business at the latter if only a better distribution of judicial power could be arranged. It is even possible (as Lord CAIRNS hinted) that another Judge could be added to the Chancery Division (when required) at the expense of the common law division, if only the reform intended to be effected by the Judicature Act were more zealously carried out by those in authority. At present, however, the common law Judges have got quite as much business as they can manage, though we cannot altogether agree with the remarks made by Lord COLERIDGE on the 'subject' in the House of Lords on the discussion of the Bill. There is a deal of public time thrown away at present which might be utilised in such manner as to get through some of the special and common jury causes, and that without increasing the labour of the judges. In the first place nobody can fail to perceive that the additional rules issued last December have been the means of setting aside in part the intention of the Legislature as expressed in the Appellate Jurisdiction Act of last session. It is as clear as clear can be that Parliament intended the business *in banc* to be transacted as far as possible by one judge, and never contemplated that the rules to be framed under the Act would be such as practically to keep up divisional courts much the same as before, with the exception of two judges sitting instead of three. We must not be understood as expressing an opinion that the change was a salutary one in the interest of suitors, or whether the old courts *in banc*, consisting of three or even four judges, did not after all transact the business more satisfactorily, and prevent the necessity and expense of resorting to the Court of Appeal, save in exceptionally important cases. It is no doubt true that to "evade an Act of Parliament is not to break it;" still, it is to be regretted that the rules should have reserved to divisional courts the right for instance to hear "special cases, if both parties wish it," a class of business which, of all others, might well be left to the determination of a single judge. And (as if the exceptions were not sufficient) in the Queen's Bench Division all the special cases set down for argument are marked to be heard by two judges. Probably this is a blunder on the part of some of the officers of the court: but if not it only shows how absurd the rule is, which permits parties in the most trumpety cases to take up the time of two judges, while important demurrers have to be decided by one. So that in the Queen's Bench the services of one judge are sometimes thrown away, just as was the case through the last sittings. Then, again, how long is this distinction to be kept up between the three divisions at Westminster, so that the judges will not assist one another as occasion may require? If, as sometimes happens, the business set down in the paper is not sufficient to occupy the day in a divisional court, why should not the judges who compose such divisional court help to clear the list from one of the other divisions? These different divisions, as at present maintained, are in reality a great evil in a public point of view, and if they could only be united under one chief, the business of the country would be got through far more satisfactorily and expeditiously than at present, and at less expense. Lastly, the business ought to be made subservient to the Nisi Prius

business. The arrears in the former are very moderate, and ought to be worked off altogether with ease before the summer circuit's commence. The list of causes on the other hand is somewhat formidable, and but faint endeavours are made to grapple with it. The sittings at Nisi Prius are most irregular, and instead of thirty-six courts sitting every week, that is, two courts for each division for six working days, probably there are not, on the average, more than half that number. Assuming such sittings to be held there would still be left sufficient judges to constitute a divisional court besides, and one to spare. Where, however, the services of some of the Judges are required elsewhere, care should be taken not to interfere with the trial of causes, and by this means the arrears would soon vanish into thin air. Indeed, there is no reason whatever why three courts at Nisi Prius should not be able to sit on odd days in one or other of the divisions, if only the judicial labour could be better distributed. Complaints were made last sitting in one of the divisions that no sufficient accommodation could be obtained; but, as Lord CAIRNS has already pointed out in the House of Lords, the complaints were altogether groundless. Unless the courts should be again constituted as they were prior to the passing of the Judicature Acts, we are inclined to agree with the LORD CHANCELLOR that the appointment of additional Judges in the common law division is uncalled for. At all events, such an appointment would be premature at present, and we agree that it is better to wait awhile, until the recent changes have been fairly tested, so as to enable us to form a definite opinion on the subject.

There is another clause in the Bill which we are glad to see has been inserted by Lord CAIRNS during its progress in the House of Lords, namely, that which relates to the titles of the Judges. The Judges in the Court of Appeal are to be styled "Lords Justices," and those in the other divisions of the High Court "Justices." This will prevent a repetition of what occurred the other day at Westminster. KELLY, C.B., in the Exchequer, remonstrated with a junior for calling Mr. Justice HAWKINS (we may now properly style him so) either "Baron" or "Justice." MELLOR, J., the following day, protested with some emphasis against his being styled "Sir Henry," adding that his own proper title was "Mr. Justice." The reporter for the *Times* in the Exchequer Division was not unnaturally bewildered by these divergent opinions, and accordingly styled him afterwards Sir HENRY (or Mr. Justice) HAWKINS. Outsiders perhaps may be inclined to think that the public time might be better employed, and that it is far from edifying to hear learned Judges wrangling about such trifles as what is or is not the proper title for a Judge appointed since the passing of the Judicature Acts, in open court. For ourselves, if any interest still attaches to the subject, we have no doubt that the opinion of KELLY, C.B., was the more correct, and that the only other proper style of address was that of "Judge" HAWKINS, the title assigned by the Judicature Acts (36 & 37 Vict. c. 66), s. 5. This opinion is fortified by the clause we have alluded to, as inserted by Lord CAIRNS in the present Bill—a clause which would be meaningless if the title were acquired merely by virtue of the office.

#### AGENCY--AGENT'S RIGHT TO COMMISSION WHEN THE CONTRACT IS ENTIRE OR FOR A DEFINITE PERIOD. (a)

THERE is a class of cases in which the agent has been engaged for a definite period at a fixed salary, with or without an additional commission, varying with the amount of business transacted by him on behalf of his principal. If the agent is prevented by the principal's default or bankruptcy from completing his services under the agreement, the amount he will be entitled to claim must depend upon the terms of the agreement. If it fixes the amount payable upon the happening of any such an event, further calculation will not be needed, and he will be entitled to claim the sum named in the agreement: (*Ex parte Logan*, L. Rep. 9 Eq. 149.) It is presumed, however, that this will be the rule only when the amount named in the agreement can be taken to be the reasonable damages, and not greatly in excess of the sum to which the agent would become entitled in the event of the agreement being fully performed. If, on the other hand, the agreement makes no provision for the happening of such an event, then the agent will be entitled to the value of his salary for the full period of his engagement, subject, it may be, to certain deductions, as in *Yelland's case* (*infra*). But if the agent is to be paid a commission, he may make no claim in respect of prospective commission, but will be limited to what he has actually earned: (*Ex parte Maclure*, *infra*.)

In *Yelland's case* (L. Rep. 4 Eq. 351), 1867, Y. was engaged as manager of a bank for a term of five years, with liberty to act as agent for another company, at a salary of not less than £500 a year. Before the expiration of the agreement the bank stopped payment, and Sir W. Page Wood, V.C., held that Y. was entitled to claim the value of an annuity of £500, terminating on the day on which the agreement expired, subject to a deduction, the amount of which was calculated at chambers, by reason, first, of

(a) By WILLIAM EVANS, Esq., of the South Wales Circuit.

his having been at liberty to act as agent for another company under the agreement; and, secondly, of his freedom upon the winding-up of the bank to seek fresh employment.

This decision was acted upon in 1869 by Vice-Chancellor James, in *Ex parte Clark* (L. Rep. 7 Eq. 530), although some doubts existed whether the agreement in that case was not *ultra vires*. The question came before the court on an application by the liquidators of a limited trading company, that C. might be ordered to pay the sum of £1000 in respect of a call of £20 per share. C. at the same time made an application under an agreement between himself and the company by which he had been appointed their agent, at a salary, for five years, in addition to commissions. It was further agreed that he should take fifty shares of £100 each, and pay up at once £2 per share; but the company agreed that he should not be called upon to make any further payment in respect of those shares. The call was made in respect of those shares. The company was wound-up within fifteen months of the date of the agreement, and the agent's services put an end to in Jan. 1868. It was then agreed that £4000 was to be reserved out of the proceeds of the goods to meet C.'s claims against the company. Of this sum £1000 was to be paid to C. on account of his claims, without prejudice; the remaining £3000 was to be deposited in the Victoria Bank in the joint names of the liquidators and C. to abide the result of proceedings in a colonial court. The Vice-Chancellor held that, independently of the agreement, the liquidators had by their conduct precluded themselves from enforcing against C. the payment of the call without bringing debts due to him into account, and that he was entitled to his full salary to the end of the five years.

The question raised in the two cases, so far as they relate to the agents' right to the payment of salary, was decided the same way in *Ex parte Maclure* (L. Rep. 5 Ch. 737) by the Master of the Rolls; but the Court of Appeal was asked to say that an agent might also claim for prospective commission. The agent, in addition to his salary, was to be paid a commission of 10 per cent. on all business transacted. The Master of the Rolls disallowed the claim, and this decision was affirmed on appeal. Reliance was placed on the principle that if A. sells a man all the apples from his apple tree, he has no right to cut down that tree; if he does so he is guilty of a breach: (See *McIntyre v. Belcher*, 14 C. B. N.S. 654.) But, as Lord Justice James pointed out, the principle was inapplicable in the claim for commission. "That," said his Lordship, "is essentially different from a man saying, 'I am going to try and sell apples, and I will give you 10 per cent. upon the profits of the sale of them.' That must, of course, depend upon the amount of apples which the man who enters into the speculation will buy, and what price he will be able to sell them at. In such a case the other party could not say 'You are not making profits because you are going to a wrong market, and buy upon bad terms. You have not sufficient capital, and you are selling at a loss in order to get money. Therefore, I am entitled to damages for the improper mode in which you carry on your business.'"

Where the agreement provides for the payment of a liquidated sum to the agent in the event of his being deprived or removed from his office, no deductions will be made, as in *Yelland's case* (*sup.*); but the whole amount named may be claimed: (*Ex parte Logan*, L. Rep. 9 Eq. 149).

Where an agent contracts to do an entire work for a specific sum, he can recover nothing unless the work is done, or unless it can be shown that it was the defendant's fault that the work was incomplete, or that there is something to justify the conclusion that the parties have entered into a fresh contract. Hence, when a sailor hired for a voyage took a promissory note from his employer for a certain sum provided he proceeded, continued, and did his duty on board for the voyage, and before the arrival of the ship he died, it was held that no wages could be claimed either on the contract or on a *quantum meruit*: (*Cutter v. Powell*, 6 T. Rep. 320.) So where a seaman entered into articles of agreement to serve on board a ship bound from the port of London to the South Seas to procure a cargo of sperm oil and to return, and was to receive a share of the profits in lieu of wages, it was stipulated in the agreement that no one of the officers or crew should be entitled to his share of the net proceeds of the cargo until the money had been received by the sellers, nor unless all stipulations had been performed under the agreement. On her voyage home the vessel was disabled and condemned in a foreign port. The cargo was transhipped, and, with the exception of a small portion, sold for repairs, was delivered in London and the freight upon it paid. The seaman accompanied the cargo in the vessel to which it was transhipped, but died before it reached London; and the Court of Exchequer held that the representatives of the seaman were not entitled to his share of the proceeds of the cargo under the agreement, but only to a *quantum meruit* for his services on board the second vessel: (*Jesse v. Roy* (1 C. M. & R. 316). In a later case it was stipulated by a building agreement between A. and B., that A. should complete for a specified price certain works on certain houses of B., the whole to be completed on a specified day, and to be done to the satisfaction of a surveyor named, upon whose approval payment was to be made. A. failed to complete the work. He

sued B. upon the agreement for the price agreed, and on a common count, for a reasonable price according to measure and value. At the trial there was evidence that B. had resumed possession of the houses. It was held that there was no evidence to go to the jury in support of the plaintiff's claim; for that he could not recover on the special count, not having fulfilled it, and that the mere fact of B.'s taking possession of his own land on which buildings had been erected, or where repairs had been done or alterations made to a building thereon, did not afford an inference that he had dispensed with the conditions of the special agreement under which the works had been done or of a contract to pay for the work actually done according to measure and value: (*Munro v. Butt*, 8 E. & B. 738.) So, where the plaintiff undertook for a specific sum of money to repair and make perfect a chandelier, then in a damaged state, and did repair it in part, but did not make it perfect, it was held, that he could not, in an action of *assumpsit*, recover for the value of the work done and materials found: (*Sinclair v. Bowles*, 9 B. & C. 92.)

A case much in point was referred to by Mr. Justice Lawrence in *Cutter v. Powell* (*sup.*). In that case (Salk. 65) debt was brought upon a written instrument by which the defendant's testator had appointed the plaintiff's testator to receive his rents, and promised to pay him £100 per annum for his service; the plaintiff proved that the defendant's testator died three-quarters of a year after, during which time he served him, and he demanded £75 for the three-quarters. Judgment having been given for the plaintiff in the Common Pleas, the defendant brought a writ of error, and it was argued that without a full year's service nothing could be due, and the court reversed the judgment. The same learned Judge distinguished the case of a common hired servant, on the ground that he is considered to be hired with reference to a general understanding that a servant shall be entitled to his wages for the time he serves.

#### THE EFFECT OF CONDITIONS ON THE BACK OF CLOAK ROOM TICKETS.

A COMPARISON of the judgment of the Court of Appeal in the recent cases of *Parker v. The South Eastern Railway Company*, and *Gabell v. The South Eastern Railway Company*, which were delivered on the 25th inst., with the case of *Henderson v. Stevenson* (L. Rep. 2 H. of L. 470), decided by the House of Lords a couple of years ago, shows how rarely the principle of the last case may be applied for the purpose of rendering railway companies liable for the loss of luggage left in their care. In the two cases in which the South Eastern Railway was the defendant, the facts were very similar, and they were argued together. At the trial it appeared that the plaintiffs deposited goods in the defendant company's cloak room, and received the ordinary ticket. On the back of these tickets is a printed notice that the company would not be liable in the event of any loss by carelessness of servants to any amount above £10. The attention of the plaintiffs was not directed to this notice, and in the first of the cases the plaintiff swore that he had not read the terms endorsed on the ticket, and did not know of them at the time. The goods deposited were lost, and in the action brought to recover their value, the company set out the notice contained on the back of the ticket. The Judge directed the jury that they should consider whether under the circumstances the plaintiff was under any obligation in the exercise of proper care to read or make himself aware of the conditions indorsed on the ticket. A verdict for the plaintiffs was given in both cases. The Court of Appeal, however, decided that there must be a new trial on the ground of misdirection.

In *Henderson v. Stevenson*, it will be remembered, the respondent took from the appellants a ticket for conveyance in the appellant's steamboat from Dublin to Whitehaven. On the face of the ticket were the words "Dublin to Whitehaven," on the back of the ticket were printed a notice that the ticket was issued on the condition that the company should incur no liability whatever in respect of loss, injury, or delay to the passenger or to his baggage. In the appellants' office there was also hung up a time bill, and a general notice to the same effect. The respondent had neither read nor did he know what was printed upon the back of the ticket, nor was there evidence that he ever saw the general notice. The House of Lords dismissed the appeal, upon grounds succinctly stated by the Lord Chancellor. "The present case," said his Lordship, "is a case in which there was no reference whatever upon the face of the ticket to anything other than that which was written upon the face. Upon that which was given to the passenger, and which he read, and of which he was aware, there was a contract complete and self contained, without reference to anything *dehors*. Those who were satisfied to hand to the passenger such a contract complete upon the face of it, and to receive his money upon its being so handed to him, must be taken, as it seems to me, to have made that contract, and that contract only with the passenger; and the passenger on his part receiving the ticket in that form, and without knowing of anything beyond, must be taken to have made a contract according to that which was expressed and shown to him." His Lordship thought it was simply a question of common

sense. Lord Chelmsford went to the extent of saying that "by a mere notice without such assent, they (the appellants) can have no right to discharge themselves from performing what is the very essence of their duty. . . . I think that such an exclusion of liability for negligence cannot be established without very clear evidence of the notice having been brought to the knowledge of the passenger, and of his having expressly assented to it." Those words are very strong, but it must not be forgotten that they relate to the duties of carriers and not those of warehousemen.

The Judges of the Court of Appeal were unanimous in deciding that there should be a new trial in the two cases before them, but they differed upon minor points. Lord Justice Mellish thought that the jury should be asked whether the company had done what was reasonably sufficient to give notice of the condition. Sir Richard Baggeley confessed that he should have found for the plaintiffs in both cases upon the evidence, and although he concurred in thinking there should be a new trial, was convinced that the result would have been the same had the question been put in the correct form. Sir Geo. Bramwell thought, on the other hand, that the plaintiff's claim was bad in law. He was of opinion that if the plaintiff knew there was printed matter on the tickets he was as much bound by the terms it contained as if he had read them, or as if the porter had called his attention to them. His Lordship distinguished the case from that of *Henderson v. Stevenson*, on the ground that the plaintiff there was not aware of the conditions on the ticket. In spite of the fact that a new trial was ordered, it cannot be said that the law is rendered clearer by the result. The Judges were not agreed as to whether the question was one of fact or of law; they were not agreed whether knowledge in the plaintiff, if not of the terms contained on the back of the ticket, but of the fact that there was printing there, amounted to a sufficient assent to those terms in the absence of evidence that the existence of such terms was generally known, and even in the matter in which all were agreed—namely, the necessity of a new trial—one of the learned Judges was clear that the same verdict must result, though the jury were properly directed. Under such circumstances, it will not be a matter of surprise if the cases in question should again find their way into the Court of Appeal.

#### THE ABOLITION OF LOCAL VENUES AS AFFECTING THE JURISDICTION OF THE ENGLISH COURTS.

By Order XXXVI., rule 1, of the Judicature Act 1875, local venues are henceforward abolished. It becomes, therefore, of great importance to ascertain the exact bearing of the law of venue upon the question of jurisdiction, and to inquire whether a provision of procedure, the object of which was to sweep away what had become a purposeless and cumbersome fiction, does not carry with it consequences of a graver and more substantial character than those which the Legislature had in view in passing it. The origin of making parties state in their pleadings the exact venue or district in which the transactions in question had taken place was that the jury might be summoned from that neighbourhood, the jurymen of that age being the witnesses of more modern times. Gradually a distinction grew up between local and transitory actions, the former being those where the cause of action was connected with realty, and the latter those where it was not. It was with regard to the former class only that it was necessary to obtain a jury from the vicinity, and in the latter class of actions the plaintiff might lay his venue where he pleased. Hence, the venue in transitory actions became no more than the plaintiff's election of a county in which his action should be tried, whereas the venue in local actions had to be laid in the county where the cause of action really arose. And though the original object of the venue was in the former actions in great measure defeated, it still served the purpose of fixing the county from which the jury should be summoned. Consequently, when the cause of action arose out of England, a fiction was invented, not for the purpose of enlarging the jurisdiction of the English courts, but in order that the place where the action was to be tried might be fixed by the regular procedure. In such cases, the venue was laid in an English county; and where it was necessary to state in the declaration that the cause of action happened abroad, then the venue was laid truly with a *videlicet* naming an English county. But the fiction did not apply to actions of a local character; in those the venue had to be truly laid, and no *videlicet* was allowable. Hence it happened that, owing entirely to a purely formal distinction, no cause of action with regard to land arising abroad could be recognised by the English courts of common law. On the other hand, all causes of action of a transitory nature, wherever arising, were within their jurisdiction. In the well-known case of *Mostyn v. Fabrigas* (1 Sm. L. C., 7th edit., 658), Lord Mansfield hesitated as to whether one alien could sue another in England for an assault committed in France, on the ground that it must have been laid to have been *contra pacem domini regis*. It is unnecessary to consider now whether his doubt was well-founded or not, as the necessity for using the words in question was done by the 15 & 16 Vict. c. 76, s. 49; it would seem, how-

ever, that it was erroneous, as the *contra pacem* was never traversable. Subject to the condition that the injury is actionable both by the law of this country and by the law of the country where it was committed, there can be no doubt now that such an action would lie. (See the remarks of Lord Justice Selwyn in *The Halley*, L. Rep. 2 P. C. 193; 37 L. J. Adm. 33.) The judgment of the Master of the Rolls in *Cookney v. Anderson* (31 Beav. 466), and those of Vice-Chancellor Malins in *Matthei v. Galitzin* (L. Rep. 18 Eq. 338), and *Doss v. Secretary of State for India* (L. Rep. 19 Eq. 509), suggest an exception to the above rule in the case of contracts made abroad between aliens, and of which the subject-matter is abroad. But all the dicta in those cases can certainly not be supported; and as in each of the three cases the subject-matter of the contract was land, the decisions form no exception to the rule referred to. Whether those decisions can be supported will have to be considered in relation to the jurisdiction of the courts over matters in which the venue was local. For the present, it is sufficient to point out that there is an ancient maxim of law, "*Debitum et contractus sunt nullius loci*," and which seems to be too general in its terms to bear any exception, such as might be gathered from the expressions used in the judgments referred to. It is true that those were the expressions of equity Judges; but the jurisdiction of the Court of Chancery can hardly have been less extensive than that of the courts of common law in this respect. For the proposition that a contract between two foreigners made in their own country is triable here, there is the authority of Co. Litt. 261 b.; and see *Bulwer's case* (7 Rep. 3 a.). But it is not necessary to go to ancient authorities to refute the view taken by the then Master of the Rolls in *Cookney v. Anderson* (*ubi sup.*), and by Vice-Chancellor Malins in *Matthei v. Galitzin* and *Doss v. Secretary for India* (*ubi sup.*). The case of the *Buenos Ayres and Eusemada Port Railway Company v. Northern Railway Company of Buenos Ayres* (L. Rep. 2 Q. B. D. 210; 36 L. T. Rep. N. S. 145) was decided on Feb. 2, 1877, and is reported in the current number of the Law Reports. That was an action for use and occupation of a railway station in Buenos Ayres, and the statement of defence denied the jurisdiction of the High Court, on the ground that the contract was made in a foreign country, that it related to the use of property in such foreign country, and that both parties were domiciled in that country. On demurrer to this part of the statement of defence, judgment was given for the plaintiff, on the ground that there was nothing in the allegations in the statement of defence to oust the jurisdiction of the English courts, when both parties are within the jurisdiction; that the alleged convenience of one tribunal over another for the investigation of the claim was beside the question of jurisdiction; and that there was no violation of the comity of nations in entertaining such a claim in this country. The doctrine laid down by the writers on international law is quite in accordance with these principles. Vattel says that the proper tribunal is that of "the Judge of the place where the defendant has his settled abode, or the Judge of the place where the defendant is when any sudden difficulty arises, provided it does not relate to an estate in land, or to a right annexed to such an estate." (Vattel, b. 2, ch. 8, s. 103.) "All persons who are found within the limits of a government, whether their residence is permanent or temporary, are to be deemed subjects thereof." (Huberus, tom. 2, lib. 1, tit. 3, sect. 2, p. 538.)

The more difficult question remains to be considered as to whether the limited jurisdiction of the English courts with regard to questions relating to realty, situate outside their jurisdiction, depended in whole or in part upon the technical law of venue. It will be seen that in the passage from Vattel, cited above, he lays it down as a proposition of international law that the accidental presence of a defendant in a country will not give the courts of that country jurisdiction where the question in dispute relates to an estate in land (out of the jurisdiction), or to a right annexed to such an estate. According to Story, the theories of international law are at one with the principles of the law of England in this respect. But he assumes an *à priori* distinction between local and transitory actions, and leaves altogether unnoticed the circumstance that this distinction was founded on what was purely a matter of procedure. In the case of *Mostyn v. Fabrigas* (*ubi sup.*), Lord Mansfield lays it down that there is a formal and a substantial distinction as to the locality of trials; the formal distinction being that of venue and arising from the mode of trial; the substantial distinction being, "where the proceeding is *in rem*, and where the effect of the judgment cannot be had if it is laid in a wrong place. . . . So if an action were brought relative to an estate in a foreign country, where the question was a matter of title only and not of damages, there might be a solid distinction of locality." How far, if at all, this substantial distinction existed is a question that could never have arisen in the courts of common law, as, whatever it was, it was included in the distinction of form. Mr. Justice Lush, in his work on Practice, after stating the rule that "actions the venue in which is by law local cannot be tried here unless the causes of action arose within the jurisdiction of the courts," goes on to say: "It is the local jurisdiction of the courts, or the topical limits within which their pro-

cess is effective, which defines the nature and extent of their jurisdiction over local actions. . . . No action of a local nature arising in places where the ordinary process of the courts has no force, can be brought in the courts of this country." But for this he cites no authority. With regard to actions *in rem*, it is not unimportant to remember that the Judicature Act allows of alternative claims, and that now, therefore, every action *in rem* may resolve it itself into a claim for damages. But, as in the Court of Chancery there was no distinction of form, there the distinction of substance, if any, would arise. And accordingly we find several cases, which turn upon the question of jurisdiction, argued in that court upon general principles. That the Court of Chancery will indirectly act upon real property situate abroad through the instrumentality of their authority over the person, seems to be unquestionable. (See 1 Eq. Ab. C. p. 133; *Arglasse v. Muschamp*, 1 Vern. 75, 135; *Kildare v. Eustace*, 1 Vern. 75, 135, 419; *Foster v. Vassal*, 3 Atk. 589; *Cranstown v. Johnston*, 3 Ves. jun., 170, 5 Ves. 277; *Penn v. Lord Baltimore*, 1 Ves. 444; 2 Tudor's L. C. 923.) In the last mentioned case, specific performance was decreed of articles executed in England concerning boundaries of two provinces in America. Lord Chancellor Hardwicke, in the course of his judgment, said: "As to the

courts not enforcing the execution of their judgment; if they could not at all, I agree, it would be in vain to make a decree; and that the court cannot enforce their own decree *in rem*, in the present case; but that is not an objection against making a decree in the cause; for the strict primary decree in this court as a court of equity is *in personam*, long before it was settled whether this court could issue to put into possession in a suit of lands in England; which was first begun and settled in the time of James I., but ever since done by injunction or writ of *assisa* to the sheriff; but the court cannot to this day as to land in Ireland or the plantations. In Lord King's time, in the case of *Richardson v. Harrison* (Attorney-General of Pennsylvania), which was a suit of land and a house in the town of Philadelphia, the court made a decree, though it could not be enforced *in rem*. In the case of Lord Anglesey of land lying in Ireland, I decreed for distinguishing and settling the parts of the estate, though impossible to enforce that decree *in rem*, but the party being in England, I could enforce it by process of contempt *in personam* and sequestration, which is the proper jurisdiction of this court. And indeed, in the present case, if the parties want more to be done, they must resort to another jurisdiction."

(To be continued.)

## LEGISLATION AND JURISPRUDENCE.

### HOUSE OF LORDS.

Thursday, April 19.

#### LAW BILLS.

The Exoneration of Charges Bill and the Contingent Remainders Bill passed through committee, and were reported.

Friday, April 20.

#### JUSTICES' CLERKS BILL.

The report of amendments in this Bill was received and agreed to.

### HOUSE OF COMMONS.

Wednesday, April 25.

#### SUMMARY CONVICTIONS.

Mr. HORWOOD moved the second reading of this Bill, which aims at amending the administration of the criminal law in many minor points with a view to rendering it more merciful. Among other things, it proposes that the magistrates should have power to inflict a fine in certain cases which are now punishable only by imprisonment, and allows security to be given for the payment of the fine. It also alters the qualification for magistrates, vests their appointment in the hands of the Home Secretary, and provides for the appointment of stipendiary magistrates.

Mr. GREGORY, who moved the rejection of the Bill, seconded by Mr. Rodwell, relied chiefly on the fact that the Government had also introduced a Bill on the subject, which ought to be considered first. The discussion, which was prolonged until past five o'clock, turned chiefly on the propriety of proceeding with the Bill at this time. Mr. Stansfeld supported the measure, and Sir H. James, also agreeing with it, suggested that the debate should be adjourned, and that the Bill should be taken along with the Government measure. Mr. Whalley, Mr. Herschell, Mr. Mundella, and Mr. Serjeant Sherlock were of this opinion; while Mr. Russell Gurney thought the measure so full of objectionable provisions that it was not worth while giving it a second reading. Mr. Morgan Lloyd, the Solicitor-General, Mr. Pell, and Mr. Paget criticised the details of the measure in a hostile spirit; and

Mr. Cross while admitting that there were many points in the summary jurisdiction which required amendment—such, for instance, as appeals, the committal of young children, &c.—pointed out that the subject had not only been mentioned in the Queen's Speech, but that he himself had recently introduced a Bill, which stood for a second reading. In these circumstances, it would have been more courteous had Mr. Hopwood deferred the second reading. He entertained such decided objections to parts of this Bill that he could not assent to the second reading; and his first impression was to ask the House to reject it, but, on the whole, he was willing to acquiesce in the course suggested by Sir H. James, and Mr. Hopwood, if so minded, could endeavour to embody his ideas in amendments to the Government measure.

Mr. HORWOOD, in the course of his reply, offered to consent to a postponement; but the House would not allow this course to be taken.

A motion for adjournment was negatived by 219 to 165, and on another division being taken, the Bill was thrown out by 228 to 164.

The Hypotheek (Scotland) Bill occupied the remainder of the sitting. Mr. Vans-Agnew moved the second reading without comment, and Mr. Gregory spoke against it up to a quarter to six.

Mr. Morgan Lloyd's Criminal Law Practice Amendment Bill was read a second time.

## SOLICITORS' JOURNAL.

We have elsewhere referred to the vigilance of the council of the Irish Law Society. Below we publish a circular letter which has just been sent by that body to the secretaries of the Incorporated Law Society of the United Kingdom, the Legal Practitioners' Society, and other similar organisations. This circular letter is as follows:—"I am directed by the council of this society to request the earnest attention of your society to the 10th clause of the County Officers and Courts (Ireland) Bill, which has been introduced into the House of Commons by the Government. By that Bill it is, amongst other things, sought to amalgamate the office of clerk of the Crown at the assizes with that of clerk of the peace and registrar of the County Court, and vest the patronage of the united office in the Government. At present, with some few exceptions, the offices of clerk of the Crown and of clerk of the peace and registrar of the County Court are filled by solicitors; but the Government propose to render eligible for appointment to the united office, amongst others, any person who "shall have held an office in one of the Superior Courts at Dublin for ten years at the least;" and, without in any way desiring to suggest that the patronage extending over such a very wide circle of officials of every grade, would be improperly exercised, this council consider it would be both detrimental to the interest of the public and unjust to the solicitors of Ireland, to give to unprofessional persons an office which, from the nature of the business transacted by the holder, is peculiarly within the province of a solicitor. The council feel that the question is not a narrow one, in which the interests either of the public or the solicitors of Ireland are alone involved, but that the public and solicitors of England are equally, if not more, interested in trying to prevent the precedent of important legal appointments being conferred on unprofessional and perhaps incompetent persons. And holding that opinion, the council have to ask for the assistance of your society in trying to prevent the clause passing in its present very objectionable form. This council laid before the Lord Chancellor of Ireland some observations on the Bill, and they objected to the above proviso, first, because it is directly contrary to the recommendation contained in the report of the Select Committee of the House of Commons, ordered to be printed the 6th July 1868, by which it is reported that the new officer (i.e., the clerk of the Crown and peace), should be a professional man; secondly because it is directly contrary to the provisions of the 9 & 10 Vict. c. 95, s. 24, regulating the qualification of registrars of County Courts in Eng-

land, whereby it is enacted that the registrar "shall be an attorney;" thirdly, because it is in direct opposition to the principle laid down by the Government, and acted upon for many years past, that only solicitors shall be appointed clerks of the Crown; fourthly, because the duties which will have to be performed by the clerk (of the Crown and peace, in relation to the equitable jurisdiction of the Civil Bill Courts, will be identical with those performed by a chief clerk in Chancery; and it is enacted by the 30 & 31 Vict. c. 44, s. 12, that such chief clerk shall be a practising solicitor; fifthly, because the office of clerk of the peace has, in some instances, been conferred by the *Custodes Rotulorum* on persons who have not been solicitors; and, on account of the public injury caused thereby, it is now sought to vest the patronage in the Crown, which would be unjust if the wrong to the public is to be perpetuated in another form. Other cogent reasons may suggest themselves to your society, and this council feel assured they may rely on the cordial assistance of your society towards furthering the efforts of this council in what they believe to be for the interests of the public and the Profession in both countries." We hope that the concluding appeal to English Law Societies will not be lost sight of. If this innovation on professional rights in Ireland is accomplished, it will speedily be made a precedent for similar incursions in England. Either it is important that only experienced professional men should be appointed to the offices named in this letter, or it is not; if not, we can only say that the special claims of the Bar to advocate must go with those of solicitors, and, indeed, it will come to this, that laymen are to be declared as fit as lawyers to undertake that class of work for which lawyers always have been specially trained. We hope that some joint and vigorous action will be taken by the English and Irish, and indeed Scotch law societies, in the matter here dealt with.

We have often pointed out that there are many matters in which the Incorporated Law Society of the United Kingdom might with advantage follow the sister society in Dublin. For instance, the Irish society annually elects thirty-two members to serve on the council of the society, and looking at the number of the members of the English society as compared with that of the Irish society, and the strength and number of the solicitors in England represented by the English society, as compared with the number of solicitors practising in Ireland, it is evident that the council of the English society ought to be at least doubled in number, and, indeed, we have before argued that every country law society which *bona fide* exists and conducts the ordinary work of such an organisation, ought to be represented on the governing body of the chief law society in London. The Irish Law Society has two vice-presidents—one would appear to be sufficient—while the committees of the Irish society consist of, No. 1, equity, conveyancing, Landed Estates Court, and costs; No. 2, Parliamentary and costs; No. 3, law and bankruptcy and costs; No. 4, library and finance. We incline to think it would be well if the labours of our own council in England were distributed in a somewhat similar manner. We have before us a copy of the last annual



report of the council of the Irish Law Society, from which it appears that the action of that body in resisting encroachments on their professional rights is somewhat more successful than are the like efforts of the council of the English society. For instance, the effort of the Irish society was partly successful in obtaining restrictions upon Order XI., schedule 1, of the rules of the Supreme Court, which deals with service of English process in Ireland. This provision is described in the annual report of the Irish society as "the obnoxious order," as to which we also read, "your council would, however, recommend to their successors not to re-satisfied with this concession of the English Lord Chancellor," &c. Again, in regard to the appointment of others than solicitors to certain Government legal posts, the representations of the council of the Irish society appear to have had the desired effect; at all events, the appointment of Irish solicitors followed in connection with several vacancies, especially those of Clerks of the Crown for various counties. Then, again, they have secured for solicitors' clerks relief from serving upon juries. The Legal Practitioners (Ireland) Act was the work of the Irish Incorporated Law Society, which in this respect simply adopted the English Act, which was the work of the Legal Practitioners' Society in London. The Clerk of the Peace and of the Crown (Ireland) Bill, which proposed to qualify non-professional men for the office was withdrawn owing to the action of the Irish Society, and so in the case of the Civil Bill, Courts (Ireland) Bill, and the Registry of Deeds Office (Ireland) Bill. The Irish Law Society applauds the vigorous action of the Scotch Law Society of Solicitors in regard to the service of English process in Scotland, but it is plain enough that the Irish Society is not wanting in energy to defend the interests of Irish Solicitors.

We complained to no purpose of the appointment of a member of the Bar to the office of Solicitor of the Treasury. The Council of the Incorporated Law Society had its say on the same subject, as will be seen by a reference to its annual report for 1876, but also all to no purpose; like appointments to public offices have frequently been made since. The appointment having been made, it was only fair to expect that the duties would be undertaken by the professional man who secured the office. But it seems that this is not the case. The following is reported as having taken place on a recent occasion in the House of Commons.

Mr. W. H. SMITH, in reply to a question by Mr. Charles E. Lewis (solicitor) as to the practice of the Treasury in employing private solicitors in bankruptcy and other prosecutions, said that private solicitors were sometimes employed, but they were employed on the usual terms and not on the understanding that they should return one-half the fees to the Solicitor to the Treasury. The result of the practice had been a saving of between £6000 and £7000 a year to the public.—Mr. C. LEWIS gave notice of his intention in committee of supply to call attention to the subject, and to move a resolution.

The Secretary to the Treasury then told Mr. Lewis that the new system of nursing treasury prosecutions effects a saving to the country, though how this can be we really cannot see. We have made inquiries upon this subject, and we are given to understand that it is now the practice of the Treasury solicitor, when taking up a prosecution, to say to the solicitor who takes preliminary steps in the proceedings for a private client, "You can conduct this prosecution for me in future, but on agency terms," that is, that the solicitor is only to charge half fees. We believe this is the case in regard to the recent conspiracy prosecution at the Old Bailey, and was so in the case of the prosecution of Mr. Ernest Scott Jervis. If it is necessary that business should be nursed in this way, we contend that the private firms of solicitors who conduct Government prosecutions should be paid their full charges. The Government will do well to confer with Lord Redesdale, who entertains very strong views about "agency" charges in parliamentary business. This system at the Treasury is neither a healthy nor a worthy one. The Treasury Solicitor's salary should be reduced, and the solicitors employed paid their full charges, and be held responsible for the proper conduct of the prosecution. Mr. John Slater recently addressed a letter to the *Times*, in which he complained that a prosecution which he instituted had been taken out of his solicitor's hands by the Treasury solicitor, who had placed it in the hands of another private firm.

No less than five affidavits have come under our notice this week, in which the commissioner administering the oath is thus described: "A commissioner to administer oaths in the Supreme Court of Judicature." We have always contended, and we still insist, that the words "in England," at the end of the above description are absolutely necessary. In this view we are borne out by Mr. Ford, who deals with the point

in his handbook on oaths. But, assuming that the point is now a doubtful one, it cannot long so remain, for when we have a Supreme Court of Judicature in Ireland, the words "in England" will be necessary in the case of affidavits sworn in the English court, and "in Ireland" in the case of affidavits sworn in the Irish court.

REFERRING to the recent publication by us of the cause list for the present sittings at Westminster, a correspondent—whose letter we print elsewhere—points out that the present system, under which the daily cause lists are issued, and by which are shown the names of the causes which will be taken on the following day, occasions much inconvenience to a large number of solicitors who practise in the city of London, and who are compelled, when they expect an action to come on, to send all the way to Chancery-lane every evening for perhaps a fortnight to see if the particular case is in the paper. The fact is, a copy of each daily list should also be posted at Guildhall or elsewhere in the city.

We have received two letters from correspondents upon the subject of our recent remarks in regard to the use at the Common Pleas offices of impressed stamps for entering appearances, and at the other common law offices of adhesive stamps for the same purpose. We publish one from an official in the Common Pleas offices, who rightly enough points out that the officers in this division are without any option in the matter, as the use of impressed stamps is rendered compulsory by an order of 22nd April 1876 (not 22nd May, as stated by our correspondent). The fact, however, remains, and our correspondent does not dispute it, that the Queen's Bench officials still allow the use of adhesive stamps on entering an appearance; and that the Profession would prefer the use of adhesive stamps we can hardly doubt, for the reason that the forms with stamps impressed, which are sold at Somerset House, are of thin paper, and are easily mislaid and rendered useless, and, further, because while a clerk can at a moment's notice buy and affix an adhesive stamp to a form previously prepared by him in his own office, he cannot so conveniently do so in the case of forms with impressed stamps, unless they are kept in the office. Therefore, the use of impressed stamps should at most be optional when entering an appearance.

In another column we report the proceedings at a half-yearly general meeting of the members of the Solicitors' Benevolent Association, which was held at the Law Institution, Chancery-lane, on Monday last. The report of the directors appears to be satisfactory: 104 new members have been admitted since last October. The Board has distributed a sum of £1004 5s. 9d. in grants of assistance during the past half-year. The anniversary festival of the association is announced to take place at the Albion Tavern Aldersgate-street, on Wednesday, the 6th of June, under the presidency of Mr. Justice Field, who formerly practised as a solicitor in the City of London. The presence of a judge of the High Court of Justice will necessitate the abrogation of the rule as to the exclusion of members of the Bar from being present on such occasions. We should be glad to know that efforts are yet to be made to amalgamate this society with the Law Association.

OUR attention is called to a point of some importance in connection with orders giving leave to defend under Order XIV., rule 1, of the Rules of the Supreme Court. The printed forms used at the Common Law Judges' Chambers run as follows:—"The defendant to be at liberty to defend this action, the said defendant to deliver statement of defence eight days after the delivery of plaintiff's statement of claim." Order III., rule 6, provides for such a sufficient endorsement of the plaintiff's claim on a writ of summons, as to entitle him to an order under Order XIV., rule 1, and supposing a defendant in entering an appearance states that he does not require a statement of claim to be delivered, it yet seems from the above form of order that it is imperative on the plaintiff to deliver it, notwithstanding the provisions in Order XXII., rules 2 and 3, the latter providing that where leave to defend is allowed under Order XIV., rule 1, the defendant shall deliver his defence, if any, within the time named in the order, and if no time named, then within eight days after the order. There can be no doubt that Order XXI., rule 4, read by the side of Order XXII., rule 3, shows an intention to dispense with statements of claim in the case of writs which are sufficiently endorsed with particulars. It seems clear that the above form of order under Order XIV., rule 1, is entirely incorrect as enforcing the delivery of statements of claim on plaintiffs. The proper order would be

one simply giving leave to defend, so that in ordinary cases defendant would have to deliver his defence within eight days from the date of the order, and in default the plaintiff would be entitled to sign judgment. We hope this point will receive due attention, as the present form appears to us to render nugatory the several provisions to which we have referred. We contend that the defendant in such cases is not entitled to a statement of claim, nor even to a notice in lieu thereof, under Order XXI., rule 4.

We published a few weeks ago a letter addressed by a London solicitor to the editor of the *Irish Law Times*, upon the subject of commissions for oaths under the Irish Judicature Bill. The following appears in the annual report of the Irish Law Society on the same subject: "The 75th section provides that every person who at the commencement of the Act should be authorised to administer oaths in any of the courts thereby transferred to the High Court of Justice, should be a commissioner to administer oaths in all causes and matters which may be depending in the said High Court or in the Court of Appeal. The council, however, do not think this section sufficiently comprehensive, and are of opinion that the powers given by the 81st section of the 30 & 31 Vict., c. 44, should be incorporated, *mutatis mutandis*, in the present Bill—serious difficulties having already occurred in the reception of affidavits in law and probate cases, and in the Registry of Deeds Office, owing to the present defective state of the law in this respect." The fact is, the present uncertainty in Ireland as to the powers of commissioners for oaths there, is to be increased tenfold by the Irish Judicature Act. In fact, Irish commissioners are to be confronted with the same doubts and difficulties as we are troubled with in England and Wales.

ALTHOUGH no particular form of notice of appearance to a writ of summons is necessary, the following may be relied on as one suited to the purpose:

1877. No. .

In the High Court of Justice. Division. .

Between plaintiff, and . defendant.

We have this day appeared for the defendant .

defendants, naming him or them, to the writ of

summons issued out of the above-named division on the

day of 187 .

Dated this day of 187 .

Solicitor for the said defendant.

To Solicitor for the plaintiff.

We are aware that many solicitors give a shorter notice of a much less formal character; indeed, similar to that which was usually given before November 1875.

THE expression of our opinion upon the decision of the High Court of Justice in the case of *Angel v. Jones*, heard on Tuesday last, will no doubt be looked for. The plaintiff is a solicitor, and the defendant (Miss Jones) was his client, who he represented in an action in which she was plaintiff. While the first action was pending the plaintiff, Miss Jones, gave Mr. Angel a note in writing to the effect that she would pay him one-fifth of what she recovered in the action (one for breach of promise of marriage) beyond his proper costs and charges. On taxation the Master disallowed this fifth, which came to £210. It was again disallowed by a judge at chambers, and on Tuesday last again by the Divisional court. We are sure that Mr. Angel has mistaken his professional position. A solicitor's proper professional costs and charges—as they are at present allowed, and whether they secure to solicitors a sufficient remuneration or not—are all that he can fairly ask his client to pay. Mr. Prentice, Q.C., in urging Mr. Angel's claim, spoke of "diplomacy" being necessary as well as a knowledge of law by a plaintiff's solicitor in such an action; but there is no separate scale for "diplomacy," whatever Mr. Prentice may mean by that expression. We understand Mr. Prentice contended that Mr. Angel could enforce his claim under 33 & 34 Vict. c. 28 (the Attorneys' and Solicitors' Act 1870); but, as we have often pointed out, this is not the case in such claims as that which, we are sorry to say, Mr. Angel has attempted to enforce. The 4th section of this Act only provides for the remuneration of solicitors by an agreement to pay a fixed sum, but such an amount is only to be enforced after it has been allowed by a taxing master. It cannot be said that Mr. Angel's agreement was a "fair and reasonable one." We hope to hear no more of attempts to enforce such agreements.

We believe that the difference in practice in the Common Law Divisions in regard to certificates of no appearance, to which we have already called attention, still continues. In the Common Pleas Division a shilling stamp is required, not only for searching, but also for the certificate of no appearance. In the Queen's Bench Division no charge whatever is made for this certificate. There is no doubt that in this matter the practice of the Common Pleas is correct.

wherewith to charge any person upon any promise to marry, unless the alleged promise shall have been committed to writing and signed by the party chargeable therewith." Messrs. Deakin, Duke, and F. G. Hayes supported the affirmative side of the question; and Messrs. Tyler, W. E. Taylor, Soutter, Hornblower, Edwards, Chatwin, Shore, and Cochranes the negative. A vote of thanks to the chairman closed the meeting.

#### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of the society held at the Law Institution, Chancery-lane, on Tuesday, 24th April (president Mr. Rouse), the question for discussion was, "Should the jurisdiction of County Courts be extended in accordance with the principle of Mr. Cowen's Bill now before Parliament?" Mr. Betts opened the debate in the negative, but at the close the question was decided in the affirmative—most of the members present voting in favour of the principle of the Bill.

#### LEEDS LAW STUDENTS' SOCIETY.

THE last meeting of the spring session of this society was held on the 23rd April last in the Philosophical Hall. Mr. E. Tindal Atkinson, barrister, was the chairman. The secretary read the report of the committee, which stated that the society was in a very flourishing condition, and consisted of sixty honorary and twenty-nine ordinary members. The attendance throughout the session was represented to have been very good, the average being seventeen. The general desire manifested by the individual members to promote the success of this new society has been remarkable.

The subject for discussion was, "Is it expedient that the law of bills of sale should be so altered as that their registration should be an absolute protection to the holder without possession taken?" Mr. Meredith, the treasurer of the society, opened the subject in the affirmative, and Mr. Shaw, the secretary, introduced the negative. The question was decided in the affirmative. Votes of thanks were accorded to the chairman, the secretary, and the treasurer at the close of the meeting. The society meets again in October.

#### LIVERPOOL LAW STUDENTS' ASSOCIATION.

THE eighth general meeting of this society for the present session was held in the Law Library, Cook-street, on the 23rd inst., Mr. A. A. Millar in the chair. A letter from the secretary (Mr. T. Melhuish), resigning his office, was read by the chairman. The resignation having been accepted, a vote of thanks to Mr. Melhuish for his past services was proposed by the chairman, seconded by Mr. Morton, and carried unanimously. Mr. C. A. M. Lightbound and Mr. F. Broadbridge were proposed to fill the office of secretary, and will be balloted for at the next meeting.

Mr. J. W. Thompson then opened the debate in the affirmative upon the following question: "Where a party to a contract required by the 4th section of the Statute of Frauds to be in writing signs such contract as a witness to the signature of another person, will his signature be sufficient to satisfy the statute so as to render him liable on such contract?" Mr. Lightbound followed in the negative, after which an animated discussion ensued, in which Messrs. Norton, Rodgers, and Broadbridge joined. Mr. Thompson having replied, the question was put to the meeting by the chairman, and decided in the negative by a majority of ten. There were twenty-eight members present.

#### NOTTINGHAM LAW STUDENTS' SOCIETY.

AN ordinary meeting of the above society was held in the Grand Jury Room, Town Hall, Nottingham, on Friday evening, the 20th April, Mr. C. L. Rothera, B.A., vice-president of the society, in the chair. The question for the evening's discussion was "That Mr. Norwood's Barristers' Fees Bill is worthy of support." Mr. H. Wyles, solicitor, Nottingham, supported the affirmative of the question, and Mr. R. H. Buckley the negative. In the discussion which followed, Messrs. W. H. Stevenson, C. S. Watson, Elborne, Perry, Lake, Barber, and Phillimore took part, and the question on being put to the vote was decided in the affirmative, by five votes to two. There were twelve members present.

#### PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

THE thirteenth and last meeting of this society for the session 1876-77 was held at the Athenæum, Plymouth, on Friday, the 20th inst., the President (J. Shelly, Esq.) in the chair. The chairman reported that a circular, as prepared by the committee, had been sent to all the ordinary members of the society, asking if they would be willing to attend a dinner about the commencement

of the next session, the price of tickets, without wine, not to exceed 10s.; but it was found that more than half the members had answered in the negative, and that therefore Mr. Helpman would not bring forward his motion. In pursuance of notice given by circular of the election of two gentlemen to audit the accounts for the past session, Mr. Guy and Mr. Oliver were proposed, seconded, and duly elected. The president then gave an address on the preparation of wills, at the close of which Mr. Wolferstan and Mr. Harrison also spoke on the same subject. Mr. Harrison then moved a vote of thanks to the president, which was seconded by Mr. Matthews, and carried unanimously.

#### UNITED LAW STUDENTS' SOCIETY.

THIS society met at the Law Institution on Monday evening, the 23rd inst., at 7.30, to discuss the legal point mentioned in our last week's journal. Mr. Shirley Shirley, B.A., presided. Mr. S. Ward opened the debate, and was followed by Messrs. Archibald, Moyle, Pickersgill, and others. Ultimately the question was affirmed by a majority of four. Afterwards an exceedingly animated impromptu discussion took place, each member present speaking upon a particular subject selected by the chairman. At the ordinary weekly meeting of the society, held at Clement's Inn Hall on Wednesday, the 25th inst., Mr. F. B. Moyle in the chair, the following subject was mooted: "That Marriage with a Deceased Wife's Sister should be legalised." Mr. Eilsart opened the debate, and, after an animated discussion, a majority of twenty were in favour of the affirmative.

#### QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

APRIL, 1877.

##### I.—Preliminary.

Questions 1 to 5 inclusive.

##### II.—From Chitty on Contracts.

6. What are the three descriptions of contract, and the principal distinctions between them?
7. What is a deed, and what an escrow?
8. What is a good, and what a valuable, consideration for a deed; and what is the difference between them as regards their efficacy?
9. What is the effect of marriage as regards the benefit to be derived from an unexecuted contract entered into with a *feme sole*, or the right to sue thereon?
10. What is the extent of a husband's liability on contracts of his wife made after marriage, and the principle on which any such liability exists?
11. What is a guarantee? What sort of consideration is necessary to support it? Give instances of considerations which have been held to be, and not to be, sufficient?
12. What is the effect of the Statute of Frauds as regards guarantees?

##### III.—From Williams on the Principles of the Law of Real Property.

13. If a married woman, entitled to estates in fee simple, survives her husband, what rights (if any) have the creditors or incumbrancers of her husband against the estates?
14. If the owner of an estate in fee simple in a rentcharge dies intestate without heirs, what becomes of the rentcharge?
15. On the bankruptcy of the trustee of a legal estate in fee simple what becomes of the legal estate?
16. What is the limit to the creation of executory estates or interests, so as to be within the rules of law against perpetuities?
17. What are the various kinds of incorporeal hereditaments?
18. What are the rights of a lord and his copyhold tenant with respect to timbers, and mines and minerals, under the copyhold lands?
19. If a married woman is possessed of a term of years, what power (if any) has her husband over it during the coverture?

##### IV.—From Haynes' Outlines of History.

20. In respect of what property, to which the husband becomes entitled in right of his wife, will equity interfere to protect the wife's interest?
21. How has a wife's reversionary interest in personal estate been affected of late years by statute?
22. Define the equitable doctrine of satisfaction, as between parent and child?
23. Where real estate is sold by the court for payment of debts and charges, and a surplus of the proceeds remains, is such surplus in its character real or personal estate?
24. An agent seeks to have an account taken of his dealings with his principal. Will equity assist him to enforce it?
25. Where a man, before marriage, covenanted to leave his intended wife a sum of money, and, dying intestate, her share of his estate, receivable by her under the Statute of Distributions, exceeded the amount, did that in any way affect the liability of his estate under his covenant?

26. A testator devises land out of which his widow is dowerable, and gives her a life interest in certain personal estate. Can she claim the dower, and also retain her life interest, or must she elect between the two?

##### V.—Mercantile Book-keeping.

27. Draw out a short balance-sheet containing seven or eight items on either side?
28. What is the difference between a cash book and ledger?
29. How would you provide for bad or doubtful debts in making out a balance-sheet?
30. How would you keep and check the account of your receipts and payments?
31. How are bills, payable at a future date, dealt with in a banking account.

#### QUESTIONS FOR THE FINAL EXAMINATION.

APRIL 1877—FIRST DAY.

##### I.—PRELIMINARY.

Questions 1 to 5 inclusive.

##### III.—PRINCIPLES OF LAW AND PROCEDURE (PAPER A, 10 A.M. to 1 P.M.)

*In matters as administered under the usual jurisdiction of the Chancery Division of the High Court of Justice.*

6. The lord of a manor mortgages it in fee, and afterwards, pending the security, purchases and takes surrender to himself in fee of copyholds held of the manor. Will the mortgagee have the benefit of them as security for his mortgage debt? Give a reason for your answer.
7. A testator dies in the present year possessed of two houses, one freehold and the other leasehold. Each has a mortgage upon it. By his will he devises the freehold house to A., and bequeaths the leasehold one to B., without, in either case, saying anything about the mortgages. He leaves an ample general personal estate. How will the respective mortgage debts be borne, and why?
8. If a receiver, appointed by the court, finds it necessary to pay money into a bank for safe custody, what precaution ought he to take to avoid being made liable in case of the failure of the bank?
9. What is the equitable principle on which the court acts in granting injunctions to restrain the use of trade marks?
10. A man is born of English parents in England, but goes to reside in France with the intention of remaining there permanently, and he thus obtains a French domicile. He afterwards leaves France, intending never to return, but without any definite views as to his future residence. He travels about for a time on the Continent, in the course of which travels he dies. What is his domicile at the date of his death, and why?
11. If one of a body of trustees, in good faith, with the sanction of his co-trustees and at a fair price, buys a portion of the trust estate, will the court set aside the transaction at the instance of the *cestui que trust*?
12. Trustees are directed by the instrument creating the trust to invest the funds on such securities as they may think safe. Will this justify the trustees in investing the trust funds in the debenture stock of a sound railway company in which they have confidence? Give your reasons.
13. A trustee is bound under the terms of his trust to invest the trust funds upon Government or real security. He fails to do so, and simply keeps the money in his own hands. What right have the parties beneficially interested against him? Would those rights be in any, and what way, altered, if the trust were simply to invest in Government securities?
14. If a trustee feels a doubt as to the course he ought to adopt in a matter of discretion as to the sale of the trust property or otherwise, can he, without suit, obtain the directions of the court on the subject, and in what way?
15. Under his marriage settlement A. has a life interest in a sum of £10,000, with an absolute power of appointment over it by will. In the year 1876 he executes a will, giving all his property to B., but without specially referring to the settlement, or the £10,000, and then dies. Does or does not B. take the £10,000? Give your reasons.
16. What are the remedies of a mortgagee under a well-drawn mortgage deed, and show how they differ from those of an equitable mortgagee by simple deposit of title deeds?
17. Define the difference between proceedings "in rem" and "in personam," and say in what way the Chancery Division of the Court acts, when it directs the sale of real estate subject to the trusts of a will.
18. What are the functions of the Conveyancing Counsel of the Court?
19. What is the meaning of an "Originating Summons," and state some of the cases to which it is applicable?
20. In what manner is evidence taken in the

them to make him compensation for damage done to him, or fence them in properly for the future. It would have been so very easy to have used words which would beyond all doubt have included the keeper of the pound, had such been the intention. I think that the Legislature thought the penalty of 20s. would be sufficient to induce the person impounding the animals to supply them with necessary food and water. . . . I do not think that it was intended by language of this description, "any person who shall impound or confine," that the pound keeper should have a penalty imposed upon him, which is distinctly imposed on the person bringing the animals to the pound and neglecting his duty. It cannot properly be said that the pound keeper caused to be impounded or confined, when he only did what he was obliged to do, viz., "keep the animals brought to him." Mr. Justice Lush, too, took the same view, and his judgment is peculiarly valuable, from the circumstance that it traces the law upon the subject from the 5 & 6 Will. 4 c. 59 (s. 4) to the last statute, and points out very forcibly the reasons why a mere pound keeper cannot come within the penalty supported on the part of the prosecution. In conclusion he says: "I think, therefore, especially as the Act was one imposing a new penalty, we must be very careful how we extend it to persons not mentioned in it. Many classes of persons are mentioned in other sections—keepers of slaughterhouses, &c.—and if this class of pound keepers had been intended, it would have doubtless been specified by name. I think the information was rightly dismissed, and our judgment must be for the respondent."

Had the decision in this case been otherwise, there can be no doubt that the position of a pound keeper would be one exceedingly onerous, since in the event of, say, a flock of sheep, or a herd of oxen, being impounded, his pecuniary means might be wholly inadequate to supply the animals with food, and he might be drawn into a state of embarrassment of the most serious description; whilst, on the other hand, by throwing this burden upon the distrainer who has a choice whether he will distrain or not, and has other remedies for damage done to his property by the animals, no injustice is done to anyone.

#### NOTES OF NEW DECISIONS.

**PUBLIC HEALTH—ELECTION—COUNTING OF VOTES—WHEN CERTIFICATE OF CHAIRMAN FINAL.**—At an election of members for a local board of health, the chairman, acting under sect. 27 of the Public Health Act 1848, certified that seven persons, of whom the defendant was one, and had the smallest number of votes, were elected. The relator, who was a candidate, had three votes less than the defendant. Upon a scrutiny before a judge of assize without a jury, it appeared that by correction of mistakes in counting, the votes for the relator and the defendant were equal; that one vote for the relator had been mislaid and not counted at all; and that two votes for the relator which the chairman had found to be valid were in fact invalid, although no objection had been made to them at the time of their reception. Held (affirming the judgment of the Queen's Bench Division below), on a *quo warranto*, that mistakes made in the chairman's ministerial capacity alone could be inquired into, but that his certificate was conclusive as to all matters upon which he could, by using the means provided by the Act, come to a judicial decision, and that, therefore, the chairman's addition of the votes could, but the validity of the votes could not, be questioned: (*R. v. Collins*, 36 L. T. Rep. N. S. 192. Ct. of App.)

#### MERCANTILE LAW.

##### NOTES OF NEW DECISIONS.

**CHEQUE—INDORSEMENT AS AGENT—16 & 17 VICT. c. 59, s. 19.**—An indorsement "per agent" is within 16 & 17 Vict. c. 59, s. 19. Plaintiffs, through K., whose name appeared on the invoices as their agent, sold goods to defendants. Defendants gave K. a cheque in payment payable to plaintiffs or order. K., without express authority, indorsed the cheque in plaintiffs' name, adding "per K. agent." The bankers paid, and K. failed to account to plaintiffs. Plaintiffs sued defendants for the money and in trover for the cheque. Held (affirming the judgment of the Common Pleas Division), that the bankers were justified under 16 & 17 Vict. c. 59, s. 19, in paying the cheque, that there had been a good payment as between plaintiffs and defendants, and that plaintiffs could not recover. Held, also, on the facts, independently of the statute, that there was evidence that K. had implied authority to indorse the cheque, or that plaintiffs had held him out as their agent so as to justify payment on his indorsement: (*Charles and others v. Blackwell and others*, 36 L. T. Rep. N. S. 195. Ct. of App.)

#### THE BENCH AND THE BAR.

##### CALLS TO THE BAR.

**LINCOLN'S-INN.**—Henry James Parsons, Esq., of Her Majesty's Indian Civil Service, Justice of the Peace for the Presidency of Bombay, and Assistant-Judge of Ahmedabad; George William Vidal, Esq., of Her Majesty's Bombay Civil Service; Henry Llewellyn Howell, Esq., M.A., Oxford; John Wolfe Flanagan, Esq., B.A., Oxford; James Marshall, Esq., of Trinity College, Cambridge; Richard William Strode Hewlett, Esq., B.A., Cambridge; Charles James Cooper, Esq., M.A. and LL.B., Cambridge; John Impey Soarborough, Esq., late of Queen's College, Oxford; Henry Lee Grey, Esq.; Arthur Morier Lee, Esq., M.A., Oxford; Frederick Thomas Saunders, Esq.; Edward Robert Pearce, Esq., B.A., Cambridge; Francis William Preston, Esq., B.A., Cambridge; Henry Yorke Musgrave, Esq., B.A., Cambridge; the Hon. Walter Courtenay Pepsy; Gerald John Wheeler, Esq., B.A. and LL.B., Dublin; George Whitmore Brabant, Esq., B.A., Cambridge; Alexander Chalmers Marshall, Esq., of the Uncovenanted Civil Service, Punjab, India; Frederick Charles Mills, Esq., M.A., Oxford; and Arthur Stephen Thornton, Esq., B.A., Oxford.

**INNER TEMPLE.**—Jabez Edward Johnson, Esq., M.A., Cambridge; Charles Alfred Andrews, Esq., Cambridge; William Harrison, Esq., M.A., Cambridge; William Joseph Starkey Barber-Starkey, Esq., B.A., Cambridge; Samuel Roberts, Esq., B.A., Cambridge; Herbert Charles Pollock, Esq., B.A., Cambridge; Joseph Francis Ambrose Parfan, Esq.; Trehawke Herbert Kekewich, Esq., B.A., Oxford; Edward Montefiore Micholls, Esq., B.A., Oxford; Henry Adkins, Esq., B.A., Oxford; William Allison, Esq., Oxford; Alfred John Williamson, Esq., B.A., Cambridge; William Blackburn, Esq., B.A., Cambridge; Laurence Moreton Brown, Esq., B.A., Cambridge; the Hon. Frederick Augustus Ker Bennet, B.A., Cambridge; Julian Francis Harper, Esq., B.A., Oxford; Henry Offley Wakeman, Esq., B.A., Oxford; Henry Goulburn Chetwynd Stappleton, Esq., B.A., Oxford; Thomas Herbert Kershaw, Esq., B.A., Oxford; John Lonsdale Otter, Esq., B.A., Cambridge; Frederick Thomas Green, Esq., B.A., Oxford; Henry Wyatt Hart, Esq., B.A., Cambridge; William Pinder Eversley, Esq., M.A., B.C.L., Oxford; Arthur Phillips Roberts, Esq., B.A., Oxford; and William Bottomley Jackson, Esq., B.A., Cambridge.

**MIDDLE TEMPLE.**—Henry St. James Stephen, Esq.; Gerald Goghegan, Esq., of the Irish Bar, and of Trinity College, Dublin, B.A.; John Gold Philpot, Esq.; Stanhope Charley John Hemphill, Esq., of Trinity College, Dublin, B.A.; Thomas Rowland Drake Wright, Esq., Cambridge, LL.B.; Edward George Green, Esq., Cambridge, B.A.; and Thomas William Rhys Davids, Esq.

#### COUNTY COURTS.

##### BRADFORD COUNTY COURT.

Feb. 16, 17, and March 16.

(Before W. T. S. DANIEL, Esq., Judge.)

BRADWELL v. BRIGGS.

*Contract to deliver goods in a specified time—Waiver—Damages.*

Yelverton (instructed by F. Clift, Cheapside, London) for plaintiffs.

West (instructed by Dawson and Greaves, Bradford), for defendant.

**HIS HONOUR.**—This action is brought to recover £45 2s. balance of account for goods sold and delivered, and money due upon account stated. The defence was, that the goods were not of value stated in the accounts mentioned, and that the defendants had not acquiesced in the accounts, and had paid the full value. And by way of set off and counter claim the defendants alleged that the goods were to be delivered in three weeks from the 22nd Dec., and that they should be well warped; that the plaintiffs had notice that the goods were required to be used in the manufacture of other goods which had been sold by the defendants to their customers, and had to be delivered within a limited time; and that the goods purchased by the defendants from the plaintiffs were to be delivered to the defendants within the required time agreed on, to enable the defendants to fulfil their contracts with their customers. The defendants allege a breach of this contract by the plaintiffs, and claim as damages for such breach £26 8s. for allowances they were obliged to make to their customers for delay in delivery; and £11 4s. 11d. for loss in sale of other goods refused acceptance and sold to other persons; and the further sum of £18 4s. for expenses incurred in making good bad warping. The defendants also allege that they sent the plaintiffs a draft for £118 18s. 9d., in satisfaction of what they the defendants alleged to be due, on the express condition that

the draft should be accepted in full payment or returned, and that the plaintiffs retained and did not return the cheque. And the defendants claim under their set-off and counter claim, £14 0s. 11d. as overpaid by them to the plaintiffs. The plaintiffs joined issue on the defendants' defence and counter claim. The questions to be decided between the parties are as follow:—The defendants admit that the plaintiffs claim for goods sold and delivered; but they allege that the goods were purchased by them under an express contract that they should be delivered in three weeks from the date of the contract, the goods being required to be delivered for a specific purpose within that time, of which the plaintiffs had notice. The plaintiffs deny any such contract. Upon this question the facts established by the evidence are these: On the 25th Nov. 1875 the defendants entered into a contract with Messrs. Firth and Co., of Bradford, for the delivery of a certain number of silk pieces required for the American spring market, part to be delivered on or before the 25th Jan. 1876, the remainder on or before the 15th Feb. A similar contract on the 7th Dec. 1875 for other similar pieces, to be delivered on the 15th Jan. 1876, or sooner. Another similar contract on the 18th Dec. 1875, for other similar pieces to be delivered on the 25th Feb. 1876. For the execution of these contracts silk warps were required. The defendants had had previous dealings with the plaintiffs for silk warps. On the 17th Dec. 1875, the day after the last contract with Firth and Co., the defendants wrote the plaintiffs as follows: "Have you got anything in 2 60, from 10s. to 11s. if so, please to send us samples by return." On the 18th Dec. the plaintiffs replied as follows: "We have yours of yesterday's date, and we will send you samples of what we have in 2 60 on Monday." The plaintiffs have places of business in London and Congleton. On Tuesday, 21st Dec., they wrote from Congleton to defendants as follows: "We are in receipt of your favour of the 17th inst., the contents of which we note. Inclosed we beg to hand you sample skeins of a parcel of 2 60 China dble. at 10s., and we trust the same will lead to business. Lot 2012, 2 60 China dble., 646lb. at 10s." On the same 21st Dec. the defendants replied to the plaintiffs as follows: "We are duly in receipt of your memo., dated 21st, with sample of 2 60 silk China, lot 2012, at 10s. per lb. We inclose warping particulars for the lot, and we must press upon you the importance of getting these warps sent off quick; you must not lose a moment with them, as our time for the orders is very limited—do your very best as regards delivery. Please to let us know per return how soon you can complete them." This letter was accompanied with three different sets of warping particulars, adapted to three different orders, 30 by 47, 31 by 47, 32 by 47, each dated 21st Dec. 1875, and identified as part of lot 2012, at 10s., and at the foot of one of them there was this memorandum: "All must be well warped, and have them well picked; all must be got off without a moment's delay." These warping particulars had special reference to the three contracts which the defendants had entered into with Firth and Co. for the delivery of pieces at the specified dates. The parties appear at this moment to have partially misunderstood each other. The plaintiffs were offering silk in skeins or bundles unwarped at 10s. The defendants wanted silk warped, and understood the offer to apply to silk warps. This misunderstanding was, however, immediately set right. On receipt of the defendants' letter of the 21st Dec., accepting the offer as applicable to warps, the plaintiffs telegraphed to the defendants as follows: "Yarn is in bundles—cannot warp it at the price. Shall we send it on? Bankruptcy at work—reason so cheap." The defendants immediately replied by telegraph, asking the extra price for winding and warping. To which the plaintiffs immediately replied by telegram, "Will cost 9d. per pound extra for warping, and we can commence at once; will write to-night." On receipt of this telegram the defendants wrote on the 22nd to the plaintiffs a letter in answer as follows: "In your communication of the 21st you did not state that the silk had to be in the bundle at 10s.; we never buy silk except in the warp, and all the business we have done with you has been in the warp; 9d. per pound is surely too much for warping it; if you will say 4d. you may go on at once. This is more than we ought to pay under the circumstances. Reply in the morning to 8, Leeds-road, Bradford." The plaintiffs, before they received this last letter from the defendants, wrote them on the same 22nd Dec., referring to their former telegrams, and adding, "We find it would take three weeks (can make a delivery this week) before we could complete them, as our means of warping are rather limited. Our idea was that you would have been able to get the warping done much cheaper and more quickly in Bradford. However, we shall be glad to know your wishes as early as possible." These two letters appear to have crossed, and the plaintiffs, on receipt of



kept pressing you for the warps, and we told you we should have to reorder the warps, as we could not wait any longer. You undertook to deliver the order in three weeks, and you were seven weeks, and not complete then. We think we have been very liberal indeed taking them so long after time." On the 12th Feb. the plaintiffs wrote to the defendants as follows: "We have yours returning our invoice of the 7th inst., and note the remarks thereon. As we have before stated, the warps will not be of the slightest use to us if returned, and we think you ought to have some consideration for us in the matter. When you applied to us at the first, we told you that we would have preferred sending you the yarn in bundle, knowing that you could have got them warped in Bradford much sooner than we could do here; but when you insisted on having these warps, we got an estimate from the warpers here of the time it would take, and on which we acted, accepting the offer from you; and we certainly did our best to get you the warps in time, but bad winding and one thing or another prevented the warpers from completing within the time. Now, we have no legal remedy against the warpers, and therefore hope you will not throw on us a loss which can be avoided if you will try, we feel assured. You no doubt are aware that the yarn could not be bought at the same price to-day, and if any extended time of payment, or our meeting you in any other way could enable you to use them, we shall be glad, and we leave it with you, trusting that we shall have your favourable answer by return. P.S.—You can name your own time as to paying for the warps in dispute." To this letter the defendants replied, on the 15th Feb., as follows: "In reply to your favour of the 12th about the warps returned, you seem to forget altogether that we have got other warps to replace them, and they are of no more use to us than they are to you, as we have no orders for them, and it is entirely your own fault that they are left over. If the warps had been completed in a reasonable time we should have used them, and when we wrote about them you never gave us a definite answer when they would be complete, and we cannot give you an unlimited time for delivery, as you are quite aware we have a stated time given for the delivery of our orders, and if they are not delivered to a day they are cancelled." On the 16th Feb. the plaintiffs replied as follows: "We have yours of yesterday's date, and regret to learn that you cannot take the warps, which we will therefore thank you to return to our address." On the 23rd Feb. the defendants wrote the plaintiffs as follows: "Every warp we have dressed has been as badly warped as those we complained about 24th Jan. and they will cost a great deal dressing when we come to finish them; we can scarcely get through them." The correspondence as to the contract between the plaintiffs and defendants, and what was done and omitted to be done under it, ends here. I have gone through it at length for the purpose of showing generally, without commenting upon each letter, the grounds upon which I consider the following conclusions, which I have arrived at are warranted. I think the correspondence shows—First, that as between the plaintiffs and defendants there was a contract to warp the whole of the silk—lot 2012, 646lb. at 10s. 9d. a pound—according to warping instructions given by the defendants. That the plaintiffs appear to have made this contract upon the faith of an arrangement made by them with certain warpers, who have broken the arrangement both as to time, proper warping, and attention to warping instructions, and against whom they state they have no legal remedy; but the defendants were not parties directly or indirectly to that arrangement, and are not in any way liable to be affected by it. Their contract was entirely with the plaintiffs, and to them alone the defendants are entitled to look for its performance, and damages for its non-performance. Secondly, that from the very outset the plaintiffs had distinct notice that the warps were required by the defendants for the express purpose of enabling them to execute certain orders for goods which the defendants had contracted to deliver within a limit of time, and that the delivery of the warps in proper order and condition within the time specified (three weeks) or thereabouts, was necessary to enable the defendants to complete their contract, which, if not so completed, was liable to be cancelled. I am of opinion that it is not necessary that the plaintiffs should have been informed of the particular contracts which the defendants had entered into with their customer, or of the terms of such contracts; it is enough that the plaintiffs knew that such contracts existed, and that they were liable to be cancelled if deliveries were not made in the time specified by such contracts. Thirdly (assuming any question of waiver to be open to the plaintiffs, which I doubt), the plaintiffs knew that the warps after the three weeks, the defendants did not intend to use, and they did so at the re-

quest of the plaintiffs, and with the object and intention of enabling themselves better to complete their contracts with their customers, and thereby diminish the loss to the plaintiffs. Fourthly, that in consequence of the defendants not being able to deliver through the plaintiffs' delay in delivering the warps, according to their contract, certain of the defendants' orders for goods, which ought to have been delivered on the 25th Jan., were cancelled by their customers, and that defendants sustained a loss on the orders so cancelled, amounting to £226 8s. That loss was ascertained in this way. The customers having cancelled the orders, and the goods being thrown on the defendants' hands, they tried to sell them in the open market, but failed to do so, and then sold them to customers, as to forty pieces, at a reduction of 5s. a piece; as to eighty pieces, at a reduction of 2s.; and as to forty pieces, at a reduction of 4s. a piece, making together £226 8s. I also find that a large number of the warps were badly warped, and had to be re-dressed and made up again into warps before they could be used in the manufacture of pieces; and that the cost of such re-dressing and re-warping was £18 14s.; and these two sums of £226 8s. and £18 14s. ought to be allowed to the defendants as damages resulting from the plaintiffs' breach of contract, within the rule laid down in *Hadley v. Baxendale* (23 L. J., N. S., 179, Ex.). There was a further claim made by the defendants of £11 4s. 11d. for loss upon the sale of forty pieces, which were made from warps that had to be re-dressed and re-made; but, by arrangement between the parties at the hearing, this claim was abandoned. Before action brought the plaintiffs had claimed to be paid for warps to the weight of 403lb. 13oz., at 10s. 9d., amounting to £206 4s., less discount. The defendants disputed this claim, and insisted that they were liable only to the extent of 341lb. 3oz., and this weight the plaintiffs by their particulars in the action adopt. Before action brought the defendants made out an account based upon the weight of 341lb. 13oz., as the only weight for which they were liable, and claiming various deductions, including the two sums of £226 8s. and £18 14s., and thereby reducing the balance owing by them to £118 18s. 6d., which sum they remitted to the plaintiffs by a banker's draft, payable on demand, in settlement of the account. The plaintiffs kept the draft and treated it as a payment on account; and by the particulars in the action they give the defendants credit for all the sums claimed by them as allowance, except the sums of £18 14s. and £226 8s., and these two sums make together the sum of £245 2s., for which this action is brought. The result therefore is, that as the sums recovered by the defendants on the set-off and counterclaim are equal to the sum sought to be recovered in the action, judgment will be entered in the action and counter claim for the defendants, the amount sought to be recovered in the action being satisfied by the amount recovered upon the set-off and counter claim. If it be necessary for me to give any direction as to costs, I direct that the costs of the action and of the counter claim be paid by the plaintiffs, on the ground that the sum of £118 18s. 6d. paid by the defendants and received by the plaintiffs before action brought was in reality all that was justly due from the one to the other. I may observe that, at the request of the defendants the case was ordered to be heard with assessors. They attended, but it appearing that the real questions between the parties depended upon questions of law and not upon any mercantile usage, their attendance was by consent dispensed with, and the case, on facts proved, was heard by me without their assistance.

## BANKRUPTCY LAW.

### SUNDERLAND COUNTY COURT.

Wednesday, March 21.

(Before E. J. MEYNELL, Esq., Judge.)

*Ex parte MOORE; Re COOK.*

Order and disposition—Bankruptcy Act 1869, s. 15, subsect. 5, and s. 94.

THE evidence upon the hearing of this motion presented for consideration a somewhat novel but important feature of the Act. The trustee of the estate of Isaac Cook, a bankrupt, claimed to be entitled to certain household furniture and effects which were in the house at which the bankrupt resided at the time of the act of bankruptcy.

The respondent, Miss Cook, daughter of the bankrupt, disputed the title of the trustee, alleging that the furniture was her property, and was in her uncontrolled possession when the act of bankruptcy was committed.

*Duncan*, Shields, for the trustee.

*R. Holmes* for the respondent.

The facts are as follows: The bankrupt had lived some years in the house in which the

furniture was; he dated business letters from thence. On his business cards was engraved the number of the house, and a small brass plate with the bankrupt's name was fixed to the house door. A statement made by Miss Cook upon examination before the registrar was put in, which described the purchase of the furniture by her.

*Duncan* contended that under the circumstances the furniture, &c., in the house at the commencement of the bankruptcy was in the possession, order, and disposition of the bankrupt, and consequently belonged to the trustee. He relied upon the 15th section of the Bankruptcy Act 1869, and upon the cases of *Simmons v. Edwards* (16 M. & W. 838), and *Davis v. Vining* (Fisher's Digest) decided upon that section.

*Holmes* opened the case for respondent. It was objected that the deponents to the affidavits in reply were not present for cross-examination, and that notice should have been given of the filing of such affidavits, but

His HONOUR ruled against both objections.

From the evidence for the respondent it appeared that in 1870, when her father's affairs were in liquidation, the respondent purchased the furniture from Mr. Wilson, timber merchant, who was the trustee of the estate, and paid for it out of her own private means. She had been in possession ever since that time, and had at various times made additions. The house was taken by her, and she paid the rent, though the rates were paid by the bankrupt.

*Holmes*, referring to the notice of motion, stated that the trustee claimed the furniture as being "the property of the bankrupt," but as the trustee appeared to rest his claim more upon the reputed ownership clause, sect. 15, above referred to, he would meet him on that ground. Reading this section, he said the words are "goods and chattels being in the possession, order, or disposition of the bankrupt, by the consent of the true owner, of which goods and chattels the bankrupt is reputed owner," and if the furniture was not in the possession, order, or disposition of the bankrupt, the reputed ownership clause could not apply, which, he submitted, was not, and never had been, the case, the respondent always had the sole possession, order, and disposition. Reference was made to sect. 94, and cases in support of this view: (*Ex parte Littledale*, 6 De G. M. & G. 714, 734; *Ex parte Dorman, re Lake*, L. Rep. 8 Ch. App. 51, a case of joint possession, where it was ruled the order and disposition clause only applied where the bankrupt was in exclusive possession). It was further pointed out that in cases between the trustees of a married woman and the execution creditor of the husband the former were entitled as well to additions and renewals as to the original subject of the settlement: (*Duncan v. Cashin*, 33 L. Rep. 497).

His HONOUR, at the conclusion of Mr. *Duncan's* reply, intimated that he would take time to consider the question, which was novel, and gave leave to cross-examine Miss Cook if the trustee thought proper.

At a subsequent court she was cross-examined, but her evidence was so confused and conflicting, and she evidently knew so little about the facts, that the motion was further adjourned for additional evidence. Accordingly, on the 21st ult., Mr. Wilson, the trustee, and Mr. Middlemis, the receiver in the liquidation in 1870, gave evidence as to the purchase of the furniture by Miss Cook and Mr. T. L. Howarth, who had assisted her to carry the purchase through was called.

At the conclusion His HONOUR made an order that all furniture purchased by respondent from the trustee, Mr. Wilson, belonged to her, and that any other articles were to be given up to the trustee in the present bankruptcy, at the same time intimating that he did not know of any case at all like it. The parties to bear their own costs.

*Duncan* has since entered an appeal.

### PETERBOROUGH COUNTY COURT.

Tuesday, Jan. 23.

(Before E. BEALES, Esq., Judge.)

TAYLOR v. THE LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Bankruptcy—Contract of sale—Stoppage in transitu—Right of trustee.

After for the plaintiff.

G. Gaches for the defendants.

The claim was £40, for wrongfully detaining and depriving plaintiff of certain timber his property by virtue of his trusteeship.

The facts of the case are as follows: In Sept. 1875, Walker was in treaty with Messrs. Rayner, of Liverpool, for the purchase of some timber, which, however, not arriving at Peterborough at such a time as the plaintiff expected, he refused it when it did arrive. In consequence of that Mr.



liquidation was entitled to the goods comprised in the bill of sale: (*Ex parte Attwater, re Turner*, 35 L. T. Rep. N. S. 682.)

A trader, with a *bona fide* intention of obtaining the means of continuing his business, assigned, by bill of sale, all his property (except his book debts amounting to £680, and an equity of redemption valued at £100) to a creditor to secure a past debt of £287 due upon a balance of account for goods supplied by the creditor, and to secure payment of a further supply of goods to a limited amount, which the creditor agreed to give the trader on credit. At the time of giving the bill the trader was insolvent, but this was not known to the creditor, who continued to supply him with goods upon credit until the sum owing to him amounted to £600, when he took possession under the bill of sale. Shortly afterwards the trader was adjudicated bankrupt, the alleged act of bankruptcy being the execution of the bill of sale.

Held (affirming the decision of the Chief Judge in Bankruptcy), that the bill of sale was not a fraudulent preference nor an act of bankruptcy, and that the trustee in the bankruptcy was not entitled to the property comprised in it: (*Ex parte Sheen, re Winstanley*, 34 L. T. Rep. N. S. 48.)

A document may be within the Bills of Sale Act 1854, so as to require registration, although made in pursuance of a previous verbal arrangement, if it contains all the terms agreed on, and would of itself pass the property in the goods to which it refers: (*Brantom v. Griffiths*, 34 L. T. Rep. N. S. 871.)

#### COMPOSITION.

The power given by the 126th section of the Bankruptcy Act 1869 enabling the majority of the creditors to compel the minority to accept a composition in satisfaction of their debts, must be exercised *bona fide* for the benefit of the creditors, and not from mere motives of kindness to the debtor. If the facts necessarily lead to the inference that the majority of the creditors were actuated by motives of kindness to the debtor, as where they passed a resolution to accept a composition of 1s. in the pound, though the debtor's own estimate of his assets showed enough to pay 5s. in the pound, the resolution cannot bind the minority and will not be registered: (*Ex parte Page, re Page*, 34 L. T. Rep. N. S. 638.)

A judgment creditor delivered a writ of *fi. fa.* to the sheriff before the judgment debtor had filed a liquidation petition. The creditors duly passed resolutions accepting a composition of 2s. 6d. in the pound. The judgment creditor proved for the whole amount of his judgment debt, and voted in favour of the composition. After the registration of the resolutions the sheriff seized under the writ.

Held, that the judgment creditor not having seized before the composition was accepted had no security upon the debtor's property, and could not enforce the writ after the resolutions were registered.

Held also that the judgment creditor having proved as an unsecured creditor could not afterwards that he had a security: (*Ex parte Balbirnie*, 34 L. T. Rep. N. S. 857.)

A debtor, in his statement of affairs, entered A. as a creditor fully secured. The creditors duly passed and confirmed a resolution to accept a composition of 10s. in the pound. A. did not attend at either of the meetings of the creditors. The debtor paid the composition to all the creditors except A. Two years afterwards the debtor filed a second petition, whereupon A. realised his security and claimed to prove, under the first petition, for a balance which remained due after realisation of the security: Held (affirming the decision of the Chief Judge), that A. was not in any way bound by the debtor's estimate of the value of the security, and that he was entitled to prove for the balance and to receive the composition thereon: (*Ex parte Bestwick, re Bestwick*, 34 L. T. Rep. N. S. 784.)

A debtor filed a liquidation petition, and in his statement of affairs entered the name of a creditor who had brought an action against him in which a reference was pending, and the amount of his claim. The creditor tendered a proof for part of this amount, but the proof was objected to, and he was not allowed to vote at either of the meetings of creditors. The rest of the creditors duly resolved to accept a composition of 5s. in the pound. The plaintiff in the action received notice to appear before the registrar and prove his debt, but he did not do so, and the registrar ordered the objections to the proof to stand over till the arbitrator had made his award. The arbitrator awarded a portion of the amount claimed, and no tender of the composition having been made to him, the plaintiff commenced an action against the debtor on the award. On an application by the trustee under the composition to the Court of Bankruptcy to restrain the action: Held, that there was no ground for restraining the plaintiff from suing the debtor at law: (*Ex parte Watson, re Watson*, *ib.* 778.)

A judgment creditor delivered a writ of *fi. fa.* to the sheriff before the judgment debtor filed a

liquidation petition. The creditors duly passed resolutions accepting a composition of 2s. 6d. in the pound. The judgment creditor proved for the whole amount of his judgment debt, and voted in favour of the composition. After the registration of the resolutions the sheriff seized under the writ. Held (affirming the decision of Bacon, C.J.), that the judgment creditor not having seized before the composition was accepted, had no security upon the debtor's property, and could not enforce the writ after the resolutions were registered: (*Ex parte Jameson*, 35 L. T. Rep. N. S. 583.)

Where the creditors of a liquidating debtor whose statement of affairs showed a large amount of debts and virtually no assets, passed a resolution to accept a composition of 1s. in the pound to be paid within one month from the date of the registration of the resolution, no security being given for such payment, it was held that the facts led necessarily to the inference that the resolutions had been passed, not *bona fide* for the benefit of the creditors, but from mere motives of kindness to the debtor, and that, therefore, the registrar was right in refusing, at the instance of a dissentient creditor, to register the resolutions: (*Ex parte Terrell*, 35 L. T. Rep. N. S. 646.)

The composition creditors of a bankrupt passed a resolution under sect. 28 of the Bankruptcy Act 1869 that a composition of 9s. 6d. in the pound should be paid to all creditors but three; that the bankruptcy should be annulled, and that the three excepted creditors should not prove or make any claim upon the bankrupt for three years from the date of the annulling of the adjudication. This arrangement having been agreed to by the excepted creditors and approved by the court, the adjudication was annulled in April 1871, the composition was duly paid. The bankrupt received back his property and again commenced business, contracted new debts, and in 1875 filed a liquidation petition. B., one of the excepted creditors, proved under the liquidation for the whole amount of his debt. The County Court judge having held that B., although entitled to prove, was not entitled to receive any dividend until all the creditors subsequently to the bankruptcy had been paid in full:

Held, on appeal, that B., not having been guilty of any fraud or laches, was entitled to receive dividends upon proof of his debt, *pari passu* with the other creditors: (*Ex parte Russell, re Winn*, 34 L. T. Rep. N. S. 295.)

A. gave to B. three bills of exchange for the balance due upon an account of goods sold and delivered to him by B. By the course of dealing between them A. was entitled to a discount of 20 per cent. off the invoice price upon all cash payments made by him within one month from the first of the month following the delivery of the goods. In accordance with this arrangement the bills were treated as a cash payment, and were given for the balance of the account less the discount. Shortly afterwards A. went into liquidation, and his creditors accepted a composition of 10s. in the pound. B., on the assumption that the bills would be discontinued at maturity, which happened under the composition for the full amount of the balance due to him upon the account, and his proof was admitted at the first meeting of the creditors without objection and filed. A. subsequently refused to pay B. the composition upon more than the amount for which the dishonoured bills had been given. Held, that as the bills had been dishonoured B. was entitled to receive the composition upon the whole balance due to him on the account: (*Ex parte Worthington, re Cumberland*, *ib.* 951.)

The creditors of a liquidating debtor agreed to accept a composition payable by instalments. The amount required for the payment of the second instalment was received by the debtor's solicitor, who issued a circular to the creditors, stating that he would be prepared to pay the instalment on a certain date, the solicitors afterwards having claimed a lien upon the money for payment of his costs, charges, and expenses. Held, that he had constituted himself a trustee for the creditors, and could claim no lien upon the funds: (*Ex parte Newland*, 35 L. T. Rep. N. S. 916.)

#### LEGAL NEWS.

**COLLUSION IN DIVORCE SUITS.**—A parliamentary return issued to-day shows that the number of cases in which the Queen's Proctor intervened in divorce suits in 1876 was twelve; in five cases the intervention was successful, and seven cases are still pending.

**VISIT OF THE CHINESE AMBASSADOR TO THE COURT OF APPEAL.**—The Chinese Ambassador, with a portion of his suite and an interpreter, visited the Court of Appeal at Lincoln's-inn on Thursday. The judges (the Master of the Rolls and Lords Justices James and Baggallay) shook hands with the ambassador and his attendants, who were invited to take seats upon the bench,

where they remained for some time while a trade mark appeal was being heard.

THE will of Mr. H. T. J. Macnamara, one of her Majesty's Railway Commissioners, late of 34, Linden-gardens, Kensington, who died on the 2nd of February last, was proved on the 11th inst. by Mr. W. H. Macnamara, the son, the executor, the personal estate being sworn under £16,000. The testator gives legacies and annuities to several of his relatives, and subject thereto the provisions of the will are in favour of his wife and children.

A MEETING of the Judicature Acts (Legal Offices) Committee was held at 13, Delahay-street, on Monday. There were present the Master of the Rolls (chairman), Mr. Justice Lush, Mr. F. Herschell, Q.C., M.P., Mr. W. Law, C.B., Mr. H. L. Pemberton (solicitor), Mr. E. F. Burton (solicitor), and the Hon. H. Cuffe (secretary).

THE following gentlemen received the honorary degree of LL.D. from the University of Edinburgh on the 21st inst.: Charles N. Aitchison, Esq., Chief Secretary of the Foreign Department of the Government of India; M. Gustave Rolin-Jacquemyns, of Belgium, principal editor of the *Revue de Droit International et de Legislation Comparée*, and member of the Institut de Droit International; George Gore, Esq., F.R.S., of King Edward's School, Birmingham; John Bennet Lawes, Esq., F.R.S., of Rothamstead; Dr. Roost, an eminent Sanskrit scholar, and principal librarian at the India Office; and John Westlake, Esq., Q.C., author of a treatise on Private International Law, and member of the Institut de Droit International. We are glad to see that the English Bar has a representative amongst their list, in the person of an eminent Queen's Counsel, who is distinguished by his knowledge of the laws of other countries besides his own. The association of Mr. Westlake, Q.C., and M. Rolin-Jacquemyns, with the University of Edinburgh, is an honour alike to those gentlemen and to the University itself. The other degrees conferred are more strictly honorary in their character.

#### CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editors do not hold themselves responsible for any opinions or statements contained in it.

**DAILY CAUSE LISTS AT WESTMINSTER AND CITY SOLICITORS.**—Knowing that your columns are ever open to suggestions that are likely to benefit the profession, I beg to draw attention to the present system of announcing the trials at Common Law for the succeeding day, viz., publishing the list at the Association in Chancery-lane, which obliges city solicitors sending all the way down there every night when it is at all likely their case may be in the paper—very often for a fortnight. Would it not be very easy, and at no expense, to also publish a list at some place in the city—say the Guildhall—which would greatly facilitate that rather tedious task of searching the list?

MANAGING CLERK.

**APPEARANCE—ENTERING SAME—STAMPS IMPRESSED OR ADHESIVE.**—In reply to the observations in your impression of the 14th inst., I beg to draw your attention, and that of the legal profession, to sect. 26 of the Judicature Act 1875, whereby it is enacted that the fees and percentages of the courts shall, except so far as they may be otherwise directed, be taken by stamps, to be impressed or adhesive as the Treasury direct. The Treasury, with the concurrence of the Lord Chancellor, by an Order dated 22nd May, 1876, directed (amongst others) that "the fee payable on entering an appearance is to be denoted by an impressed stamp on the form of memorandum prescribed by the Appendix to the Supreme Court of Judicature Act 1875; and, where the appearance of more than one person is entered by the same memorandum, the fees for all persons beyond the first to be denoted by means of impressed or adhesive stamps." It therefore appears the officials of the Common Pleas Division are acting in conformity with that rule, and that it is necessary for solicitors to get the impressed stamp upon all forms they have printed. H.

**BAR EXAMINATIONS AND THE COST OF LEGAL EDUCATION.**—Complaints continue to be made of the growing stiffness of these examinations, and the Lord Chancellor is now being quoted as in favour of a less stringent test. It is not only that a student's call is often postponed, and has become uncertain altogether, but the present system has added considerably to the cost of a legal education to students, on the one hand, while it reduces the receipts of the societies on the other. Students have still to pay the same fees and dues to the societies, and in addition a sum of not less than 100 guineas to private tutors to "cram" for the examinations; and as all they get in return for this outlay only enables them to pass, most men who intend following the Profession still go to a

Stock, making a total of £32,957 Stock, producing annual dividends amounting to £1286 19s. 10d.

A balance of £583 11s. 9d. remained to the credit of the association with the Union Bank of London, at the date of the account, 28th Feb. last; and a sum of £15 was in the secretary's hands.

The board deeply regret having to record the decease, during the half year, of one of their esteemed colleagues, a trustee of the association, Mr. Park Nelson, of London; in whose place, as a director, they have elected Mr. Clement Uvedale Price, of Bedford-row, London; and, in conformity with the rules, a new trustee will be proposed for election at the ensuing autumn general meeting of the association.

The Chairman, in moving the adoption of the report and statement of accounts, observed that there was no topic in the history of the association during the past half year which seemed to him to call for his particular notice. It was satisfactory, however, to know that their rate of progress as they advanced in age had not decreased, for they admitted as many members during the past half year as during the whole of the previous year. The amount of relief granted had also increased, and it would have afforded the board pleasure to have gone further in the same direction, but they thought it wiser to unite economy with their liberality. They had, always given precedence to the claims of their own members and their families, after whom the applications from the secondary class of non-members and their families were attended to. He regretted the loss which the board, in common with the Profession at large, had suffered in the loss of their respected colleague, the late Mr. Park Nelson, in whose place, as a director, the board had elected a gentleman who was present, and of whom he thought the members generally would approve. The name of another gentleman would be submitted in October for the office of trustee. The chairman alluded also to a proposition which had been made to the board by a member of the association, Mr. John Mackrell, of London, to found a system of "exhibitions" for the purpose of enabling solicitors of limited means to place their children for education at schools of their own selection. The details of the scheme were not yet fully before them, and therefore it was not mentioned in the report; but the board had arranged to discuss the subject with the gentleman who proposed it to them, after which they would consider whether it is expedient for this association to enter upon such a scheme.

Mr. J. W. Proudfoot (of London) said that he had no fault to find with the present report, except with regard to the amounts paid away in relief of non-members, but he objected to the resolution passed at the last general meeting at Oxford, which extended the powers of the board in respect of that relief. The association had been established for a specific purpose, but the resolution had absolutely abrogated that purpose, and he contended that there was no power to do this. He thought also that the matter ought to have been brought forward in London, instead of in an out of the way place such as Oxford, which was difficult to get at, and where the association had only six members. He did not want to stop the flow of charity, but he would ask them to look after themselves, and if they wished to give relief to non-members, who did not contribute to the support of the association, let them have a separate society, to which he would willingly contribute a donation. Although he could not move any resolution at the present moment, not having given the requisite notice, they had his ideas upon the subject, and he would see, at the proper time, what he could do.

Mr. J. S. Torr (of London) explained that the board always dealt with the applications of non-members and their families after the members and their families had been relieved, and never until then. The reason why so large an amount of money appeared to have been given to non-members and their families was simply because the former were very much more numerous; and if they had now a protest from Mr. Proudfoot against giving too much to non-members and their families, they had previously had complaints from other members that the objects of the association were restricted too much to members and their families, and asking that it should have more the character of a benevolent institution given to it.

Mr. Richard Wall Wall (of London) thought that, as the applications of members and their families were dealt with first, it could not be said that they diverted the objects of the association in giving some relief to non-members and their families.

Mr. Stephen Williams (of London) observed that the association was always intended to partake of a charitable character, and they were bound by the resolution passed at Oxford until it was rescinded.

After some further discussion the matter

dropped, and the adoption of the report and statement of account having been agreed to, and the usual votes of thanks unanimously passed, the meeting separated.

## LEGAL OBITUARY.

**NOTE.**—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

### J. H. HOLLWAY, ESQ.

THE late John Hardwick Hollway, Esq., solicitor, who died on the 6th inst., at his residence, Kenwick House, Louth, Lincolnshire, in the eighty-first year of his age, was the eldest son of the late John Palmer Hollway, Esq., of Boston, Lincolnshire, and was born in the year 1796. He was admitted a solicitor in Easter Term 1818, and practised for many years at Boston, and also at Spilsby, in Lincolnshire, in partnership with Mr. Henry Harwood. For near half a century Mr. Hollway held the office of Clerk of the Peace for the Parts of Lindsey, in the county of Lincoln. He married, in 1822, Barbara, third daughter of George Kilgour, Esq., of Balcarran, Aberdeenshire, and by her, who died in 1872, he has left a family. His eldest son, Mr. James Hollway, of Stanhoe Grange, is a deputy-lieutenant for the county of Norfolk; he was born in 1830, and has been twice married, first to Marietta, only child of John Calthrop, Esq., of Stanhoe Hall, and, secondly, to Ida, youngest daughter of the late Henry Fynes-Clinton, Esq., of Welwyn, Herts.

### J. M. SHUGAR, ESQ.

THE late John Merritt Shugar, Esq., solicitor, of Tring, Hertfordshire, who died recently at his residence in that town, was a son of the late John Sutton Shugar, solicitor, of Portsmouth, and formerly mayor of that borough. He was born about the year 1820, and was admitted a solicitor in Michaelmas Term 1844, and was formerly in business in his native town. He had, however, practised at Tring for upwards of twenty years, and had won the esteem and regard of not only all his fellow townsmen, but of the surrounding neighbourhood, for ability and integrity. Mr. Shugar, who enjoyed a large professional practice, was a Commissioner to Administer Oaths, a Commissioner for taking Affidavits, a Perpetual Commissioner, and had also been for some time clerk to the borough justices. The remains of the deceased gentleman were interred in the churchyard at Tring, his funeral being attended by a large number of friends.

### SIR T. TILSON.

THE late Sir Thomas Tilson, formerly a solicitor in London, who died on the 9th inst., at his residence, South Road House, Clapham-park, Surrey, in the seventy-fourth year of his age, was the eldest son of the late Thomas Tilson, Esq., of Brixton-hill, Surrey, by his marriage with Maria Matilda, daughter of Frelove Johnson, Esq. He was born in London in the year 1808, and was educated at Merchant Taylors' School. Having chosen the law as a profession, he was admitted a solicitor in due course, and was for some time head of the firm of Messrs. Tilson, Squance, Clarke, and Morice, of Coleman-street, City, solicitors to the London Joint Stock Bank, to Sion College, to the Phoenix Gas-light and Coke Company, to the Llynvi Iron and Lead Company, to the Llynvi Valley and South Wales Junction Railway, and to the English Copper Company. He had been for many years a magistrate and deputy Lieutenant for Surrey, and was Deputy Chairman of Quarter Sessions for that county from 1858 to 1867, when he became Chairman; he, however, resigned the chairmanship in 1870. He was also Chairman of Commissioners of Land and Assessed Taxes for Lambeth, and in 1870 he was elected a member of the London School Board (Lambeth Division). He received the honour of Knighthood in 1868. Sir Thomas Tilson married in 1827, Maria, daughter of William Shadbolt, Esq., of Stockwell, Surrey.

### P. NORTHALL-LAURIE, ESQ., D.C.L.

THE late Peter Northall-Laurie, Esq., D.C.L., barrister-at-law, of Pax Hill Park, near Lindfield, Sussex, who died on the 21st inst., at his residence in Park-crescent, Regent's Park, in the sixty-ninth year of his age, was the last surviving son of the late Alexander Laurie, Esq., of Langridge Maine, Roxburghshire, and was born in the year 1808. He was educated at St. Peter's College, Cambridge, where he graduated B.A. in 1830. He was called to the Bar by the honourable society of Lincoln's-inn in Michaelmas Term, 1833, and went the Home Circuit; he also practised for many years as counsel in the Lord

Mayor's and Sheriffs' Court, and at the City of London Sessions. He was a magistrate, deputy lieutenant for Middlesex, magistrate for Sussex and Westminster, and a commissioner of Lieutenancy for London. He assumed the traditional name of Northall, by royal licence, in compliance with a request contained in the will of Miss Catherine Jack, of Sloane-street, Chelsea. The deceased gentleman, who was created D.C.L. of Cambridge in 1872, married, in 1834, Frances, daughter of Henry Hulbert, Esq., of Great Somerford Manor, Wilts, by whom he left a family. His eldest son, Mr. Reginald Northall-Laurie, who now inherits Pax Hill Park, is a magistrate for Middlesex, and a commissioner of Lieutenancy for the City of London.

### E. REYNOLDS, ESQ.

THE late Edward Reynolds, Esq., barrister-at-law, who died on the 14th inst., at Lahore, India, in the thirty-fifth year of his age, was the third surviving son of George W. M. Reynolds, Esq., of Woburn-square, and was born in the year 1842. He was educated at Lincoln College, Oxford, where he took his Bachelor's Degree in due course, and he was called to the Bar by the Honourable Society of the Inner Temple in Hilary Term, 1864, and had practised at Lahore for the last ten years.

### J. CROWDY, ESQ.

THE late James Crowdy, Esq., solicitor, of Serjeants'-inn, Fleet-street, who died on the 24th ult., at his residence in York-terrace, Regent's Park, after a long and painful illness, in the fifty-seventh year of his age, was born in 1820, and admitted a solicitor in Easter term 1841, and was formerly for some years a member of the firm of Messrs. Lawrence, Crowdy, and Bowlby, of Old Fish-street, Doctors'-commons. About twenty years ago Mr. Crowdy, on the dissolution of the above firm, removed to Serjeants'-inn, where he soon acquired a fair share of business, and he had for some years acted as solicitor to the proprietors of the Times newspaper. In 1874 his son, Mr. James Crowdy, having been admitted into the Profession, joined him in partnership; according to the Law List he is a Commissioner for Recording Debts, Records, Oaths, &c., for the State of Pennsylvania.

### B. SHAW, ESQ.

THE late Benjamin Shaw, Esq., barrister-at-law, of Tanfield-court, Temple, who died recently at a comparatively early age, was educated at King's College, Cambridge, where he was successively Scholar and Fellow, and took his Bachelor's degree in 1842 as Chancellor's Medallist. He was called to the Bar by the Honourable Society of Lincoln's Inn in Michaelmas Term 1868. He was for many years held back by conscientious scruples for making the declarations required by barristers at their call, and hence he had scarcely time during the few years of his practice to establish for himself the position to which he might rightfully have aspired. His opinions, however, observes the *Guardian*, "especially on ecclesiastical subjects, were exclusively sought, and carried great weight." He was junior counsel in the prosecution in the *Ridsdale* case. Mr. Shaw was well known also out of his professional active and zealous churchman of Evangelical sentiments, and as a hard worker in the cause of education and sanitary social improvements. He served upon the Sanitary Commission, and took an active part in promoting all sensible and judicious movements of the homes, health, and food of the working classes. He was an accomplished Biblical scholar, and a contributor to Smith's "Dictionaries of the Bible," &c., &c., and delivered some thoughtful and able lectures before the Christian Evidence Societies. He took an active part in the Church Conferences held at the Burlington Schoolrooms, and it was mainly through his influence and agency, and it may be added by his large contributions, that the Ecclesiastical District of St. Jude at Kensal Green was lately formed.

### M. SCOTT, ESQ.

THE late Montagu Scott, Esq., solicitor, of Gray's-inn-square, who died at his residence in Fulham, on the 14th inst., after a very short illness, in the fifty-sixth year of his age, was the eldest son of the late James Scott, Esq., M.D., of Woodhall, Lincolnshire, by Emma, daughter of B. Burrall, Esq., and he was born in London in the year 1822. Admitted a solicitor in Hilary Term 1845, he lived to enjoy the esteem of a large circle of clients and friends. He had for many years past taken a deep interest in Freemasonry, and in early life became a member of the Lodge of St. James (No. 765), where he passed through every grade, and was retained in the chair for several consecutive years. He was one of the founders of the Carnarvon Lodge. In 1873 he was presented with a handsome testimonial in recognition

rices in raising funds for the aged Free-  
widows of Freemasons. Mr. Scott  
ried, and has left a family of seven  
His remains were interred in Brompton  
in the presence of a large number of  
Freemasons and members of the 40th  
Rifle Volunteers, to which corps Mr.  
some time belonged.

G. T. TOMLIN, ESQ.  
George Taddy Tomlin, Esq., barrister-at-  
the Inner Temple, and of Combe House,  
fields, Canterbury, who died at Hastings,  
th inst., in the fifty-first year of his age,  
eldest son of the late Thomas Minter  
Esq., of Twittham Hill, Ash, in the county  
by Sarah, daughter of Robert Tomlin,  
Northdown, Isle of Thanet. He was born  
am Hill in the year 1826, and was called  
r by the honourable society of the Inner  
in Easter Term 1855, and practised as an  
attorney and conveyancer. Mr. Tomlin,  
a magistrate for the county of Kent,  
in 1865 Alice, daughter of the late Rev.  
John Chesshyre, canon of Canterbury  
J., by whom he has left two sons and three  
daughters. The remains of the deceased gentleman  
were at Ash.

## COURTS AND COURT PAPERS.

### OF APPEAL, AND HIGH COURT OF JUSTICE (CHANCERY DIVISION).

EASTER SITTINGS, 1877.

Rolls of Registrars in Attendance.

	Court of Appeal.	Master of the Rolls.
April 28	Ward	Milne
May 1	King	Holdship
May 2	Farrer	Teeddale
May 3	King	Ward
May 4	Farrer	Holdship
May 5	King	Teeddale
May 6	Farrer	Ward
May 7	V.C. Malins.	V.C. Bacon.
May 8	Latham	Cloves
May 9	Pemberton	Leach
May 10	Cloves	Latham
May 11	Koe	Leach
May 12	Pemberton	Latham
May 13	Cloves	Leach
May 14	Koe	Latham
May 15	V.C. Hall.	Certificates of Sale and Transfer.
May 16	Holdship	Merivale
May 17	King	Cloves
May 18	Milne	Koe
May 19	Merivale	Pemberton
May 20	Milne	Teeddale
May 21	Merivale	Ward
May 22	Milne	Holdship

Business Session will commence on Saturday,  
proceeding, and terminate on Tuesday, the 22nd  
of days inclusive.

## MOTIONS AND APPOINT- MENTS.

Information intended for publication under  
this heading should reach us not later than Thurs-  
day in each week, as publication is otherwise  
not possible.

S. BIRCHAM, of Reepham, Norfolk, has  
been appointed a Commissioner to Administer  
the Supreme Court.

## THE GAZETTES.

### Professional Partnerships Dissolved.

Gazette, April 13.

EDWARD JAMES, and LANE, CHARLES HENRY, at-  
tending solicitors, Bristol and Bedford-row. Dec. 31

### Bankrupts.

Gazette, April 20.

At the Bankruptcy Court, Lincoln's-Inn-fields.  
12. HERRARY, general merchant, Little Moorfields,  
Pet. April 17. Reg. Spring-Rice. Sols. Mullens and Co., Queen-  
s-st. Sur. May 1  
13. WILLIAM, beer retailer, Guildford-st. Gray's-Inn-rd.,  
Loyes, Bedford. Pet. April 17. Reg. Brougham. Sols.  
and Stinson, Serjeants'-Inn, Fleet-st. Sur. May 8  
14. OSCAR, no occupation, Spanby-rd., Bromley-by-Bow.  
Pet. April 16. Reg. Brougham. Sols. Plunkett, Gutter-la. Sur.  
May 1

To surrender in the Country.

FULLER, grocer, Lower Althwaite, Kents Bank, near  
Over-Sanda. Pet. April 14. Reg. Poolethwaite. Sur.  
May 1  
ABRAHAM HARRISON, wholesale clothier, Nottingham,  
liver. Pet. April 17. Reg. Patchitt. Sur. May 7  
DANIEL, dealer and farmer, Nayland. Pet. April 16.  
Sur. May 4  
AM. WILLIAM HENDERBY, miller, Burgh-le-Marsh. Pet.  
1. Reg. Standland. Sur. May 1  
ROBERT, pawnbroker, Newton, East Riding. Pet.  
1. Reg. Holt. Sur. May 1  
JOHN, process server, Leeds. Pet. April 17. Reg.  
1. Sur. May 9  
HENRY, jeweller, Newcastle. Pet. April 18. Reg. Mor-  
sur. May 1  
THOMAS, ropemaker, Beverley. Pet. April 12. Reg.  
sur. May 1

Gazette, April 24.

At the Bankruptcy Court, Lincoln's-Inn-fields.  
EDBRICK, manufacturer of infants' millinery, Camber-  
Pet. April 23. Reg. Keene. Sur. May 7

To surrender in the Country.

REDDARD, JOSHUA, iron merchant, Sheffield. Pet. A  
Reg. Rogers. Sur. May 8  
GIBBS, HENRY, confectioner, South Shields. Pe  
Reg. Mortimer. Sur. May 5  
LANE, CHARLES, dealer in hay and straw, Wolver-  
April 19. Reg. Sanders. Sur. May 7  
PRATT, GEORGE, cattle dealer, Luton. Pe  
Cook. Sur. May 9  
RUDSTAD, ANDREAS, ship store dealer, Liv  
Reg. Bellringer. Sur. May 7  
TOWNSEND, FREDERICK GEORGE, co  
chester. Pet. April 20. Reg. Kay. Sur.  
WILLIAMS, ARTHUR WELLSLEY, late R  
Rotherfield. Pet. April 21. Reg. Cripps. S

## Bankruptcies Annulled.

Gazette, April 13.

BUTLER, JOB, chemist and druggist, Darlaston. May 20, 1876

Gazette, April 17.

DAVIDS, JOHN LENTHAL, captain in the army. May 31, 1872

## Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 20.

AIRD, MATTHEW, grocer, Bristol. Pet. April 17. May 3, at four  
at office of H. Gratton, provision merchant, 1, Aldermanbury  
Bradford  
ADAMSON, ALEXANDER, builder, St. Anne's-on-the-Sea. Pet.  
April 17. May 2, at two, at the hotel, St. Anne's-on-the-Sea.  
Sols. Edelson, Preston  
BANGS, WILLIAM, baker, Ladbroke-grove-rd., Notting-hill. Pet.  
April 16. May 7, at two, at office of Sol. Wolsley, Tichborne-  
st, Edgware-rd.  
BANKS, ALFRED EDWARD, tailor, Birmingham. Pet. April 17.  
May 4, at three, at office of Sol. Parr, Birmingham  
BANKS, JOHN, iron broker, Walsall. Pet. April 18. May 10, at  
twelve, at offices of Sols. Dugman, Lewis, Williams, and Elliot,  
Birmingham  
BARBER, EDWIN, gun manufacturer, Birmingham. Pet. April 13.  
May 3, at half-past ten, at office of Sol. East, Birmingham  
BELL, JOHN, grocer, Dipton. Pet. April 17. May 2, at one, at  
office of Sol. Bush, Gateshead  
BENTLEY, JOHN, manufacturer, Manningham. Pet. April 17.  
May 3, at ten, at office of Sol. Wilkinson, Bradford  
BLAKE, RICHARD, master cooper, Chester. Pet. April 16. May  
1, at half-past eleven, at the Angel hotel, Dale-st., Liverpool.  
Sols. Churton, Chester  
BUCKLEY, JOHN, grocer, Salford. Pet. April 16. May 7, at three,  
at offices of Sols. Messrs. Horner, Manchester  
BURNAN, RICHARD, fruiterer, Finsbury. Pet. April 18. May 8,  
at two, at office of Sol. Sweeney, Southampton-st., Holborn  
BURNS, ROBERT, publican, Manchester. Pet. April 17. May 4,  
at eleven, at offices of Sols. Bunting and Bingham, Manchester  
BYRNE, HUGH, bootmaker, North Shields. Pet. April 16. May 4,  
at twelve, at offices of Sols. Tinsley, Adamson, and Adamson,  
North Shields  
CAMINADA, JEAN BAPTISTE, vendor of patent medicine, trading  
under name of R. H. Watts, Hanley. Pet. April 14. May 1, at  
eleven, at office of Sol. Stevenson, Hanley  
CLARK, E. HENRY, and CLARK, S. HENRY, bootery manufacturers,  
Loughborough. Pet. April 15. May 4, at twelve, at offices of  
Sols. Deane and Lickorish, Loughborough  
COATES, GEORGE, stuff merchant, Bradford. Pet. April 19. May 3,  
at eleven, at offices of Sols. Terry and Robinson, Bradford  
COLE, ROBERT, salaried, late vicar, Liverpool. Pet.  
April 18. May 3, at three, at offices of Sols. Snowball, Cope-  
man, and Smith, Liverpool  
CRAGO, SAMUEL, jeweller, Leeds. Pet. April 16. May 9, at two,  
at office of Sol. Parle, Leeds  
CHAWHAW, RICHARD, out of business, Tottington, near Bury.  
Pet. April 13. May 3, at three, at offices of Sols. Messrs. Grundy  
and Co., Bury  
CULLEN, WILLIAM HENDERSON, bookseller, Nelson-st., Green-  
wich. Pet. April 17. May 4, at two, at office of Sol. Lockyer,  
Graham-bldg., Guildhall  
CUMBERS, WILLIAM, clerk of works, Plaistow. Pet. April 18.  
May 8, at two, at office of Sol. Poole, Bartholomew-close  
DANTON, JOHN, master mariner, Ramsgate. Pet. April 17. May  
15, at three, at the Bull and George hotel, Ramsgate. Sols.  
Sparkes and Mercer  
DAVID, HOWELL, publican, Neath. Pet. April 16. May 5, at  
eleven, at office of Sol. Charles, Neath  
DAY, ALEXANDER, upholsterer, Bethnal-green-rd. Pet. April 9.  
April 28, at ten, at office of Sol. Hicks, Grove-rd., Victoria Park  
DAY, MICHAEL, linen draper, Preston. Pet. April 17. May 3,  
at three, at the Shelley's Arms hotel, Preston. Sols. Plant and  
Abbott  
DENSTON, JOHN, joiner, Ripley. Pet. April 17. May 7, at eleven,  
at the Florist Tree Inn, Ripley. Sols. Corns and Wright, Bradford  
DEFRIES, MORRIS, gasfitter, Whitechapel-rd. Pet. April 16.  
May 14, at two, at office of Sol. Swaine, Cheapside  
DRAKE, EDWIN, DRAKE, WILLIAM, and JOWETT, JOSEPH,  
builders, Clayton, near Bradford. Pet. April 12. May 4, at  
eleven, at offices of Sols. Lancaster and Wright, Bradford  
DRURY, JOHN COOPER, general draper, Newcastle and North  
Shields. Pet. April 16. May 1, at two, at offices of Sols.  
Mather, Cookcroft, and Mather, Newcastle  
ELSE, EDWARD, miller, Leeds. Pet. April 13. May 3, at three,  
at office of Sol. Goodwin, Maidstone  
EVANS, DAVID, draper, Lingdale-in-Cleveland. Pet. April 14.  
May 4, at half-past twelve, at office of Sol. Collier, Lofthouse-in-  
Cleveland  
EVANS, WILLIAM, builder, Westbury. Pet. April 13. May 2, at  
eleven, at office of Sol. Morris, Shrewsbury  
FAULKNER, SAMUEL, boot dealer, Birkenhead and Tranmere.  
Pet. April 12. April 30, at two, at office of Sol. Downham, Birken-  
head  
FLITTER, JOHN JAMES, draper, Ulverston. Pet. April 18. May  
9, at eleven, at the Temperance Hall, Ulverston. Sols. Park,  
Ulverston  
FLOWER, JOHN PARKE, grocer, Long Ichington. Pet. April 13.  
May 5, at eleven, at the Bath hotel, Leamington Priors. Sols.  
Davies, Southam  
FRASER, JOHN, FRASER, WILLIAM, and FRASER, BENJAMIN,  
dealers in colliery stores, Newcastle and Jarrow. Pet. April 17.  
May 7, at twelve, at offices of the Newcastle and Gateshead Law  
Society, Royal-arcade, Newcastle  
GELDERD, JOHN, currier, Ulverston. Pet. April 18. May 7, at  
two, at the Temperance Hall, Ulverston. Sols. Park, Ulverston  
GIBSON, JASPER CRAVEN, draper's assistant, Hexham. Pet.  
April 17. May 4, at eleven, at office of Sol. Johnston, Newcastle  
GILES, ALEXANDER, commercial traveller, Dalton-la, Hackney.  
Pet. April 12. May 1, at four, at office of Sol. Swaine, Cheapside  
GODFREY, ELIJAH, grocer, Creech St. Michael, near Taunton.  
Pet. April 18. May 5, at eleven, at office of Sol. Trenchard,  
Taunton  
GREEN, CHARLES FREDERICK, confectioner, Bradford. Pet.  
April 12. April 23, at eleven, at offices of Sols. Harris and Last,  
Bradford  
GRIFFITHS, THOMAS, butcher, Wednesbury. Pet. April 17. May 3,  
at half-past ten, at office of Sol. Bill, Walsall  
GRIPTON, JOSEPH, baker, Stafford. Pet. April 18. May 5, at  
eleven, at the Rose and Crown Inn, Market-st., Stafford. Sols.  
Twyman, Rugeley  
HAMMOND, WILLIAM BENNETT, flour miller, Crown Mills,  
Narrow-st., Ratcliffe. Pet. April 13. April 30, at half-past three,  
at offices of Sols. Messrs. Young, Mark-la  
HANDRY, JOHN MARSHALL, greengrocer, Bradford. Pet. April 14.  
April 30, at ten, at 35, Manor-row, Bradford  
HARRIS, GEORGE, cabinet maker, Liverpool. Pet. April 18. May 8,  
at three, at offices of Sols. Lawrence and Dixon, Liverpool  
HAWKINS, JACOB, builder, Tottenham. Pet. April 17. May 4,  
at two, at offices of Messrs. Parsons, accountants, Bristol. Sols.  
Roberts, Bristol  
HERSEY, GEORGE, hop manufacturer, Tunbridge. Pet. April 16.  
May 2, at three, at offices of Fenner, Hilton, and Gifford, 4,  
Mount-pleasant, Tunbridge Wells. Sols. Stone and Simpson,  
Tunbridge Wells  
HEY, JOHN, and HEMINGWAY, JOHN, woollen cloth manufac-  
turers, Ossett. Pet. April 13. May 2, at three, at office of Sol.  
Burton, Ossett  
HILL, THOMAS, frameworke knitter, Burbage, near Hinckley.  
Pet. April 18. May 3, at three, at office of Sol. Wright, Leicester

WILKINSON, JOSEPH, iron merchant, Sheffield. Pet. A  
Reg. Rogers. Sur. May 8  
GIBBS, HENRY, confectioner, South Shields. Pe  
Reg. Mortimer. Sur. May 5  
LANE, CHARLES, dealer in hay and straw, Wolver-  
April 19. Reg. Sanders. Sur. May 7  
PRATT, GEORGE, cattle dealer, Luton. Pe  
Cook. Sur. May 9  
RUDSTAD, ANDREAS, ship store dealer, Liv  
Reg. Bellringer. Sur. May 7  
TOWNSEND, FREDERICK GEORGE, co  
chester. Pet. April 20. Reg. Kay. Sur.  
WILLIAMS, ARTHUR WELLSLEY, late R  
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Cook. Sur. May 9  
RUDSTAD, ANDREAS, ship store dealer, Liv  
Reg. Bellringer. Sur. May 7  
TOWNSEND, FREDERICK GEORGE, co  
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WILLIAMS, ARTHUR WELLSLEY, late R  
Rotherfield. Pet. April 21. Reg. Cripps. S

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HOCKING, JOHN, Ryder's-st, Leicester-sq. Pet. April 19. May 10, at three, at offices of Sol. Davies, Farnival's-inn, Holborn

WILLBOURN, RICHARD WOODWARD, cheesemonger, Roman-rd,  
Old Ford, Pet. April 20. May 8, at three, at offices of Sol.  
Quilter, Fore-st

FRY.—On the 22nd inst., Alfred Augustus Fry, aged 64, of ~~London~~  
Inn, barrister-at-law.  
SMITH.—On the 19th inst., at his residence, 4, Ormeau-st.,  
Twickenham, aged 63, Thomas Henry Smith, Esq., of this  
place, and 1A, Frederick's-place, Old Jewry, London, ~~Esq.~~  
WESTON.—On the 22nd inst., at his residence, Belmont, Park-  
ton, Manchester aged 73, James Woods Weston, solicitor.









